

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	14-05-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	14-05-2026 16:30:00
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 Chemicals And Fertilizers
विभाग का नाम / Department Name	Department Of Fertilizers
संगठन का नाम / Organisation Name	Rashtriya Chemicals And Fertilizers Limited (rcf)
कार्यालय का नाम / Office Name	Rcf Tr Hod Mes
वस्तु श्रेणी / Item Category	Annual Maintenance Contract for Networking Devices (Version 2) - As per Bid document; As per Bid document
अनुबंध अवधि / Contract Period	2 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	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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 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	4 Days
Payment Timelines	Payments shall be made to the Seller within 30 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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100
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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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
2. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Break up - [1776938502.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

OEM authorization certificate:As per Bid document

Payment Terms:Payment against Comprehensive AMC shall be made on a quarterly basis at the end of each quarter on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents as per WO.

In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.

List of devices with model numbers,date of purchase,status of warranty and location:[1776938566.pdf](#)

Annual Maintenance Contract For Networking Devices (Version 2) - As Per Bid Document; As Per Bid Document (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Type of Networking Device for AMC	As per Bid document
OEM of Networking Devices	As per Bid document
Type of AMC	Hardware
Dedicated/ toll Free Telephone No for Service Support	No
Requirement of Preventive Maintenance	Quarterly
Nature of Annual Maintenance Service Provider	Neither of the above
Whether passive components(like cable) need to be included in AMC	Yes
ISO certification	ISO 27001
एडऑन /Addons	

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Devices	अतिरिक्त आवश्यकता /Additional Requirement
1	Rohan Yashwant Bagul	400074,RCF Ltd. , Mahul road chembur	4	<ul style="list-style-type: none"> 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. Buyer Added Bid Specific ATC

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

[NOTE: TERMS AND CONDITIONS MENTIONED IN THE ATC SHALL SUPERCEDE THE RESPECTIVE TERMS AND CONDITIONS OF GEM GTC]

In case of any queries regarding to this tender please contact

1) Mr. Ajay B Kamble, Sr. Manager (Materials)

Tel:+91 22 2552 2382,

e-mail: abkamble@rcfltd.com

2) Mr. Anup Dahule Manager (Materials)

Tel:+91 22 2552 2796,

e-mail: aadahule@rcfltd.com

3) Mrs. Sangeeta Gaikwad, AGM (CC)

Tel:+91 22 2552 2727,

e-mail: shgaikwad@rcfltd.com

IMPORTANT INSTRUCTIONS FOR BIDDERS:

1. Bidders shall ensure that all documents related to pre-qualification (technical or commercial) and documents mentioned in the check list below are submitted at the first instance itself along with the original bids.

M/s. RCFL may summarily reject any bid not complying with this instruction. M/s. RCFL may not do any further correspondence to seek clarifications / shortfall documents.

2. Bidders are required to quote the Grand Total Price, inclusive of GST, for complete items or jobs. This price should be quoted after carefully considering and understanding the scope of work. Bidders must enter their prices in the designated field within the GeM portal. Please note that prices quoted elsewhere, such as in scanned documents, will be rejected.

3. Bidders are requested to upload the price breakup details for their lumpsum offer in the prescribed format, as attached, in the GeM bid document. Although the price break sheet is provided, it is indicative and will not be considered as a price bid for evaluation purposes.

4. For evaluation, only the prices entered in the GeM portal, which include the total value with GST, will be considered on an overall lowest basis. It is essential to ensure that the prices entered in the GeM portal match those provided in the price breakup sheet. Please note that the prices entered in the GeM portal will be final and binding.

5. Submission of offer against this Enquiry will essentially mean acceptance of terms & conditions mentioned in the enquiry in TOTO, including all the attached Annexures of Buyer Added Bid Specific ATC document. Any deviation shall lead to outright rejection of the offer.

6. Technical Pre-Qualification Criteria:

The Bidder should meet all the criteria mentioned below in order to be eligible to compete for the award of the tendered work. RCF reserves the right to contact, verify information, references and data etc. submitted by the Bidder without any further reference to the Bidder.

Minimum one work order for comprehensive AMC/Installation and Commissioning of switches along with completion report/ completion certificate to be attached which are executed in last 7 years ending last day of month previous to the one in which applications are invited.

Valid copies of PURCHASE / WORK ORDER

Sr. No.	PO/Wo Ref No	Client Name	PO/WO Date
1			
2			

The offer of bidders not fulfilling the criteria mentioned above will **not be considered for further evaluation.**

7. **AWARD OF CONTRACT:** Contract shall be awarded on OVERALL **LOWEST TENDER BASIS** to Techno-commercially qualified bidder.

Note :

- i. Bid Evaluation shall be carried out on Lumpsum Basis only.
- ii. Bidder shall quote Grand total Lumpsum price including all applicable taxes & duties for complete items/jobs
- iii. Bidders are requested to upload the price breakup details for their Lumpsum offer in the prescribed format, as attached, in the GeM bid document.
- iv. Bidder shall ensure that the quoted price is inclusive of GST and all other charges. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained after bid opening.
- v. **Negotiations if required with the L1 bidder shall be carried out at the sole discretion of RCF.**

8. **CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS**

It is mandatory that character & antecedent's verification must be made of each & every contract labours prior to giving permission to enter inside RCF factory premises. Vendor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card of that particular labour. Under special circumstances, a second 15-day temporary permission can be granted but this is at the sole discretion of RCF, as it is presumed that PVC is issued within 15 days from the date of on-line application. No further temporary permission shall be given after the 2nd time.

9. **Declaration by Start-up bidders:**

A) Start-up bidders must submit the following documents for both Category 1 and Category 2 mentioned below:

a) Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.

b) Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.

B) Eligible start-up bidders are given the option to quote under one of the following categories, subject to compliance with the technical and quality specifications detailed in the bid/NIT document. Start-up bidders must tick (✓) one of the two options below:

SN	Category	Bidder's Response
1	<p>Category 1 (Relaxed Pre-Qualification Criteria):</p> <p>Eligible for 100% quantity / job subject to submission of all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.</p> <p>Following relaxations will be given to Start-up bidders:</p> <ul style="list-style-type: none">1) 25% relaxation in average turnover criteria2) 25% relaxation in past experience criteria, applicable to value or quantity only	<p>Start-up bidders must tick (✓) one of the two options below:</p> <p>Category 1</p>

C) Category 1 (Relaxed Pre-Qualification Criteria):

Start-up bidders who are eligible for 100% quantity / job subject to submission of all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.

Following relaxations will be given to Start-up bidders:

- 1) 25% relaxation in average turnover criteria
- 2) 25% relaxation in past experience criteria, applicable to value or quantity only.

No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.

Once pre-qualified, they will be considered on par with other bidders for price bid opening, e-reverse auction, and order placement.

D) Important Note:

Bidders must select their category at the time of bid submission. This selection cannot be changed during any further stage of the tender.

10. OSH Code introduces the mandatory issuance of appointment letters as a key step towards "Formalization of Employment" and enhancing transparency even for Contract Workers.

- Every employer is obligated to issue a letter of appointment to every Contract Employee on his appointment in the establishment. The Appointment letter must include such information and be in such form as may be prescribed by the appropriate Government.
- Specifically, the letter is required to detail:
 - a) The contract employee's designation and category.
 - b) Details of the wages-Wages period and date of salary
 - c) Details of social security entitlements.
 - d) Engagement period and end of contract period.

11. "As per notification ref D.O. No. DPE-7(4)/2007-Fin dt. 20.01.2020 all MSEs have to mandatorily onboard on TReDS platform. Therefore if you are not onboarded yet, please onboard on TReDS by availing services of any of the following service providers:

I. Receivables Exchange of India (RXIL)

Vendor can register with M1 Exchange by clicking link <https://onboarding.rxil.in/customerapp/home>

Vendors can call them on (022) 6903-3000 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at support@rxil.in;info@rxil.in

II. Invoice Mart

Vendor can register with M1 Exchange by clicking link <https://www.invoicemart.com/TReDS/Store/Home/login.aspx>

Contact Gauri Mahamulkar Gauri.Mahamulkar@invoicemart.com or Phone No. (Mobile) +91 8369204066

Vendors can call them on (022) 6235-7373 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at helpdesk@invoicemart.com

III. M1 Exchange

Vendors can contact: Shaiwal Sinha shaiwal.sinha@m1xchange.com;

Vendor can register with M1 Exchange by clicking link [M1xchange | Vendor Self Registration](#)

Vendors can call them on 1800-103-7261 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at helpdesk@m1xchange.com

12. Adoption of ZED and LEAN certification schemes by MSME vendors WITH reference to the DPE's letter vide F. No. DPE/7/4/2007-Fin.(Pt.III) (FTS-13990) dated 10.03.2025

- MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainability through minimizing environmental impact.

- MSME Competitive (Lean) Scheme: This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.

- Importance of ZED and LEAN Certification: The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.

For more information on the ZED and LEAN Certification Schemes, please visit:

ZED: <https://zed.msme.gov.in/>

Lean: <https://lean.msme.gov.in/>

13.

14. Bidder shall confirm HSN Code and GST Rate for quoted item.

Note : Bidder shall ensure that the quoted price is inclusive of GST

15. Payment Term :

Payment against Comprehensive AMC shall be made on a quarterly basis at the end of each quarter on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents as per WO.

In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.

16. Early Payment Request and Interest Levy:

Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider / Contractor

17. For New Vendor Registration :

In order to register the bidder as vendor in RCF's ERP (SAP) System and release of PO & Payment, bidder needs to submit the duly filled, signed and stamped copy of Vendor Form along with GST No, Bank Details, MSE Udyam Certificate.

In case of non-submission of above said documents, RCF shall register the bidder as vendor based on the details available on GeM Portal.

Bidder is solely responsible for the accuracy and completeness of information submitted and available on GeM Portal. RCF is not liable for any consequences arising from inaccuracies in this regard

18. Liquidated Damages (LD):

Sum equivalent to 0.5% (half) percent of the contract value of the delayed Services for each week of delay or part thereof until performance, subject to a maximum deduction of the 5% of the total contract value.

In case of inordinate delay (exceeding 25% of the completion period) this maximum deduction of

LD shall be 10% of the executed value of the contract.

In the event of any changes to the LD clause in the GeM General Terms and Conditions (GTC), the prevailing GeM Clause shall apply and be explicitly stated in the GeM bid document.

Note:

- i. Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).
- ii. Both Seller and Buyer agree that the percentages of LD are genuine pre-estimates of the loss/damage which the Procuring entity would have suffered on account of delay/breach on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay

19. Penalty Clause late submission of bills:

The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.

20. Grievances during Tendering Process :

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID :

GC-TROM-PUR@rcfld.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

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---