

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Comptroller And Auditor General (cag) Of India
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Accountant General , Uttar Pradesh
कार्यालय का नाम/Office Name	O/o The Principal Accountant General (gssa), Uttar Pradesh, Allahabad
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local 24*7
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 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),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

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	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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	118000

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).	25

(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 :

PAO

O/o The Principal Accountant General (gssa), Uttar Pradesh, Allahabad, NA, Accountant General , Uttar Pradesh, Comptroller and Auditor General (CAG) of India (Pao)

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 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.

4. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local 24*7 (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Maruti Suzuki Ertiga
Usage Variant	2000 km x 320 hours
Type of Service	Local 24*7
Year of Vehicle Model	2025 , 2024 , 2023
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
एडऑन /Addon(s)	
Outstation night charges applicable	Yes

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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Anil Singh	211001,O/o PAG(G&SSA), Satyanishtha Bhawan, 15-A Dayananda Marg	5	<ul style="list-style-type: none"> Estimated number of outstation nights per month per vehicle : 5 Duration in Months for which service is required : 24

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. Forms of EMD and PBG

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

PAO AG (A&E) UP PRAYAGRAJ
payable at
PRAYAGRAJ

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.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PAO AG (A&E) UP PRAYAGRAJ
payable at
Prayagraj

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

- The contract period shall be from 01.04.2026. to 31.03.2028
- Contract may be extendable up to one more year after completion of two years with mutual concern.
- The vehicle shall not be registered prior to 1st April 2023.

4. The running of vehicles in a month shall be 2000 KMs per vehicle. Excess KM after 2000 KMs and up to 2500 KMs. is payable at the rate of Rs.10/- per km. After 2500 km. no excess charges allowable.
5. The vehicle shall be in white colour only.
6. The vehicle to be hired should be registered in UP as a commercial vehicle.
7. The vehicle shall not have any accidental history/case.
8. There should be at least two sets of white seat covers, towels, napkins and air spray for the vehicle. It should be changed as per requirement or when instructed by the concerned officers.
9. The drivers will be paid outstation charge @ Rs 500 per day and @ Rs 300 per day for rendering duties in holidays/Sunday by the successful bidder.
10. Only petrol will be used as fuel for running the vehicle in any case.
11. Vehicles will have to be maintained in good running condition with shining body and good upholstery
12. In case of issue of any challan for whatsoever reason by the Police/ Traffic Police, successful bidder shall be liable to pay the fine imposed and bear other consequences.
13. FASTag charges shall be borne by the successful bidder.
14. Driver should be at all times on duty with proper attire. Driver should observe cleanliness and all the etiquette and protocol while performing the duty including helping in handling documents and assisting officers using the vehicle.
15. The driver must be provided with a mobile phone with active number at successful bidder's cost for communication with the officers.
16. The driver shall not be allowed to use the phone while driving.
17. Driver must not smoke or drink or use any kind of intoxicating substance/drugs while on duty. In case of misbehaviour of the driver or failure to meet any of the terms and condition, the hiring office will have discretion to order to the successful bidder to change the driver, and the successful bidder shall bound to provide a different driver immediately.
18. The driver must not disclose the personal details of the officers, their schedules and their locations and journey to any person in any manner. Breach of term shall attract the termination of the bid.
19. In case the driver is on leave due to personal reason, successful bidder shall m

ake alternate arrangement at its own cost.

20. The successful bidder cannot change the rate quoted in the bid except change in any taxes per government policy.
21. The bidders shall sign each page of the documents uploaded in the bid.
22. If decided by the competent authority, Vehicles will be inspected after opening of the technical bids and upon satisfaction/eligibility criteria being met, the financial bids of only those bidders who have qualified in the technical bid shall be opened and taken for consideration.
23. The Successful bidder will comply with the labour laws in force and all liabilities in this connection will be theirs. It is obligatory on the part of successful bidder that drivers are paid not less than the minimum wages as decided under Minimum Wages Act and successful bidder shall provide PF, ESI and other benefits to the drivers.
24. The office shall be under no obligation, legal or otherwise, to provide any employment to any of the personnel of the successful bidder during or after the expiry of the hire period. The office recognizes no employer-employee relationship between the office and the personnel deployed by the successful bidder.
25. The responsibility for the safety and security of the vehicle shall lie solely with the successful bidder. It is also the successful bidder's absolute responsibility to take care of any damage/ repairs caused to the vehicle during the period of the contract.
26. The successful bidder shall have an active mobile working 24 hours all seven 7 days a week for contact. The said mobile number must be informed to the Sr. Audit Officer /GD in writing.
27. In case the condition of vehicle is not found to be satisfactory or in case of breakdown or in case the vehicle does not report on time/ does not report at all, this office would have the right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the successful bidder.
27. The successful bidder shall in no case, lease/ transfer/ sublet/ appoint caretaker for the service rendered.
28. The salary of the drivers shall be paid within a week of next month irrespective of payment received by the office.
29. The billing will be done monthly. The office shall not make any advance payment. No GST will be paid if the successful bidder fails to provide proof of deposit of the GST of the previous month into the government account. If the successful

bidder is exempted from payment of GST the same should be clearly stated on the quotation, mentioning authority of such exemption.

30. Irrespective of the payment of the monthly bill amount by the office, any dues payable by the successful bidder including the salary of the driver, Govt. taxes etc., shall be promptly settled by the successful bidder, and successful bidder shall have no claim against the office for any delayed payment.
31. Once the hiring of vehicles commences, the vehicle and the driver should not be normally changed unless instructed by the office. Change in the designated driver, if necessary, should be intimated in advance,
32. In case of any accident, involving the use of vehicle and / or injury etc. to the persons and driver deployed, all the claims arising out of the same shall be met by successful bidder and the office has no liability regarding this.
33. The hiring office reserve the rights to increase or decrease the number of vehicles hired without assigning any reason during the contractual period and in case of increase in vehicles, the successful bidder shall be liable to provide the vehicles at the same rate quoted in the bid.
34. The office is not bound to hire any specific number of vehicles. Hiring of vehicles is pure need base and the number of vehicle hired may be increased/decreased as per requirement.
35. The successful bidder shall provide name and addresses of the driver along with copy of driving license.
36. Successful bidder shall give an undertaking in respect of the good moral character of the driver and his being free from any criminal proceeding/charges.
37. The hiring office shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Department as result of theft, burglary etc or any illegal act on part of the successful bidder or his employee or the driver provided by him causing any loss to the office directly or indirectly.
38. On awarding the contract, the Successful bidder has to furnish with the certified copies of RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle.
39. The vehicle provided should be for exclusive use of the hiring office. The vehicle deployed will not be used for any commercial/ personal purpose during the contract period.
40. The Department shall have the right to deploy its own driver even for the vehicle

le for which bids have been accepted 'with driver'. In such a case, the rate shall be reduced by an amount as stated in clause 23.

41. In case of any dispute, the decision of Principal Accountant General (Audit-I) shall be final and binding upon both the parties.
42. Bidder to upload ITR for last three financial years.
43. Annual turnover of the bidder should not be less than Rs.30 lakhs during the last three financial years. Certificate of turnover to be uploaded with the bid document.
44. It is mandatory for the bidder to submit an undertaking with the bid document that he will follow the minimum wages rule and remuneration paid to its drivers will be as per rule.
45. The bidders shall submit the PF/ESI details of last three years.
46. Vehicles to be provided under the contract must be comprehensively insured and should carry necessary permits/clearances including valid PUC.
47. The hiring charges would be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of drivers/staff, payment of insurance, road tax etc.
48. Vehicles hired shall be provided for exclusive use of this office and shall not be used by the contracting agency for any other purpose.
49. In case of any accident/mishap, all the claims arising there from shall be met by the successful bidder. The successful bidder shall be solely responsible for any claims by any third party and/or any employees of the user department travelling in the vehicle, for any injuries caused by the driver of the vehicle whether or by accident or otherwise.
50. It will be the responsibility of the successful bidder to maintain the hired vehicles in neat, clean, 2 hygienic conditions.
51. The upholstery of the vehicle should be proper and clean. Vehicle must be provided with the dedicated driver, who must be well behaved and possessing driving experience of not less than five years. The vehicles should be equipped with an emergency medical kit and a fire extinguisher.
52. Successful bidder will be responsible for regular servicing of the vehicles hired (as and when due)
53. Driver of the vehicle hired shall observe proper etiquette, politeness and protocol while performing his duty. He shall be neatly and properly dressed.

54. The bidder must submit an undertaking that neither he nor his firm has been blacklisted by any Govt. department/organization for any reason as on the date of submission of bid and would upload the same with the bid.
55. The successful bidder shall ensure that the Odometer of the vehicle provided is properly sealed so that no tampering is done to inflate the kilometre reading of distance travelled.
56. The authorized officer of the office would carry out surprise checks of Odometer of the hired vehicles.
57. The Kilometres shall be calculated based on zero-based mileage starting from the office on the first day of contract.
58. The successful bidder must provide the name and address of the driver along with the copy of driving license. Upon commencement of hiring contract, driver of the vehicle or vehicle will be changed only with the consent of this office.
59. It will be responsibility of the successful bidder to maintain record of journeys performed in the respective Logbook on daily basis. The same shall be taken into consideration by this office while making payment to the contracted successful bidder.
60. The successful bidder shall provide alternate vehicle/s in case of any shortfall or whatsoever reason or any breakdown of any of the hired vehicles.
61. In case of non-reporting of the driver or vehicle due to any reason or if the vehicle does not report within the reasonable time or does not report at all, this office will have right to hire vehicle from any other travel agency for such period and such additional hiring cost would be borne by the successful bidder. In addition, a penalty of Rs.2500/- (Two thousand five hundred only) per day, per vehicle shall be deducted from the hiring charges payable to the agency.
62. In the event of any unsatisfactory performance, either of the vehicle/s or driver and/or noncompliance with the terms and conditions of the contract would result in termination of contract after 07 days' notice.
63. Bidder should upload copy of PAN Card, Proof of registered office address GST details, RC papers, PUC Papers, Insurance papers and all other necessary documents and same shall be submitted in the office immediately after awarding the bid.
64. The successful bidder shall undertake to indemnify this office against all the damages/charges arising on account of or connected with the negligence of the successful bidder or his staff or any person under his control whether concerning

any person or public in general while executing the contracted service or otherwise and against all claims and demand thereof.

65. Vehicles should carry necessary permits/ clearance from the Transport Authority, or any other relevant Authority required as per law. The vehicle should also carry necessary pollution certificates issued by the relevant authority. Copy of the above certificates has to be furnished to the office concerned for which the vehicle is offered.
66. Bidder must furnish detail of vehicle, proposed to be offered, in the table given below-

Detail/Specification	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
Vehicle Company					
Model					
Variant					
Registration year					
Registration number					
Odometer reading as on 20.01.2026					
Fuel					

5. **Buyer Added Bid Specific ATC**

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

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---