

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-10-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-10-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	75 (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 Ltd Thal Unit Alibag
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ummali@rcfltd.com Buyer Email id: aishwarya.ghodke@rcfltd.com
वस्तु श्रेणी /Item Category	Custom Bid for Services - CONTRACT FOR REIMBURSEMENT OF LIVERIES TO EMPLOYEES THROUGH GIFT CARDS, AT RCF THAL
समान श्रेणी/Similar Category	• Gift Vouchers Service
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	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
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
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	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	3 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	150000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

SENIOR ENGINEER

RCF LTD THAL UNIT ALIBAG, Department of Fertilizers, Rashtriya Chemicals and Fertilizers Limited (RCF), Ministry of Chemicals and Fertilizers

(Aishwarya Dilip Ghodke)

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

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 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 % (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.

2. 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.

3. 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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

PRICE BREAK UP - [1791516494.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1791516511.pdf](#)

Payment Terms:[1791516517.pdf](#)

GEM Availability Report (GAR):[1791516527.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1791516539.pdf](#)

Custom Bid For Services - CONTRACT FOR REIMBURSEMENT OF LIVERIES TO EMPLOYEES THROUGH GIFT CARDS, AT RCF THAL (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CONTRACT FOR REIMBURSEMENT OF LIVERIES TO EMPLOYEES THROUGH GIFT CARDS, AT RCF THAL
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Prashant Atmaram Mhatre	402208,RCF LTD, THAL UNIT, TAL - ALIBAG, RAIGAD	Project / Lumpsum Based	N/A

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

EARNEST MONEY DEPOSIT (EMD) - ₹ 1,50,000/-**ATC- 1:** Scanned signed stamped copy of

- GST clauses Annexure-V
- Restrictions under Rule 144(xi) of the General Financial rules (GFR) 2017 Annexure-XI/ XIA.

(Please print the documents on bidder's letter head with duly filled, signed and stamped by appropriate authority) and signed stamped copy of corrigendum's for subject tender uploaded on tender (GeM) portal.

ATC- 2 : Scanned signed stamped copy of

- Instruction For Bidders & MSME bidders Annexure- IA
- General Terms & Conditions (GTC) Annexure- I
- Scope Of Work, Annexure- II
- Pre-Qualification Criteria (PQC) Annexure- XII

ATC- 3 : Scanned signed stamped copy of

- Techno-commercial Bid / Check-list Annexure- III
- Undertaking on Vendor Letter Head Annexure- IIIA
- Disciplinary Action Clauses Annexure- IV
- HSE requirements / Instructions Annexure - VI
- Public Procurement (Preference to Make in India) Annexure- X

ATC- 4 : Scanned signed stamped copy of

- Vendor Details Update Form (VDU) along with necessary documents Annexure- IX
- GATE-PASS FORMAT Annexure - XIV
- Declaration of Status of Debarment Listing/ Blacklisting/ Holiday L

ting Annexure – XVIA

iv. Undertaking about common Directors/ Partners/ Interest in other associated units/ companies Annexure – XVIB

v. Integrity pact with signed, stamp and date- Annexure – XIII

vi. Similar completed work order as per PQC and other PQC documents requested in scope of work, mentioned in tender document.

SCOPE OF WORK.

The Scope of the contract will be as follows:-

1. The Service Provider shall provide gift cards to the employees, bearing the respective employee's Name and Employee Number, as specified in the tender.
2. The gift card shall be non-transferable and suitably PIN-protected.
3. Initially, the Service Provider shall provide gift cards free of cost to all employees. In case of issuance of a duplicate gift card, the applicable charges shall be borne as per mutually agreed terms and conditions.
4. RCF Ltd. shall provide a detailed list of employees, containing their names, required employee details, and the amount to be credited to each employee's gift card.
5. The Service Provider shall credit the amount specified by the HR Department of RCF Ltd. to the respective employee's gift card.
6. RCF Ltd. employees shall use these gift cards at various affiliated merchants, outlets, and vendors. Payments to such affiliates, merchants, outlets, and vendors shall be made by the Service Provider as per their mutually agreed terms and conditions. The Service Provider may deduct service charges from such affiliates, merchants, outlets, and vendors as per their mutual agreement.
7. RCF Ltd. shall make payment of the amount credited by the Service Provider, as per the agreed payment terms.
8. The list of affiliates, merchants, outlets, and vendors across various localities shall be provided by the Service Provider. In addition, the Service Provider shall include the list of affiliates, merchants, outlets, and vendors provided by RCF Ltd. The Service Provider shall ensure that all such affiliates, merchants, outlets, and vendors accept the gift cards. The Management may update the list of affiliates, merchants, outlets, and vendors from time to time.
9. Notifications of all transactions made using the gift card shall be furnished to the respective employees through electronic means, such as email and/or mobile SMS.
10. The Vendor shall provide all necessary support and assistance in connection with the marketing of the gift cards to employees located outside Mumbai and Maharashtra.
11. RCF Ltd. desires pre-paid gift cards in electronic form and does not intend

end for employees to make cash payments and claim reimbursement in any form. The gift cards shall be directly accepted at bona fide gift card outlets, without requiring employees to make or handle any cash in connection with such transactions.

12. Acceptance of the gift cards provided shall be at the sole risk and cost of the Service Provider, including any related legal consequences.
13. The successful Bidder, to whom the contract is awarded, shall ensure the smooth functioning of the scheme, including the timely delivery of the gift cards.
14. The Bidder shall ensure tie-ups with merchants and/or payment aggregators/gateways for the acceptance of the gift cards, with contractual and legal responsibility for such acceptance resting with the respective merchant and/or Service Provider.
15. The Bidder shall comply with the Master Direction on Issuance and Operation of Prepaid Payment Instruments issued by the RBI, as amended from time to time. These instruments shall not permit cash withdrawals.
16. The Bidder shall have a system in place to support the resolution of employee queries.

Other Important Terms:-

1. The contract period shall be for a duration of one year.
2. The Gift Card benefit shall pertain to the Thal Unit. The 1,150 gift cards specified in the tender shall be delivered to the employees as per the detailed list of employees and the corresponding value shared with the vendor awarded the Purchase Order (PO).
3. The order may be placed with a variation of **±10%**. The quantity and/or value of the order may increase or decrease at the time of actual delivery of the gift cards.
4. The Service Provider shall deliver the total quantity of approximately **1,150 gift cards** in a single lot, in the denominations specified in the list shared with the successful Bidder, at **M/s Rashtriya Chemicals & Fertilizers Ltd., Thal Unit, Alibag, Raigad, Maharashtra - 402208**.

- GST as applicable will be payable on service charges if any and not on contract price.

NOTE: If terms mentioned in Annexure-II, Annexure-IIA of the tender document are contradicting with the terms and conditions mentioned in General Terms and Conditions Annexure-I & IA of the tender document, then terms and conditions mentioned in Annexure-II, Annexure-IIA shall prevail.

NOTE- ERA shall be carried out after price bid opening as per Gem modalities with H-1 bidder elimination.

A. PREQUALIFICATION CRITERIA

The bidders shall upload following pre-qualification documents along with their offer as per mentioned in PART-I of e-tender:

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1. Bidder should submit the completed Work order copies for similar services involving the provision of electronic gift cards to PSUs or other organizations during last 7 years ending last day of month previous to the one in which offers are invited/issued should be fulfilling either of the following :-

Minimum value of completed work must be as follows:

- a) Three similar completed works each costing not less than the amount equal to Rs. 23.32 Lakh each, OR
- b) Two similar completed works each costing not less than the amount equal to Rs. 29.15 Lakh each, OR
- c) One similar completed works costing not less than the amount equal to Rs. 46.63 Lakh each.

2. Proof of execution of submitted work order, bidders have to submit the following document related to submitted work order

- (i) Completion Certificate/ Customer Acceptance Certificate OR
- (ii) GeM SDAC (Service Delivery Acceptance Certificate) document OR
- (iii) (a) Tax Invoice to the extent of the required Pre-Qualification value and
(b) Proof of receipt of payment like bank statement for the above referred tax invoice

3. The Bidder shall possess a valid license issued by the RBI for the issuance of electronically enabled gift cards and shall provide documentary proof of the same

OR

The Bidder or its consortium partner shall possess a valid license issued by the RBI for the issuance of electronically enabled gift cards and shall provide documentary proof of the same.

A Memorandum of Understanding (MoU) shall be executed with the card issuer to provide a legal remedy in the event that the card issuer or the co-branding partner fails to perform its obligations, or an indemnity-cum-undertaking may be obtained from the card issuer confirming compliance with the terms, conditions, and obligations stipulated in the tender.

4. Copy of partnership deed/proprietorship /Memorandum and article of association, certificate of incorporation.

5. Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. FY 2022-23, 2023-24, 2024-25) should be at least Rs. 17.48 Lakhs.

In case the date of constitution/incorporation of the bidder is less than three years old, the average annual financial turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year/ the average financial turnover during preceding two financial years should be at least Rs. 17.48 Lakhs. Bidders shall submit CA certificate / CA audited Profit & Loss accounts, Balance sheets etc. indicating the annual turnover figures, in support of the same. The financial documents has to be CA audited/issued with membership number, seal, signed and with UDIN.

6. Net worth of the bidder should not be negative on 31.03.2025. It means the net worth of the bidder should not be negative in the balance sheet of financial year 2024-2025. AND

Net worth of the bidder should have not eroded by more than 30% (thirty percent) in the last three years, ending 31.03.2025. It means the net worth of financial year 2024- 2025 should not be less than 70% compared to the net worth of financial year 2022- 2023.

The bidder to submit the documentary proof e.g. audited balance sheet, P&L account etc. for the same or Net worth Certificate duly certified by practicing CA with membership number, seal, signed and UDIN number.

In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable:

- The Net Worth in each of these years should not be negative.
- Net Worth in respect of the immediate previous financial year should not have eroded more 30 per cent than that of its previously audited financial statement.

In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable.

All the financial documents submitted shall be in the name of firm/bidder only.

7. Copy PAN Details, GST Registration details.
8. Submission of Integrity Pact (Annexure-XIII) of NIT with date and sign, stamp on each page

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 कार्यवाई 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---