

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	14-08-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	14-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Ports, Shipping And Waterways
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Jawaharlal Nehru Port Trust
कार्यालय का नाम / Office Name	Port Wing
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :jnptgem@jnport.gov.in Buyer Email id: noharlalghormare@jnport.gov.in
कुल मात्रा / Total Quantity	80
वस्तु श्रेणी / Item Category	Adobe Professional PDF Editor Software.
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Adobe Professional PDF Editor Software
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	PDF Editing and Management Software, DISASSEMBLER COUPLED DEBUGGER WITH HEX EDITOR SOFTWARE
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Office Suite Software (V3) - PDF Editing and Management Software - Designing Software (V3)
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	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	3
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	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	5619344
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	112000

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).	39

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Jawaharlal Nehru Port Authority
Jawaharlal Nehru Port Authority, Ministry of Ports, Shipping and Waterways
(Jawaharlal Nehru Port Authority)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

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(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Noharlal Lokram Ghormare	400707,Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai - 400707	80	60

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

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. Minimum Eligibility Criteria

Sr. No.	Minimum Eligibility Criteria	Document to be submitted.
1	Minimum Average Turnover of the Bidder : ₹ 16.86 Lakhs 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. 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.	A certificate from the Chartered Accountant with Unique Document Identification Number (UDIN), indicating the turnover details for the relevant period or Audited Profit loss and Balance sheet with Unique Document Identification Number (UDIN) shall be uploaded with the bid.

2	Minimum Eligibility Criteria: The Bidder should have successfully executed at least one order costing not less than ₹44.95 Lakhs OR minimum two orders, each one costing not less than ₹28.10 Lakhs OR minimum three orders, each one costing not less than ₹22.48 Lakhs for similar works i.e. Supply of Office Software / Application Software / Database Software / OS software / Development software in any Govt. firm / agency, PSU or Reputed Pvt. organization during last 5 years from the date of issue of bid. Note:- The bidder is allowed to submit maximum of three relevant work orders with completion certificate & Form 26AS. If submitting irrelevant work orders, the bid shall be rejected.	Copies of work-order/s and satisfactory completion/performance certificates as issued by clients in support of enclosed order/s. a) In case turnkey project, cost of Supply, installation and commissioning of software will be considered. b) In case the bidder submitting completion certificate from reputed private sector companies/firms, the bidder has to submit Form 26AS with the clearly visible amounts received from the client. Additionally, the bidder shall submit bank statement duly certified by the bank; the received amount must match the MQC requirements. c) In addition to above, if required, JNPA shall be at liberty to seek independent confirmations from concerned party to ascertain the veracity of the particulars submitted including scope of services and the bidder should have no objection to seeking such confirmations.
3	The Bidder should not have been currently blacklisted by any Government / Government organization /Banks / PSUs in India etc.	The Bidder should not have been debarred /black-listed by any Central/State Government Agency/ Public sector Undertaking /Regulatory authority of India at the time of submission of bid. An undertaking by the bidder in this regard to be submitted
4	Manufacture Authorization Form (MAF)	Manufacture Authorization Letter from OEM is required to be submitted confirming that the bidder is authorized to quote their products & product comply with the requirement as per specifications given in the bid document (Refer Format B). The submitted MAF will be verified by the OEM.

B. Scope of Work.

Sl. No.	Broad Scope of Work
1)	The Bidder shall be responsible for supply and successful installation of the software including configuration of application software, if any and making them fully operational.
2)	JNPA, will carry out an acceptance test of the software after installation. In case of any discrepancy observed during the Acceptance Test, JNPA has the right to reject the entire software supplied at the risk and cost of the Bidder.

3)	The Bidder to guarantee supplied software should be having the latest version available for sale at the time of bid. The software is licensed, original and legally obtained. The license should be in the name of "Jawaharlal Nehru Port Authority." (This bid is for Adobe Professional PDF Editor Software, other makes will not be accepted.)
4)	The Bidder will be the single point of contact to the JNPA.
5)	Bidder shall provide support and warranty for the period of 3 years from the date of activation/reflection of licenses in the Management Console. All the version upgrades, patch updates, functionalities improvements, hotfixes (if any) to be free of cost for the supplied no. of license /software during entire support and warranty period.
6)	The configuration as per the technical and other specifications must be functional and installed from the day one.
7)	All required patches/updates should be either available/downloadable from the OEM website or supplied and installed by the Bidder free of cost during the warranty & support period.
8)	Any associated software, which is not mentioned in the tender document but is required to meet the solution, shall be supplied by the Bidder free of cost.
9)	The Bidder shall deliver the software license agreement to Jawaharlal Nehru Port Authority, Navi Mumbai. The License can be installed and utilized at any of the Jawaharlal Nehru Port Authority location.
10)	The Bidder shall install the software on a PC in Jawaharlal Nehru Port Authority, demonstrate the features of the software and SOP for downloading the License in Client's PC.
11)	The Bidder shall prepare and submit the Delivery and Installation/Activation Report. The date of signing the installation/activation report by the Bidder and Jawaharlal Nehru Port Authority shall be considered as installation date.
12)	Bidder shall provide support during the warranty & support period of 3 years from the date of activation/reflection of licenses in the Management Console at no extra cost to Jawaharlal Nehru Port Authority.
13)	The Bidder shall submit warranty documents issued by OEM for back-to-back warranty & support for the a forementioned period.
14)	Escalation matrix should be provided for support, technical, project, etc.
15)	Service level Agreement (Timely Servicing / rectification of defects during warranty period): After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as a penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

16)	Additional licenses: JNPA may place an order for additional 30% of the total quantity for the duration of one year from the date of Purchase Order at the same rate with same terms and conditions. There shall be no escalation in price during the one year of contract period. At the time of delivery, in case the quoted model becomes obsolete, then bidder shall supply the latest model having the same configuration or higher within the quoted price and under same terms & conditions after obtaining approval from JNPA.
17)	Payment Term: Payment will be released on delivery of ordered quantity. The payment will be released after the submission of e-invoice in the name of Jawaharlal Nehru Port Authority.
18)	Completion Period: The period of completion is 60 days from the date of issuing order.

C. Performance Guarantee/Security Deposit:

The successful bidder will be required to furnish Performance Guarantee (ePBG) equal to 5% of the contract price within 15 days from the date of issue of work order & same shall be valid for a period up to completion of contract period of 05 years with claim period of 03 months. Any expenditure in this connection will be borne by bidder.

Note -

- i) The PBG is 5% for the subject bid. The PBG should be in name of Jawaharlal Nehru Port Authority.
- ii) If the successful bidder fails to submit the PBG within the stipulated period, interest of 12% per annum on performance guarantee amount will be levied (non-returnable) for delayed period of submission from first running bill.
- iii) JNPA will be entitled to encash the Bank Guarantee (BG) deposited by the bidder to the JNPA, in any of the following events:
 - a) In case of failure on the part of the bidder, at any time, during the continuance of this contract, to comply with any of the conditions herein contained.
 - b) In case of any breach of contract, or
 - c) Service provided by the bidder during the period of contract is found to be unsatisfactory.

After completion of contract period, the admissible performance guarantees after deduction of penalty if any shall be released without any interest.

Insurance Surety Bond (**Refer Format G & H**) will also be accepted as an alternative to Bank Guarantee for both Earnest Money Deposit (EMD) and Performance Security.

D. CONTRACT AGREEMENT, INTEGRITY PACT & NON-DISCLOSURE AGREEMENT:

Successful bidder have to sign contract agreement, integrity pact & non-disclosure agreement as per format within 15 Days from the issuing date of work order.

Note-

The bidder has to upload the given formats with relevant documents in ATC as per given below. The bidder has to upload all formats duly signed; seal & company stamp with supporting documents along with the bid. The formats are attached in Buyer Added Bid Specific ATC.

Sr. No.	Additional Documents Requested in ATC	Documents to be uploaded in respective ATC
1	ATC 1	A certificate from the Chartered Accountant with Unique Document Identification Number (UDIN).
2	ATC 2	Copies of work-order/s, satisfactory completion /performance certificates as issued by clients in support of enclosed order/s, Form 26AS, Bank Statement etc.
3	ATC 3	Format - B Make in India Certificate.
		Format - C Non debarred/black-listed undertaking
4	ATC 4	Format - A o Compliance Sheet <u>Any other documents</u>

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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 कार्यवाई 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---