

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	10-03-2026 17:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	10-03-2026 17:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Steel
<b>विभाग का नाम/Department Name</b>	Steel Authority Of India Limited
<b>संगठन का नाम/Organisation Name</b>	Bhilai Steel Plant
<b>कार्यालय का नाम/Office Name</b>	Materials Management
<b>वस्तु श्रेणी /Item Category</b>	Custom Bid for Services - Providing of Energy Meter reading and punching in Bhilai Township
<b>समान श्रेणी/Similar Category</b>	<ul style="list-style-type: none"> <li>Operation and Maintenance Of Electrical Systems/Electrical Installations</li> </ul>
<b>अनुबंध अवधि /Contract Period</b>	2 Year(s)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (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
<b>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?</b>	No
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	4525999
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. 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.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

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

**Scope of Work:**[1772104680.pdf](#)

**Payment Terms:**[1772104685.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1772104700.pdf](#)

**GEM Availability Report ( GAR):**[1772104704.pdf](#)

**Custom Bid For Services - Providing Of Energy Meter Reading And Punching In Bhilai Township ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Providing of Energy Meter reading and punching in Bhilai Township
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<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 विशिष्ट दस्तावेज़ /Additional Specification Documents****प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Diptesh Chandrakar Singh	490006,TA Building, Indira Place, Bhilai	Project / Lumpsum Based	N/A

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

stipulated in the following standard documents available at <https://sailtenders.co>. under "Standard Documents" titled as "BSP CCNW Standard Tender Documents 22.11.2022" and the same shall, for all intents and purpose, be deemed to be forming integral part of the contract and shall always be construed accordingly:

GENERAL CONDITIONS OF CONTRACT FOR PROCUREMENT OF SERVICES (SAIL - S1) ( 56 Pages)

INSTRUCTIONS TO THE BIDDERS (herein after referred as ITB) (22 Pages)

Annexure-SC, Annexure-SC-A, Annexure-LC ( 18 Pages)

Guidelines on Banning of Business Dealings (14 pages)

Scheme for Settlement of Contractual/Commercial Disputes through mechanism of Outside Expert Committee (OEC) (6 pages)

GROUP PERSONAL ACCIDENTAL INSURANCE COVERAGE (1 Page)

i) In addition to the GCC SAIL-S1 the following special conditions of contract (SCC) shall also apply.

ii) Wherever SCC differs from ITB/ GCC (SAIL-S1), SCC shall over-ride ITB/ GCC (SAIL-S1).

iii) Wherever ITB differ from GCC (SAIL-S1), ITB shall over-ride the GCC (SAIL-S1).

iv) Wherever the description of the work in Tender Schedule differs from the general specifications, the description given in the Tender Schedule shall override the later.

v) All the documents listed above are available in the SAIL Website <https://sailtenders.co.in> and in the Contract Cell- Non Works; interested bidder can read it, clarify their doubts from the office of tender issuing office

r. The Bidder does not need to submit signed copies along with the Tender. However, the Bidder by submitting the tender shall be deemed to have read and understood these conditions and the same shall, for all i

ntents and purpose, be deemed to be forming integral part of the contract and shall always be construed accordingly

#### SPECIAL CONDITIONS OF CONTRACT:

1. Eligibility Criteria: Quotation of only BSP registered vendors of the following discipline and class shall be accepted :

The vendors registered with BSP in class "D"(and above) of Discipline 6.1 or 6.2 ALL TYPE OF ELECTRICAL WORK; ERECTION,

CABLING, INSTALLATION, TRANSMISSION & DISTRIBUTION are eligible. Vendor has to indicate details of registration as "Service

Vendor" with BSP and shall inform the following :

Vendor Code :

Registration validity :

Class & Discipline registered :

Bidder should have/had valid registration on any date during the period "from the date of issue of NIT to last date/extended last date for submission of filled tender documents" in above Discipline & Class. Offers received from the Bidders who do NOT fulfil above eligibility criteria shall be termed as invalid /unsolicited offers and shall not be processed further .

Offers received from other than above vendors will not be considered and will be summarily rejected.

#### 2.0 ADDITIONAL CONDITIONS

A) Meter Reading:

2.1 In addition to GCC SAIL S-1 following Special Conditions will be applicable:

2.2 The Bidder is expected to satisfy him by actual working area /inspection of the site, locality of the work , nature and difficulties.

Accordingly, the quoted rates in this tender will be adequate to complete the work according to the services desired in time bound manner

(Within 20 days Cycle) for every month as per the plan given by Operating Authority/ Executing officer and conditions attached therewith

considering all conditions and difficulties that may be encountered during progress of work and completion including all labour etc.

whatsoever, as described.

2.3 The party shall be responsible for arrangement / providing of all minor tools, torch, small stool/ladder etc to Meter reader for ease in

taking meter reading.

2.4 The party shall provide communication facilities to all his employees for day to day coordination.

2.5 The Meter readers' deployed required maintaining harmonious behavior with consumers should be at least 10th passed, aged > 20

Yrs and less than 50 Yrs with no criminal record for which contractor has to give certification in support of this.

2.6 Dress Code and ID proof (issued by BSP) to be maintained & kept all the times during visiting premises for meter read. It required to

be produced if asked by consumer without any debate. The visiting timing shall be in between 07:00 Hrs to 17:00 Hrs in all days including

even Sunday.

2.7 The supervisor of the party will ensure return of duly filled Ward books on daily basis for entry in the system.

2.8 The party should strictly follow the safety rules & guidelines under the relevant Indian Electricity Act and all other act & rules in vogue

including safety norms of SAIL/ BSP and in case of any mishap, the party shall be solely responsible and liable for prosecution.

B) Punching of Reading:

2.9 Punching of all meter readings collected shall be done by the party. Meter readers will not punch the readings. For punching, party

should deploy other persons.

2.10 The persons feeding readings in computers shall be conversant to PCs & should be at least 12th passed, aged > 20 Yrs and less than 50 Yrs with no criminal record for which contractor has to give certification in support of this.

2.11 The supervisor of the party shall ensure that entry of reading from ward books is done on daily basis except Sundays & public

holidays or as mentioned by executive in-charge.

2.12 Punching of all readings should be done in 20 days cycle.

2.13 The Meter reading shall be entered in BSP system through 4 Nos. PCs setup at BSP-TEED Energy Cell Section with BSP intranet

connectivity at TA Building, Indira Place, Bhilai. No usage charge will be levied for the same.

2.14 Working hours shall be between 09:00 Hrs to 17:30 Hrs in all working days.

In case of any further information, clarifications etc. whatsoever with regard to this tender; the same may be sought from AGM (Energy

Cell) who will be the Operating Authority for this Contract.

### 3.0 SCOPE OF WORK

A) Meter Reading:

3.1 The area of scope covers domain of supply of power distribution of BSP Township, TEED

3.2 Scope of work of the party shall constitute charge of getting available Meter Reading in Bhilai Township every month which varies

from 32000 to 35000 on the nature of occupancy which is dynamic. For performance evaluation per month, meter read is considered as

34000.

3.3 The scope covers collection of Ward Book from the Officer I/c (Energy Cell) the contract executing officer as per scheduling, visiting

premises and logging of meter reading with their pen in Ward book in legible handwriting.

3.4 The following also to be recorded by Meter readers 1) Meter/circuit bypassing theft, meter status, Meter seal condition, Terminal seal

condition etc.

3.5 First time locked unit will be considered for counting as meter read, however for next/ subsequent visit if unit is found locked, it will

counted in meter read subject to reader affix a notice issued by the Executing officer. After affixed notice reader will take photo (in mobile

)of locked door with notice as evidence and show to executing officer on demand .For the locked premises cases Meter Reader shall

maintain different timing if required i.e. morning Hours or evening hours.

3.6 The party shall have a supervisor who will report on daily basis and responsible to collect/submit ward book with (soft copy in excel)

summery of reading. The supervisor is responsible for the overall contract activity and coordinate to OA or his representative.

3.7 BSP consumer ,Who is submitting meter reading in online module will consider as meter read only ,if reader will bring name and

signature of BSP consumer in ward book.

B) Punching of Reading:

3.8 Scope of work of the party shall constitute punching of available meter readings in 20 days cycle.

3.9 Persons feeding readings in BSP system should be highly attentive during the work so as to avoid any mistake.

3.10 Any discrepancy in meter reading, if found, shall be communicated to executive in-charge immediately.

3.11 If party feels that punching could not be completed in allotted cycle, it may request executive in-charge for punching on holidays/off

days. However, decision of executive in-charge shall stand in such conditions.

3.12 Supervisor of the party shall get the ward books issued for punching & return it to the executive in-charge after job completion. Same

shall be recorded in a separate register which will be jointly signed by executive in-charge and supervisor.

4.0 NOT COVERED IN THE SCOPE OF CONTRACT:

a. Handling consumer grievances.

b. Providing/Arrangement of Ward-Book, Stationery etc.

c. Maintenance of PCs etc.

5.0 SOP FOR THE PROPOSED WORK

i) The Supervisor of the party will report daily to OA or its representative (Contract Executing officer) for day to day coordination &

instruction.

ii) Schedule & corresponding Ward books will be issued to the Supervisor of the party by the contract Executing Officer daily.

iii) The supervisor of the party shall coordinate all the meter reading & punching activity further and return the duly filled Ward Book to

contract Executing Officer on daily basis.

iv) The meter reading is a precise job for the consumer as well as distribution licensee point of view, hence deployment of adroit

manpower is desired to ascertain the monthly reading in each cycle of reading & punching in time frame of 20 days (as per Contract

Executing officer) in BSP system.

v) The log book required to be maintained by the Supervisor of the contracting agency & will be kept at the office of contract Executing

Officer for monitoring the progress.

#### 6.0 DURATION OF CONTRACT

6.1 The period for this Contract shall be 24 months from the date of LOI/Award.

6.2 Mobilization period of 15 days shall be inclusive in the contract period & penalty in case of default in commencement of execution of

job shall be Rs 500 per day after 15 days of mobilization period.

#### 7.0 OPERATING AUTHORITY

AGM(TEED-EC), shall be the Operating Authority for the contract in terms of clause 2 of General Conditions of the Contract (GCC).

#### 8.0 METHOD OF MEASUREMENT

8.1 The party shall maintain the log book as per following proposed format in the office of Executing officer and log meter reads on daily

basis & progressive cumulative figures will be signed jointly.

8.2 The payment shall be released to the party in form of RA/Final Bills. It is to be noted that payments shall be released strictly based on

the method of measurements

8.3 Accordingly measurement shall be recorded by Executing officer in the Measurement Book on month to month basis which shall be

certified by the OA or his representative in the following format:

#### 8.4 Payment Terms :

The Contractor has to submit monthly RA Bills (in 4 copies, Printed Format) to the Operating Authority.

The payment will be made after deducting TDS, Security Deposit (if any) and other statutory deductions from the Bills.

Payments (Monthly Bills) will be given based on Actual Meter Read in a month (XA) in a stipulated cycle period given by OA/his

representative as per following measurement criteria:

Measurement Format mention Ward Book issue/return Date, Ward Book No. ,Meter Read as per scope & punched in the system ,

Cumulative Monthly Meter Reading taken,Signature of Agency representative ,Signature of Executing officer Remarks etc.if any will be

provided by contract Executing Officer (in the Register with executing officer).

S.No. Date/month/year (Nos of meter read)

1 xx/xx/xx x1

2 xx/xx/xx x2

n xx/xx/xx Xn

Total Actual Meter Read collected in a Month  $\sum x_i (i = 1, n) = XT$

9.0 DEDUCTIONS will be imposed on Erroneous Meter reading if Error > 2.0%. Minimum 1% of actual recorded meter reads will be

cross checked /verified by the contract executing officer on sample basis for each month & % error and reading consider for payment(XA)

will be derived as under

Where T= Total No. of Sample

Incorrect Meter read in T \*100

Error (E %) =

T

Erroneous Meter Read (XE) =  $2 * XT * (E/100)$  (if Error > 2.0%)

Where XT = Total Actual Meter Reading in a Month

Hence Computed Total Monthly Meter Read (Qty) XA = (XT - XE) if Error > 2.0%

And XT=XA if Error is less than 2.0%)

(For the payment purpose)

a) If  $XA > 32000$ , Qty/Masurement = 1

b) If  $29000 > XA < 32000$ , Qty/Masurement =  $\{1 - 1.025 \times (34000 - XA)/34000\}$

c) If  $26000 > XA < 29000$ , Qty/Masurement =  $\{1 - 1.050 \times (34000 - XA)/34000\}$

d) If  $22000 > XA < 26000$ , Qty/Masurement =  $\{1 - 1.100 \times (34000 - XA)/34000\}$

e) If  $18000 > XA < 22000$ , Qty/Masurement =  $\{1 - 1.150 \times (34000 - XA)/34000\}$

f) If  $15000 > XA < 18000$ , Qty/Masurement =  $\{1 - 1.200 \times (34000 - XA)/34000\}$

g) If  $XA < 15000$ , Qty/Masurement = 0.

10.0 PAYMENT TERMS: The payment shall be released to the party in the form of RA/Final Bills. It is to be noted that payments shall be

released strictly based on the method of measurements & deductions.

#### 11.0 PRICE VARIATION CLAUSE

The quoted/awarded rates shall be firm for the entire period of Contract including extension, if any.

12.0 LD: As per GCC SAIL S-1

#### 13.0 PENAL CHARGES FOR LATE RETURN / NON-RETURN OF GATE PASS ISSUED AGAINST THE CONTRACT.

13.1 The gate pass issued against the contract have to be deposited back with CISF within 7 days from the date of issue of such

instructions from the Operating Authority. Failing to comply with the above provisions, penalty as per following will be imposed on the

Contractor:-

13.2 Delay in returning of gate pass will invite penalty @ Rs. 2/day/pass.

13.3 The penalty imposable for the loss of gate pass is Rs. 50/- per gate pass.

13.4 This penalty will be over and above the penalty (if any) due to non-compliance of the Contract terms.

## 2. 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---**