

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-05-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-05-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence
संगठन का नाम/Organisation Name	Mod Sectt Establishment
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Technology Consultants; Contract Management; Yes; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	2 Year(s) 6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	285000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Number of Consultants on payroll of firms:**Please refer pre-qualification criteria

**Number of projects completed in India having similar scope & size of proposed project under hiring:**Please refer pre-qualification criteria

**Scope Of work:**[1779778944.pdf](#)

**Profile of Consultants:**[1779778968.pdf](#)

**Pre-qualifications Criteria:**[1779778973.pdf](#)

**Payment Terms:**[1779778978.pdf](#)

**Hiring Of Consultants - Milestone/Deliverable Based - Technology Consultants; Contract Management; Yes; Hybrid(As Specified In Scope Of Work) ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Consulting Category/ Stream	Technology Consultants
Consultant's Profile	Contract Management
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
<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.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Gwalior	Project / Lumpsum Based	N/A

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

### 1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 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 25 percent with the consent of the service provider

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **1.Experience in Defence / MES Works**

(a) Applicant consultant shall be an Indian firm company registered under companies Act 1956/2013/LLP Act, 2008/Partnership/Proprietorship firm.

(b) The bidder must have handled techno-legal Consultancy Services/arbitration cases to minimum five (05) in MES. **[Necessary documentary proof shall be submitted in this regard]**

(c) The lead consultant / key professional shall mandatorily possess a recognized law Degree (B/Tech and LLB). **[Documentary proof for both qualifications shall be submitted].**

(d) The consultant shall have one (01) technically qualified person on its pay roll or through MoU with a minimum experience of 15 years in handling contractual matters such as drafting of tenders, conclusion of contracts, analysis of rates, analyzing deviations/ determinations w.r.t contract provisions, dispute resolution and arbitration in respect of infrastructure / construction. This technical person can be the Partner/ Director/ Proprietor of the firm/company. The consultant shall also have one (01) legally qualified person on its pay roll or through MoU having Degree of LLB/LLM/PG Diploma in ADR from a reputed recognized institution from India or abroad. This legally qualified person can be the Partner/ Director/ Proprietor of the firm/company.

(e) The consultant should not have been blacklisted by the central / any of the State Governments or any PSUs in India as on date of bid submission.

(f) The consultant should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an Arbitral or judicial pronouncement awarded against the consultant.

(g) The consultant's response should be as a single consultant proposing its own consultancy services. Consortiums /JVs are not allowed.

(h) Consultant will be selected through competitive bidding on lowest quotation/bid.

(i) The consultant shall not be entitled to any claim like permanent enlistment with MES, TA/DA claim during the period of services rendered by them or any other similar benefits. Quote submitted shall be inclusive of all such ancillary items. An affidavit to be submitted in this regard.

(j) The knowledge/ experience gained during the period of consultancy in MES shall not be used for the purpose which is detrimental to the interests of MES. Also, the consultant has to submit an undertaking that they will not take any independent legal work against MES during the consultancy period.

(k) Consultant must disclose conflict of interest (if any) with the subject case/ defendant

Contractor

(l) Consultant must follow and sign official secret act

## **2. Financial Capacity**

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2.1 The bidder shall have a minimum average annual turnover of **₹ 05 lakh** from consultancy services during the last three financial years. [CA-certified turnover statement shall be enclosed]

## **4. Past Performance**

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4.1 Bidders whose contracts were terminated or whose performance was rated unsatisfactory by MES / Govt Departments during the last **five years** shall not be eligible. **[A self-declaration to this effect shall be enclosed]**.

## **5. Conflict of Interest**

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5.1 The counsel/firm shall **not accept any assignment or representation on behalf of the Contractor or any other party having adverse interest against the Union of India in the same arbitration matter or any related dispute arising out of the same contract** during the subsistence of this engagement. In the event of any **actual or potential conflict of interest**, the counsel shall **immediately inform the Competent Authority**, who shall have the right to terminate the engagement forthwith.

## **6. Performance Obligations**

6.1 Services shall be rendered with professional diligence, integrity and confidentiality, Opinions/advice shall be reasoned and supported by rules, contract conditions and legal provisions and the consultant shall attend meetings/hearings as directed by MES authorities.

## **7. Confidentiality**

7.1 The engaged counsel/firm shall **maintain strict confidentiality** of all records, documents, communications, pleadings, evidence, opinions, and any other information received or prepared in connection with the arbitration proceedings. Such information shall **not be disclosed to any third party without prior written permission of the Competent Authority**, except where disclosure is required for the conduct of the proceedings.

## **8. Fees and Payment**

8.1 Payment shall be made as per rates accepted in the GeM Contract Order on following terms.

- (a) On successful **preparation and submission of the Statement of Claims on behalf of the Union of India (where applicable) and the Statement of Defence to the Contractor's Statement of Claims — 2**

**0% of the total contract value.**

- (b) On successful **preparation and submission of the Statement of Defence to the Contractor's Rejoinder / Rejoinders, if any — 10% of the total contract value.**
- (c) For **arguing and attending the arbitral hearings**, along with the department's officials, and assisting them in effectively presenting and defending the case before the Arbitral Tribunal — **7.5% of the total contract value per effective hearing, subject to a maximum of 30% of the total contract value.**

**Explanation:** For the purpose of this clause, **“effective hearing”** shall mean a hearing in which **substantive arguments, examination of witnesses, or consideration of pleadings/evidence takes place before the Arbitral Tribunal**, and shall **not include hearings adjourned without substantive proceedings.**

- (d) On providing **legal opinion, analysis of the arbitral award, and recommendations regarding implementation of the award or filing of challenge proceedings before the competent court — 40% of the total contract value.**

8.2 No escalation or additional claim shall be admissible unless specifically approved by the **Competent Authority**. The **bid amount shall be deemed to be inclusive of all expenses**, including travelling for meetings with MES officials, data collection, attending hearings, and all incidental expenses such as **stationery, photocopying, scanning, printing, and related office expenses.**

8.3 Payment shall be subject to satisfactory performance and availability of funds.

8.4 In the event the **arbitration proceedings are concluded prematurely** due to settlement between the parties, withdrawal of claims, termination of proceedings, or any order of the Arbitral Tribunal or court, **payment shall be restricted to the stages of work actually completed** as per Clause 8.1 above, and **no claim for the remaining stages shall be admissible.**

## **9. Termination**

9.1 MES reserves the right to terminate the contract at any time by giving **30 days' notice** without assigning any reason.

9.2 Immediate termination may be effected in case of breach, misconduct or confidentiality violation.

## **10. Liability and Indemnity**

10.1 The consultant shall be responsible for accuracy of advice and shall indemnify MES against losses arising due to negligence or wrongful acts.

## **11. Ownership of Documents**

11.1 All reports, opinions and documents prepared shall remain the property of MES.

## **12. Governing Law & Jurisdiction**

12.1 The contract shall be governed by laws of India and subject to jurisdiction of courts where the concerned MES HQ is located.

## **13. Force Majeure**

13.1 Standard force majeure provisions shall apply.

## **14. Period of Engagement**

14.1 The engagement shall be for a period of **two (02) years 06 (Six) months** from the date of issue of the **GeM Contract Order**, or **till completion of the arbitration proceedings as per the stages stipulated in Para 8 herein before**, whichever is later.

14.2 In the event the **mandate of the Arbitrator terminates due to resignation, withdrawal, incapacity, or for any reason whatsoever**, and a **substitute Arbitrator is appointed** in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, the engagement under this Contract **shall continue and remain valid** for conduct of the proceedings before such **substituted Arbitrator** until completion of the arbitration proceedings.

14.3 In case the arbitration proceedings are concluded earlier due to withdrawal of claims, termination of proceedings, or any order of the Arbitral Tribunal or competent court, the engagement shall stand concluded upon completion of the services required up to that stage, and payment shall be regulated in accordance with Para 8 of this Contract.

**14.4** Any **extension of the engagement**, if considered necessary, shall be **at the discretion of the Competent Authority**, based on the **performance of the counsel and administrative requirement**.

**14.5** Notwithstanding anything contained herein, the **Competent Authority reserves the right to terminate the engagement at any time for administrative reasons by giving written notice**, without prejudice to payment for the work already completed in terms of **Para 8 hereinbefore**.

**14.6** Upon completion or termination of the engagement for any reason whatsoever, the engaged counsel/firm shall **handover to the Department all case records, pleadings, correspondence, opinions, written submissions, evidence compilations, and any other documents or digital records prepared or received in connection with the arbitration proceedings**, and shall extend reasonable cooperation for smooth continuation of the matter by the Department or any other counsel engaged thereafter.

### 3. **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.

### 4. **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.

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

Text Clause(s)

The Techno-Legal Consultant shall provide services including but not limited to:

**(a) To prepare the Statement of Claims (if required), Statement of Defence to the Contractor's Statement of Claims, and Defence to the Contractor's Rejoinders**, etc., on behalf of the **Union of India** in respect of **contract**, wherein the **Contractor has raised claims amounting to approximately ₹78 Lacs**.

**(b) To prepare, compile, and submit all pleadings, documents, statements, and other details as may be required in the course of the arbitral proceedings**, as directed by the **Accepting Officer or other competent ME S authority**.

**(c) To provide legal advice/suggestions along with analysis of the arbitral award and recommendations regarding implementation of the award or initiation of proceedings for challenging the award before the competent court, as required.**

**(d) To argue and attend the arbitral hearings, along with the Department's officials, and assist them in effectively presenting and defending the case before the Arbitral Tribunal.**

**(e) To perform any other techno-legal task related to the arbitration proceedings as may be entrusted by the MES authorities from time to time.**

### **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---**