

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-04-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Chandigarh
विभाग का नाम / Department Name	Municipal Corporation, Chandigarh
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Chandigarh
वस्तु श्रेणी / Item Category	Hiring of Special Purpose Mining or Earth Moving Machines (Monthly Basis) - As Per Buyer's Requirement; Earth Moving Equipment; Tipper
अनुबंध अवधि / Contract Period	6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	6 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
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, Bidder Turnover, Certificate (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
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	3
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	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	1982160
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	39643

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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.

लाभार्थी /Beneficiary :

Commissioner
Municipal Corporation, Chandigarh
(Sh. Amit Kumar, Ias)

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 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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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, 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 defined in 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.
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.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Hiring Of Special Purpose Mining Or Earth Moving Machines (Monthly Basis) - As Per Buyer's Requirement; Earth Moving Equipment; Tipper (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Specification Of The Equipment/Machine	As Per Buyer's Requirement
Type of Special Purpose Equipment	Earth Moving Equipment
Type of Machinery Required	Tipper
Manufacturing / Registration year from the date of award of contract	up-to 5 years
Fuel to be provided by Buyer	No
Operator/Crew To Be Provided By Buyer	No
Cleaner/Helper To Be Provided By Buyer	No
एडऑन /Addon(s)	
Operational Charges of Machinery as per UoM	NA
Other Additional Charges (Lumpsum)	NA
अतिरिक्त विवरण /Additional Details	
UoM to be mentioned by buyer for "Operational charges of machinery (per hour/per day etc)	8 Hour/ Per Day

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.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Machines Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Anurag Bishnoi	160017,Municipal Corporation, New Deluxe Building, Sector 17 Chandigarh	2	<ul style="list-style-type: none"> Number of Months for which service is required : 6

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Commissioner Municipal Corporation
payable at
Chandigarh

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. 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.

6. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

To
be
deployed
in
chandigarh

7. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

8. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Commissioner Municipal Corporation Chandigarh

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms & Conditions

9	The intending bidder/contractor along with the bid should furnish an AFFIDAVIT duly attested by Notary Public/ First class Magistrate ON STAMP PAPER as per Specimen given below: -
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AFFIDAVIT

**I/weProprietor/..... of M/s.....having registered address at ...
..... do hereby solemnly declare and affirm as under:-**

- a) That I/We hereby declare that I am/We are not under liquidation, court receivership or similar proceedings and am/We are not bankrupt.
- b) That I/We hereby declare that I am/We are not *debarred/ Suspended* by any Govt. / Semi Govt . / Board/ Corporation/ Private firms on the date of submission of Bid.
- c) That I/We undertake and confirm that eligible similar works (s) has/ have not been executed through another contractor on back to back basis. Further it is undertaken that, if such a violation comes to the notice of the Department, then I/We shall be debarred from tendering in MUNICIPAL CORPORATION, CHANDIGARH in future forever. Also, if such a violation comes to the notice of the Department, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee deposited by me/us.
- d) That the deponent hereby undertakes that no complaint/FIR has been registered/no criminal proceedings against the proprietor/firm/any partner(s) of the firm or its Director(s) is pending/ ongoing in any Court of law regarding execution of any project/ work executed/ being executed by me/us. If such a fact comes to the notice of the Department at any stage, the Engineer-in-Charge shall reject the tender/bid straightway without assigning any reason.
- e) That I am/we are aware that in case any discrepancy/ false statement is found, it will lead to rejection of my/our bid/tender and the Department will debar/Blacklist the proprietorship/firm/company/ Agency as per the *POLICY OF BLACKLISTING* issued by Chandigarh Administration vide Notification dated 27.02.2009.
- f) That I/We undertake that in case upon becoming the **successful bidder** and the work is awarded to me/us then the wages to the staff deployed on the contract shall be paid as per the minimum wages fixed by DC, UT Chandigarh from time to time.
- g) That I/We undertake apart from the minimum wages as per DC rates, I/We shall pay the statutory charges such as EPF & Admn. Charges and ESIC as per provision of the Govt. rules and self attested copies of the documentary evidence of having deposited the same with the concerned authorities shall be provided to the Department.
- h) **That I/We hereby declare that I am/we shall abide by terms & conditions of bid document and ATC as mentioned in this GeM bid notice.**

(DEPONENT)

VERIFICATION:

Verified on dated at, that the above contents of Affidavit are true to best of my/our knowledge & belief and nothing has been concealed therein.

(DEPONENT)

SCOPE OF WORK

For the work of SUB:- HIRING OF HYDRAULIC EXCAVATOR CUM LOADER FOR ROUTINE MAINTENANCE ACTIVITIES UNDER ROAD DIVISION NO.3, M.C,CHANDIGARH

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S.No.	Description of item	Qty	Unit	Rate	Amount
	Hiring and running of Tipper (min 5 cum capacity) including cost of driver, fuel, lubricants, maintenance etc. working 8 hours daily for transportation of C&D waste complete in all respect as per the satisfaction of EIC.	2 No. (360 Days)	Days	5506	1982160/-
				Total	1982160.00

DEFINITION OF SIMILAR WORK:

Similar work means "Successfully completed Supplying of vehicles/machinery etc. on hire basis"

Day Definition: Total 09 Hours (8 Hours shift + 1 Hour rest/Lunch)

TERMS & CONDITION:-

Following terms and conditions are in addition to conditions mentioned on GeM tender. Bidder must read carefully all these conditions before quoting their rates:-

10.1	The scope of work involves "Providing services of 02 no. Tipper (min 5 cum capacity) including cost of driver, fuel, lubricants, maintenance etc. working 8 hours daily for transportation of C&D waste complete in all respect as per the satisfaction of EIC".
10.2	The vehicle shall be driven by Contractor's representative(s) (Herein after called the driver) with valid driving license as per latest Transport/Motor Vehicle rules and the driver should not be changed frequently.
10.3	Contractor shall ensure availability of sufficient number of driver(s) on his role so that relief/periodic rest may be given to the driver after sufficient continuous duty. Provision of Contract Labour (Regulation and Abolition) Act and rules there under shall be superseding in this regard.
10.4	Contractor shall maintain a separate log book which shall be signed jointly by the driver and duly certified by Officer In-charge i.e JE/SDE. It will be the sole responsibility of the driver that log book is filled up daily and there is no cutting/overwriting, if there is any cutting/overwriting the same shall be attested by the Officer In-charge i.e JE/SDE.
10.5	The vehicle should be in good working condition to run on roads and also sometimes on Kaccha road etc. Driver should not refuse to use vehicle on such roads.
10.6	The rates in the schedule shall include the fuel / diesel charges, cost of all kinds of spares, all the charges like driver's salary, other allowances, traveling allowance, night duty allowance, all kinds of taxes, service charges, insurance., road permits etc., as applicable and other miscellaneous expenses.
10.7	The rates quoted shall include the escalation in prices of fuel, lubricant, spare parts etc. No extra payment will be made on account of any fuel or other price variation.
10.8	<u>Availability of vehicle:</u> The vehicle must available at Municipal Corporation Chandigarh(MCC) for 24 hrs.

10.9	The contractor's representative (driver) must be in possession of a working mobile phone throughout the period of contract. He should report to SDE/JE, within 20 minutes of the receipt of call, shall be ready to start the vehicle.
10.10	The contractor shall make his own arrangements for the accommodation of the driver in such a place that he can report to the office / nominated place within 20 minutes on emergency call and he or his alternate reliever should be available for movement on all days including Sundays and holidays.
10.11	If the contractor's representative (Driver) fails to receive the message due to failure of Mobile phone / any other reason and fails to report to SDE/JE within specified time mentioned above, suitable penalty shall be imposed by EIC.
10.12	The vehicle driver and vehicle shall not leave the office premises without permission from the concerned officer.
10.13	If the vehicle fails during movement or not available for MCC's use for whatsoever reason within the contract period, immediate alternate arrangement should be made within Two Hours on same day. If contractor fails to arrange alternative vehicle, penalty shall be imposed @ Rs. 5000/- per day.
10.14	MCC shall not be responsible for any accident, damages and theft to the vehicle or for any illegal act of driver or any staff of contractor during the period of hire. The contractor shall be fully responsible for any loss damage to the vehicle and also liable to pay full compensation for any injury or any other loss to pedestrian.
10.15	If there are varying or conflicting provisions in the documents forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the intentions of the provisions and his decision shall be final and binding on the contractor.
10.16	MCC reserves rights to short close the contract or change the location for execution of work as per requirement. No claim in this regard will be accepted.
10.17	The interior of the vehicle cabin must be tidy with neat and clean seats. The vehicle must be mechanically sound and maintained in good condition.
10.18	Income Tax along with surcharge & applicable GST and other taxes as per extant rules shall be deducted from the contractor's payment made by MCC.
10.19	On submitting the offer, it will be deemed that contractor has read and agreed all the aforesaid conditions on GeM and additional terms & conditions. Sub-contracting is not allowed.
10.20	The liability under relevant sections of Motor Vehicle Act 1968 with latest amendments and Indian Penal Code causing death or permanent disability to the pedestrian or other person due to rash /negligence driving of vehicle driver or condition of vehicle or any other reason, the MCC has no responsibility of whatsoever and will not entertain any claim in this regard under the Provisions of Law.
10.21	DAMAGE ACCIDENTS: The contractor shall take all precautions against damages from accidents, floods or tide or any act of GOD. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The MCC will not be liable to pay to the contractor any charges for rectification or repairs to any damages which may have occurred from any cause whatsoever.

Penalty Details - Municipal Corporation Chandigarh

Sl. No.	Cause of Deduction of Penalty	Amount of Penalty
1	In the event of breakdown of vehicle, contractor fails to provide alternate vehicle	Rs. 5,000/- per day
2	If vehicle not moved due to absence of driver	Rs. 5,000/- per day
3	Mobile phone not working / Mobile phone not picked up.	Rs. 200/- per occasion
4	Contractor shall kept sufficient amount of money with the driver to meet out the expenditure or refueling of vehicle.	If driver is unable to give expenditure for refueling of tank then Rs. 2,000/- on each occasion.
5	All the safety items (like horn, head light, tail light, wiper etc.) of the vehicle should be in working condition.	If any item is defective, it must be repaired within a day. Failing which, Rs. 200/- per occasion.
6	Rash / Negligent driving. Driver found smoking / chewing tobacco, pan or under influence of alcohol and misconduct during working for MCC.	Rs. 1,000/- on each instance. Contractor to arrange another staff in lieu.
7	Misbehavior of Driver / not followed instruction of MCC.	Rs. 1,000/- per complaint.
8	Providing unclean vehicle / or non road worthy.	Rs. 1,000/- per incident.
9	Not providing documents of vehicle.	Rs. 1,000/- per incident.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 [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---
