

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-07-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-07-2026 09:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10060010-r&d
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :panda@bhel.in Buyer Email id: maheshm@bhel.in
वस्तु श्रेणी /Item Category	Annual Maintenance Service - Desktops, Laptops and Peripherals - Work station; Fujitsu , Annual Maintenance Service - Desktops, Laptops and Peripherals - Work station; TYRONE , Annual Maintenance Service - Desktops, Laptops and Peripherals - Work station; hp
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No

बिड विवरण/Bid Details	
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment.

For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services:Comprehensive AMC for workstations as per attached Annexure-I

Asset Details and its Distribution across the consignee /user locations:[1783487126.pdf](#)

Annual Maintenance Service - Desktops, Laptops And Peripherals - Work Station; Fujitsu (7)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Asset	Work station
Make/Brand of Assets	Fujitsu
Status of Annual Maintenance Service Provider	Neither OEM nor ASP
Periodicity of Preventive Maintenance Services	Quarterly

विवरण/ Specification	मूल्य/ Values
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Crisbon Dolfers Joseph	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	7	- Number of Resident engineers : 0 - Number of technicians : 0

Annual Maintenance Service - Desktops, Laptops And Peripherals - Work Station; TYRONE (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Asset	Work station
Make/Brand of Assets	TYRONE
Status of Annual Maintenance Service Provider	Neither OEM nor ASP
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Crisbon Dolfers Joseph	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	2	- Number of Resident engineers : 0 - Number of technicians : 0

Annual Maintenance Service - Desktops, Laptops And Peripherals - Work Station; Hp (8)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Asset	Work station
Make/Brand of Assets	hp
Status of Annual Maintenance Service Provider	Neither OEM nor ASP
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Crisbon Dolfers Joseph	500042,BHEL, Corp.R&D, Vikasnagar, Near BBR Hospital, Hyderabad	8	- Number of Resident engineers : 0 - Number of technicians : 0

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) 1a) Pre-Qualification Criteria: 1a) Experience: Bidder to submit at least one PO copy for AMC of workstations in the last five years from the date of enquiry.

1b) Relaxation of Norms for Start-ups: The condition of Prior Turnover and prior experience is relaxed for all start-ups whether Micro & Small Enterprises (MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for start-ups issued from time to time.

2) Service Terms and Conditions:

A) Comprehensive AMC shall be provided for all the components and sub components of CPU, Monitor, Keyboard and Mouse of all the above workstations. Vendor has to maintain the system for trouble free operation and replace the faulty parts with suitable spares free of cost as and when required.

B) A preventive maintenance visit by the Vendor shall be mandatory once every three (3) months. The Vendor shall provide prior intimation to the BHEL Engineer before each visit

and shall check the healthiness of the workstations during each visit.

- C) In the case of emergency breakdown, vendor shall depute the expert engineer immediately within 24 hrs, starting from the date and time of intimation to resolve the problem and restore the system in working condition.

D) AMC Period is 1 year from the date of start of contract.

- 3) PAYMENT TERMS:** Payment shall be made on “quarterly basis” after end of each quarter in equal instalments on pro rata basis within stipulated time as mentioned below from the date of submission of invoice and service report / necessary documents.

Type of bidder:

A. For Micro & Small enterprises (MSEs) payment will be made within 45 days

B. For Medium Enterprises will be made within 60 days

C. Non MSMEs will be made within 90 days

However, GST Portion of Invoice shall be released only upon:

i) Vendor declaring the Invoice in their GSTR-1.

ii) Receipt of Goods and Tax Invoice by BHEL.

iii) Confirmation of Payment of GST thereon by vendor on GSTN Portal.

Note: “Payment Timelines” mentioned in the GeM Bid document shall be ignored and the Payment term shall be as per this clause.

Invoice submission : “ For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs , in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.”

4) Security deposit / Performance security:

Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be Five (5%) of the contract value.

Modes of deposit: The required Security Deposit of 5% of the contract value may be accepted in the following forms:

(i) Cash (as permissible under the extant Income Tax Act)

(ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL R&D A/c 10202162640 (SBI)

(iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

SFMS Confirmation of Bank Guarantees (BGs): Vendor/Contractor/Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification. SBI Bank has been designated as BHEL Corporate R&D's Bank for receiving SFMS messages for BGs issued in favour of BHEL Corporate R &D. BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e.

which have infrastructure to issue SFMS confirmation message along with the BG.

For SFMS, BHEL Corporate R&D Bank Details / other information are as follows: SBI Bank, HAL campus Branch, Balanagar, Hyderabad. IFSC Code: SBIN0001676

Vendor/Contractor/Bidder to take a print out of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to BHEL Corporate R&D.

Note: Proforma of PBG is attached in ATC documents (refer annexure-C page no. 3-5).

(iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

(v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)

(vi) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Interest for delayed submission of SD: Bidder agrees to submit performance security/SD required for execution of the contract before start of the work. At least 50% of the required Security Deposit, should be paid before start of the work. Balance of the Security Deposit can be paid @10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is completed. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhance and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to Contractor.

Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below: The Security Deposit will be released along with the final bill or after completion of AMC period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL. No interest shall be payable by BHEL on Security Deposit or on any money due to the vendor.

- 5) **Compliance on restrictions under Rule 144 (XI) of the GFR** : Submit the Annexure - A which is attached in ATC document (refer page no. 1).
- 6) **Conflict of Interest Clause:** Submit Annexure - B printed on your company letter head with signature and stamp format is attached in buyer added bid specific ATC document. (refer page no. 2).
- 7) Vendor has to submit this GeM bid document duly signed and stamped on all pages. By submitting signed Gem bid document it affirms that vendor has accepted to all terms and conditions mentioned in this bid such as payment terms, security deposit etc.
- 8) **Breach of contract, Remedies and Termination:**
In case of breach of contract, wherever the value of security instruments like performance

e bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

9) “ Grievance Redressal Mechanism” :

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose

contact details are provided in the Notice Inviting Tender (NIT)/Contract.

Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance

through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

10) Banned firms: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

11) Vendor has to quote price(s) inclusive of GST and taxes.

12) Terms of delivery : F.O.R BHEL R&D, Vikasnagar, Hyderabad – 500042

13) BHEL GSTIN No. : 36AAACB4146P1ZG.

14) Following documents to be submitted by Bidders along with offer:

- a. PAN CARD
- b. GSTIN Registration Copy
- c. Bank details
- d. Latest UDYAM Certificate (as applicable)

15) Safety and statutory requirement: Bidder / vendor is responsible safety and statutory requirement related to its staff and shall ensure all safety and statutory requirement related to its staff while working in BHEL Corp. R&D.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---