

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	100 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Central Railway
कार्यालय का नाम/Office Name	Central Railway Stores Deptt
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dycmms@cr.railnet.gov.in Buyer Email id: krishna.chandak@gov.in
वस्तु श्रेणी /Item Category	Monthly Ambulance Service (All Inclusive) - All inclusive service; Type B Patient Transport Vehicle; Single Stretcher Premium Van; Tata Winger Ambulance 3400, Tata Winger Ambulance 3200, Force Traveler Ambulance, Tata 407 Ambulance
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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 विवरण/Bid Details	
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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1719873.6
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	34400

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).	26

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

Sr DFM/SUR
DRM Office, Solapur (Central Railway, Ministry of Railways)
(Shri Aditya Tripathi)

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/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	100

1. 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 100% (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.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Ambulance Service (All Inclusive) - All Inclusive Service; Type B Patient Transport Vehicle; Single Stretcher Premium Van; Tata Winger Ambulance 3400, Tata Winger Ambulance 3200, Force Traveler Ambulance, Tata 407 Ambulance (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Procurement Model	All inclusive service
Ambulance Type	Type B Patient Transport Vehicle
Ambulance Model	Single Stretcher Premium Van
Model Variants	Tata Winger Ambulance 3400 , Tata Winger Ambulance 3200 , Force Traveler Ambulance , Tata 407 Ambulance
Air Conditioning Requirement	Non AC
Usage Variant per month	1500 km
Duty days in a month	All days including holidays
Year of Vehicle Model	2024 , 2023 , 2025 , The Vehicle Model shall not be older than 03 years
Km travelled	Up to 25,000 KM
Fuel Type	No Preference
एडऑन /Addon(s)	
GPRS Tracking	Yes
Consumables & Medical Supplies	NA
अतिरिक्त विवरण /Additional Details	
Location Address	Solapur
zipcode	413001

अतिरिक्त विशिष्टि 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	संसाधनों की मात्रा / Number of Ambulances Required	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Ambulances Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Vinod Ingaleshwar	413001,OFFICE OF SR DMO, DR KOTNIS MEMORIAL RAILWAY HOSPITAL, BHAIYA CHOWK	1	- Enter number of ambulances for GPRS : 1 - Number of Months during Contract Period 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 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 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 50 percent with the consent of the service provider

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added ATC Clauses

1. The bidder shall submit documentary proof of ownership of the Ambulance in the form of a Registration Certificate (RC Book) or Tax Invoice. The Ambulance offered shall be of Model Year 2023, 2024, 2025 or 2026 and shall not be more than three years old on the date of bid submission.
2. The RC Book/Tax Invoice shall be in the name of the bidder/firm. In case the Ambulance is registered in another person's or firm's name, a duly notarized Memorandum of Understanding (MoU), specifically authorizing deployment of the Ambulance for this tender and mentioning the GeM Bid Number, shall be submitted along with the bid.
3. The Ambulance shall not have run more than 25,000 kilometres. Documentary proof of the odometer reading shall be submitted along with the bid.
4. Quotation copies, booking receipts or temporary booking documents shall not be accepted as documentary proof during evaluation.
5. During the contract period, if the Ambulance is seized, detained, requisitioned or otherwise rendered unavailable by the Police, Motor Vehicle Authorities or any other statutory authority, the same shall be entirely at the Service Provider's risk and cost. The Service Provider shall immediately arrange an equivalent replacement Ambulance without interruption of service.
6. The Ambulance shall be available on a 24x7 basis and shall operate as and when required by the Chief Medical Superintendent, Solapur or his/her authorized representative. The Ambulance shall be provided with a qualified driver. All expenses relating to fuel, repairs, servicing, maintenance, insurance, permits, taxes and statutory compliances shall be borne by the Service Provider throughout the contract period.
7. The Ambulance shall primarily be deployed at Divisional Railway Hospital, Solapur (DRH/SUR) and may be required to operate anywhere within or outside the State, including inter-state journeys, as directed by the Railway Administration.
8. Extra kilometres beyond 1,500 km per month shall be paid as per the applicable GeM contract provisions.
9. The Ambulance shall be equipped with a functional GPS tracking system throughout the contract period. Failure to maintain the GPS system shall attract penalties as per contract conditions.
10. This contract shall be governed by the General Conditions of Contract (GCC) for Services-2018, including all amendments and correction slips issued from time to time.
11. The Service Provider shall not sublet or assign the contract. However, the Service Provider may engage Ambulance owners or drivers as an aggregator, while remaining fully responsible and liable for due performance of the contract.
12. The rates quoted shall be inclusive of all applicable taxes, duties and GST.
13. The Tender Accepting Authority reserves the right to accept, reject or cancel the tender wholly or partly without assigning any reason.
14. Ambulance services shall be required continuously on a 24 hours x 7 days basis throughout the contract period.
15. The Railway Administration (Medical Department) shall not be liable for any loss, damage, accident, injury or claim arising out of the operation or deployment of the Service Provider's Ambulance.
16. The Railway Administration shall not be responsible for any violation of traffic rules, Motor Vehicle laws or any other statutory provisions committed by the driver or the Service Provider.
17. The Ambulance shall remain parked at the designated location within the hospital premises whenever not on duty and shall be maintained with sufficient fuel at all times.
18. The Ambulance shall not carry any unauthorized passenger during duty hours. Only persons authorized by the Railway Administration shall be transported.

19. Chargeable service time shall be reckoned from the point of pick-up to the point of final drop. Time and kilometres consumed for garage visits, servicing, repairs or maintenance shall not be considered as duty time or chargeable kilometres.
20. The Service Provider shall deploy the Ambulance and driver within 24 hours of issue of the work order or within the mutually agreed period. Any change in deployment schedule by the Railway Administration shall ordinarily be communicated at least 24 hours in advance.
21. The Ambulance shall possess all valid statutory documents including Registration Certificate, Fitness Certificate, Pollution Under Control (PUC) Certificate, Comprehensive Insurance, Road Permit and any other approvals required under the Motor Vehicles Act, AIS-125 and applicable laws.
22. The Ambulance shall remain in excellent mechanical and hygienic condition throughout the contract period. It shall be thoroughly cleaned internally and externally and kept free from dust, oil, bad odour, waste materials and personal belongings of the driver.
23. The driver shall possess a valid driving licence for the category of vehicle and shall have a minimum of two years' driving experience.
24. The driver shall be properly trained, well-mannered and familiar with the geographical area of operation.
25. The driver shall possess a functional mobile phone with an active internet connection to facilitate communication and navigation through Google Maps or any equivalent navigation application. The driver shall remain reachable throughout duty hours.
26. The driver shall report for duty punctually in clean white uniform with a name badge displaying the driver's name, mobile number and blood group, and shall carry the original valid driving licence at all times. The cost of uniform shall be borne by the Service Provider.
27. The driver shall maintain courteous behaviour towards Railway officials, patients and hospital staff. Misconduct including consumption of alcohol or intoxicants during or before duty, refusal to perform duty, use of abusive language, theft or any other misconduct shall attract penalties including termination of the contract.
28. The driver and other personnel engaged by the Service Provider shall remain employees of the Service Provider only. Compliance with all applicable labour laws, including EPF, ESIC, Minimum Wages Act, Motor Transport Workers Act and other statutory provisions, shall be the sole responsibility of the Service Provider.
29. The Railway Administration may require replacement of the driver by giving one month's notice, and the Service Provider shall comply accordingly. No driver shall be changed by the Service Provider without prior written approval of the competent Railway authority, except in emergency situations with immediate intimation. Non-compliance may result in penalties or termination of the contract.
30. The Service Provider shall submit the Police Verification Certificate of the deployed driver within one month from the date of commencement of services.
31. The Ambulance shall be fully equipped in accordance with AIS-125, including an emergency medical first aid kit, functional fire extinguisher and hand sanitizer.
32. Refilling of oxygen cylinders shall be the sole responsibility of the Service Provider at no additional cost to the Railway Administration.
33. All specifications, medical equipment, accessories and fittings of the Ambulance shall conform to the requirements prescribed under AIS-125.
34. All toll charges, parking fees, entry taxes and similar charges incurred during operation of the Ambulance shall be borne by the Service Provider.
35. The Service Provider shall have a functional office within the State of Maha

ashtra. Documentary proof shall be submitted along with the bid.

36. The Ambulance may be utilized for the following purposes as directed by the Chief Medical Superintendent, Solapur or his/her authorized representative:

- (i) Transportation of patients, Medical Officers and other authorized Railway personnel within or outside Solapur Division.
- (ii) Shifting of patients to Government, Railway or recognized hospitals for specialized treatment, referral, investigations or emergency medical care.
- (iii) Deployment during Railway accidents, disasters, medical emergencies and other exigencies.
- (iv) Transportation of medicines, oxygen cylinders, medical equipment and other medical stores.
- (v) Transportation and delivery of blood samples from accident sites, hospitals or other locations.
- (vi) Any other official work connected with Railway administration, hospital services or emergency medical requirements, as directed by the competent Railway authority.

37. **Work Experience:** The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid.

***Completed service contract** includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

** **Past Experience of Similar Services:** Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

*** **Similar service contract means** any contract that is so specified by component Authority

Similar work in this context includes following:

"The contractor Shall have experience in carrying out similar service contract such as involving hiring of Ambulance in Railway hospital, Central/State Government hospitals, or Multi specialty hospitals

OR

Carrying out similar hiring of vehicle service for organization industrial sectors like Railway hospital, Central/State Government, PSUs/Corporate organizations, Autonomous bodies or NGO."

- i. The bidder shall submit details of work executed by them along with

ith bid for the contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

- ii. Certificates from private individuals/Organization shall not be considered. Certificates from Central Govt./PSUs only shall be considered.
- iii. Composite works will not be considered, only the works falling under definition of Similar nature only will be considered.

38. Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below –

- i. T1- Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.
- ii. T2-Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet or provisional balance sheet duly certified by chartered accountant with her stamp, signature and membership number and/or banking reference issued by bank shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.

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---