

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-05-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-05-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Energy Department Uttar Pradesh
संगठन का नाम/Organisation Name	Uttar Pradesh Power Corporation Limited (uppl)
कार्यालय का नाम/Office Name	Electricity Civil Transmission Circle 132 Kv S/s Martinpurwa Lucknow
वस्तु श्रेणी /Item Category	Operation And Maintenance Of Substation - Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar
अनुबंध अवधि /Contract Period	1 Month(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,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

<b>बिड विवरण/Bid Details</b>	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> 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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	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	No
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1. 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 Compliance Documents required by buyer:**Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar

**Please upload scope of work:**[1778226410.pdf](#)

**Operation And Maintenance Of Substation - Repairing & Overhauling Of 145KV Bus And Line Isolator Installed At 220 KV Sub-Station Muradnagar Under ETD-Muradnagar ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Operation And Maintenance Service Is Required For	Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar
Type of Annual Maintenance Service Provider required	Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)
<b>एडऑन /Addon(s)</b>	

**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 / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Yogendra Kumar	201206,220 KV SUB STATION MURADNAGAR DELHI- MEERUT ROAD MURADNAGAR UTTAR PRADESH	1	<ul style="list-style-type: none"> <li>Number of months for which Operations &amp; Maintenance service is required during contract period : 1</li> </ul>

## 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. 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.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**EXECUTIVE ENGINEER**

**ELECTRICITY TRANSMISSION DIVISION 220 KV S/S**

**DELHI MEERUT ROAD, MURADNAGAR**

**Mob No. 7253888445**

**e-mail-eeetdmrd@upp**

**.org**

### **NOTICE INVITING E-TENDER**

E-tender in two parts (covers), part-I (cover-1) and Part-II (cover-2) are invited for works as per details given in following table. Cover-I of bid shall contain earnest money & Tender Cost in original Cover-2 shall contain price.

Sl. No.	Item/work	Tender Reference. No.	EMD (Rs.)	Scheduled date & time of submission of bids	Scheduled date and time of opening of Part-I	Cost of tender documents with GST (Rs)
1	Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar	T-/ 05 D/M/ FY / 202 6-27	2000 (Rs. One t housand five hundred only)	Upto 18/05/2026 by 14:00 hrs.	18/05/2026 at 14:30 hrs.	590- (Rs. Five hundred Ninety only)

The tender Part-I (Commercial) & Part-2 (Financial) can only be submitted by the bidder via online uploading of Documents in the PDF format through procurement website [www.etender.up.nic.in](http://www.etender.up.nic.in).

1. Cost of Tender Fee against Tender document shall be credited directly to Current Account of U.P Power Transmission Corporation Ltd. Muradnagar, "**Executive Engineer**, Electricity Transmission Division 220 KV S/S Delhi Meerut Road, Muradnagar through "**NEFT**"/**RTGS**" Transactions." Details of Transactions may also be send via e-mail (eeetdmrd@upptcl.org) Tender Fee and **EMD** shall be deposited tender wise separately i.e. there shall be clubbing of Tender Fee and **EMD** with that of other tender.

2.

2. Earnest Money is to be deposited directly to the Current Account of U.P Power Transmission Corporation Ltd. Muradnagar.

**Executive Engineer**, Electricity Transmission Division 220 KV S/S Delhi Meerut Road, Muradnagar through "**NEFT**"/**RTGS**" Transactions.

3. The bid of firms, without abovementioned digital transaction against the purchase of Tender Documents and Earnest Money **EMD** shall be rejected out right.

4. The full Account Details of **Executive Engineer**, Electricity Transmission Division 220 KV S/S Delhi Meerut Road, Muradnagar is given as below

(A) Account Holder Name : U.P Power Transmission Corporation Ltd. Muradnagar,  
"**Executive Engineer**, Electricity Transmission Division Muradnagar EXPENDITURE ACCOUNT.

(B) Account Number : **191805500133**

(C) Bank Name : ICICI Bank, Muradnagar.

(D) Branch Detail : **ICICI Bank Ltd, Muradnagar**, (Ghaziabad) **U.P -201206**

IFSC Code : RTGS/NEFT IFSC CODE: ICIC0001918

5. The receipt of such digital transactions against "**Tender Fee Cost**" and "**Earnest Money**" in form of **UTR No.** must be signed by the author signatory of Bank Issuer representative & also duly signed by the bidder along with their bank information's comprising of account number and account holder name etc.

6. The receipt of digital transaction against "**Tender cost in form of UTR No.** Transaction No. duly signed by bidder shall also be intimated by e-mail (eeetdmrd@upptcl.org) before bid submission end date and time.

7. Such digital transactions receipts as described in at **Sl. No. 5**, together with prequalification details technical and commercial terms and conditions and photocopies of **PAN** of **Proprietor/Firm GST** registration declaration .

8. Financial bid containing price only shall have to be upload as **cover-2 of Tender Part-2** in the Pdf/Excel format.

9. After evaluation of **Part-I** of Tender the date and time for opening of **Part-2** will be uploaded at the website: [www.etender.up.nic.in](http://www.etender.up.nic.in)

10. No documents (**Part-I & Part-2**) of any of the firm's shall be accepted in hard-copies (i.e other than online uploaded in digitally Pdf /Excel for ) through any means either by post of personal by this office.
11. Please visit website [www.etender.up.nic.in](http://www.etender.up.nic.in) for any other corrections/amendments/modifications extensions till the date of submission of Tender and thereafter.
12. **Executive Engineer**, Electy. Transmission Division Muradnagar reserves the right to accept or reject any offer without assigning any reason
13. Dispute if any, shall be under jurisdiction of Ghaziabad District Court in the State of U.P.

**"Save Electricity in the interest of the Nation"**

**ENGINEER**

**EXECUTIVE E**

## **Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar**

### **Scope of Work: -**

Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar

### **T & P: -**

T & P required for proper execution of works shall be arranged by the contractor himself at his own cost. However, any special T & P as specified in contract and necessary for completion of work can be had from the Dep. On request free of charge. But non availability of any such T & P shall not absolve the contractor of his responsibility to complete the work. No extra payment shall be made on account of this.

### **LABOUR: -**

Efficient Mechanic/skilled labours shall be arranged by the contractor at his own cost. In this connection department does not take any responsibility. However, if at any stage it is found the proper skilled personnel have not been deployed by the contractor for the work, he has to withdraw the unskilled labour doing the skilled job and deploy skilled personnel for doing the job. Also, the person deployed by the contractor found including in this that act of union, indiscipline or anything objectionable, shall be removed from site if asked to do so by engineer.

### **SAVE ELECTRICITY RULE: -**

construction work shall be carried out as per relevant provision of Indian Electricity rule 56 and Indian Electricity Act. 1910 or any amendment there of technical specification of the contract any other manual referred to therein shall be strictly adhered to.

**SAFETY & WORKMANSHIP: -**

safety rules shall be strictly observed by the contractor during the entire period of execution of work. However, in case of any major or minor accident, the contractor shall be who responsible for all consequences arising there of including payment of compensation under "Workers" compensation Act and the department shall in no way be responsible of this & AE shall ensure that at no level the safety ruled is violated.

**MATERIAL: -**

material shall be provided by the contractor at his own cost.

**THEFT & LOSSES: -**

in case of any theft and losses of material, reported by security guard/Contractor, necessary FIR shall be lodged by concerned JE with the concerning Police Station.

**INSURANCE: -**

the responsibility to maintain adequate insurance coverage at all times during period of contract for safety of staff deployed and spares handed over for maintenance shall be that of contractor. The contractor shall also take necessary insurance to indemnify third party risk arising out of work to be done by him at his own cost. The department shall not be responsible in any way in case of any mishappening. The contractor shall provide with copy of all insurance policies & documents to Executive Engineer.

**SUPERVISION: -**

work shall be supervision by Assistant Engineer/JE shall be over all in charge of supervision of each & every work in the contract. JE entrusted to get the work done, shall personally ensures that the execution is done exclusively as per specification of contract. In case of a

deviation, he will immediately write to contractor under intimation to Assistant Engineer  
Engineer in Charge.

### **ENGINEER: -**

Executive Engineer, Electy. Transmission Division Muradnagar, UPPTCL, shall be Engineer o  
he contract.

### **VERIFICATION OF BILLS: -**

ter the work has been satisfactorily complete at the end of each month Contractor will su  
nit bill to concerned JE/AE for recording in MB and Verification in first week of every mont  
or earlier. Any delay beyond that shall have to be justified by JE&AE in the covering letter  
here should not be any substantial gap between the date of verification of bills in MB an  
ts submission in the office of EE.

### **DISPUTE: -**

case of any dispute in respect of interpretation of any provision in the contract of any na  
re in respect of the work, the decision of the Superintending Engineer, Electy. Trans.  
cle, UPPTCL, Ghaziabad shall be final & binding upon both the parties.

### **JURISDICTION OF COURT: -**

e contract shall be governed by the Law of Government of India for the time in force in D  
rict Ghaziabad in the state of U.P. and shall be under the jurisdiction of Hon'ble High Cou  
Allahabad.

### **PENALTY: -**

e Contractor shall have to executive execute the above work within stipulated time  
owed, failing which a penalty@ ½% per week on remaining work subject to maximum of  
% of amount of the work shall be levied and recovered from the contractor's bills.

**FINANCIAL CONDITIONS: -**

**PRICE:** - To be quoted on rate schedule enclosed.

**DAMAGE OF EQUIPMENT:** - The contractor shall ensure to follow all instructions issued by concerned AS/JE. In case of damage of any equipment, if it is found due to negligence of contractor's employee/labour, same shall be recovered from contractor's bill.

**STATUTORY DUTIES AND TAXES: -**

**LOCAL TAXES AND LEVIES:** - All such taxes if levied shall be borne by the contractor & deemed to be included in rates quoted.

**INCOME TAX:** - The contractor shall be liable and responsible for payment of such taxes if attracted under the provision of law.

**GST:** - GST as applicable as per provision of the laws shall be paid extra by the department.

**EARNEST MONEY & SECURITY DEPOSITE: -**

The contractor shall furnish security @1% of total value of the contract on start of work otherwise shall be deducted from 1st running bill. The amount of earnest money will be converted into security deposit.

The security money shall be released after 6 months from the date of successful completion of work.

The security money shall be forfeited either in whole or in part at the absolute discretion of the engineer, if the contractor fails or neglects to observe or perform any of his obligations under the contract.

**COMPLETION PERIOD: -**

Material shall be delivered within 30 days from the date of this order.

**TERMS OF PAYMENT: -**

90% payment on monthly basis shall be made within one week of submission of bills and 100% payment may be released on submission of CDR/FDR of 10% amount of monthly bill.

Balance 10% payment or FDR/CDR of 10% amount shall be withheld as performance guarantee and shall be released after 6 months period from the date of completion of work after necessary certification by JE/AE that the work has been completed satisfactorily as per specification and nothing is outstanding against the contractor against this agreement or any other agreement of Dn.

### **MODE OF PAYMENT: -**

All payment shall be made through account payee cheques only drawn on the banker of the concerned division.

Proper receipt of the cheques must be given in the office before the cheque delivered to contractor.

The cheque shall only be delivered to the person having executed the agreement or any authorized representative of the firm with his signature duly attested.

### **WITHHOLDING OF PAYMENT: -**

Payment can be withheld on account of following at the discretion of engineer.

Violation of any contractual obligation on part of the contractor.

Failure by the contractor to make due payment of material or labour employed by him.

In sufficient progress of work. When the ground for withholding the payments are removed, payment shall be made without any delay.

### **NOTICE TO CONTRACTOR: -**

Notice may be given to contractor, if the Corporation thinks fit by the Registered post to the address given below:

**3 . Registration of ESI, EPF, WC Policy, Labour License and Electrical Safety Registration:-**

The Applicant must be registered in ESI & EPF respectively including Labour department registration in UP Govt.

) \*The Applicant must be registered as Class A contractor in Electrical Safety Department

or any other State Govt. or Central Govt. (which shall be verified) and shall get extended during the tenure of Agreement.

The Bidder must submit Character Certificate issued by District Magistrate (DM) valid on the date of Bid Submission.

Copies of Certificates in this respect shall be submitted along with Tender documents.

The Applicant should also have W.C. Policy or give affidavit to take the same before State of the respective Work allotted to the Firm as per terms of the Contract awarded.

Valid Registration in GST.

Financial- Latest 3 financial year income tax return, PAN Card, P&L and Balance Sheet (if applicable as per income tax act 1961) .

After Gem contract, Contract Must also be done on E stamp paper

Applicants Credibility Criteria:

The Applicant who stands currently debarred by UPPTCL / Any DISCOM of UP / Govt. of UP or black listed by any Distribution/ Transmission/ Generation Utility/Govt. Department in India on the schedule date of opening of tender shall not be eligible to participate in this tender.

The Applicants should not have any pending litigation with UPPTCL with regard to any Order/Work/Project or related activity.

EXHIBITS against Technical PQR

/s

**A part from terms and conditions mentioned above provision contained in General Conditions of Contract "A" of UPPTCL shall apply**

to be applicable.

However, in case of any discrepancy provision mentioned in general terms & conditions and special conditions will prevail over of from A conditions.

4. **Buyer Added Bid Specific ATC**

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

5. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Repairing & Overhauling of 145KV Bus and Line Isolator installed at 220 KV Sub-Station Muradnagar under ETD-Muradnagar

Sl. N.	Name of Work	Qty.
1	Repairing and overhauling of 145 KV Bus and Line isolators make round blade/strip type by opening jaws housing, finger, proper rubbing dust and flashing spot, opening isolated operating box & proper cleaning, lubrication & greasing of each moving parts ,replacement damaged jaws, blades, clamps et c. Providing white petroleum jelly in Jaws & blade heads. Finally checking of each isolator for smooth closing/opening & trouble free operation installed at 220 KV S/S Muradnagar. (Jaws , Blades, Clamps shall be provided by the department free of cost as per consumption).	11Nos

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [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---**