

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	40 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Environment Forest And Climate Change
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Forest Survey Of India Eastern Zone
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sanjaysk@fsi.nic.in Buyer Email id: dmo01-ez@fsi.nic.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Mahindra Scorpio, Mahindra Bolero; 2022; 50,000-75000 kms; Non A/C; 12 and Above
अनुबंध अवधि /Contract Period	9 Month(s) 4 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
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 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	4
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	3
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)	1440000
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/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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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.

8. 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.

9. 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

Scope of work:[1789452754.pdf](#)

Payment terms:[1789452759.pdf](#)

Eligibility Criteria:[1789452764.pdf](#)

Any other document required from seller:[1789452769.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-09-2026 11:00:00	Forest Survey of India, Eastern Zone, Kolkata Office IB-198, Broadway Rd, IB Block, Near Mizoram House, Salt Lake City Sector 3, Bidhannagar, Kolkata, West Bengal 700106, India Google Meet Link - Forest Survey of India, Pre-Bid Meeting Hiring of Field Vehicle Thursday, September 17 Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/nzg-yqnf-gmf

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Mahindra Scorpio, Mahindra Bolero; 2022; 50,000-75000 Kms; Non A/C; 12 And Above (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV

विवरण/ Specification	मूल्य/ Values
Type of car	Mahindra Scorpio , Mahindra Bolero
Year of Vehicle Model	2022
Vintage in KM	50,000-75000 kms
Air Conditioning	Non A/C
Engagement Hours per Day	12 and Above
Fuel to be provided by Buyer	Through their own arrangement. Not in service provider scope
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
एडऑन /Addon(s)	

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	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Sudeshna Pal	700106,Forest Survey of India, Eastern Region,IB-198, Salt Lake City, Sector-III, Kolkata - 700106	5	- Estimated KMs to be traveled in a month : 4000 - Duration in Months within the Contract Period : 9

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

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GOVERNMENT OF INDIA

Ministry of Environment, Forest & Climate Change,

FOREST SURVEY OF INDIA, EASTERN ZONE,

IB-198, Sector-III, Salt Lake City, Kolkata-700106.

Phones: (033) 68202613, E-mail:rdez@fsi.nic.in

ADDITIONAL TERMS AND CONDITIONS (ATC) / BID DOCUMENT

Hiring of Vehicle with Dry and Monthly Basis with driver.

Service requirements: The Forest Survey of India, Eastern region, Kolkata is a regional office under Ministry of Environment, Forests and Climate Change, Govt. of India with its Headquarters at Dehradun. FSI is a Premier organization engaged in Survey and enumeration of Forest Resources and green cover of the entire country. This office undertakes survey work in the entire parts of 12 States / UTs which includes the following states/UTs:-

1.Assam	2.Arunachal Pradesh	3.Meghalaya	4.Manipur	5.Nagaland	6.Mizoram	7.Tripura
8.West Bengal	9.Sikkim	10.Bihar	11.Jharkhand	12.Odisha		

For this purpose, the office requires **05 (Five) sturdy vehicles** capable of navigating rough and hilly terrains across the **North Eastern and Eastern States** on hiring basis to visit forest areas for field inventory and FCM work for **09 Months**.

Attendance in Pre-bid meeting is mandatory to participate in the Bid.

Specification of vehicles:-

- 1) **Vehicle Condition:** Only suitable diesel field vehicles, not more

than **3 (Three)** years old and in sound working condition will only be considered for hiring. The vehicle must be fitted with a sturdy hood carrier designed to securely carry both personnel and field/camping equipment.

- 2) **Operational Terrains:** FSI work areas include hilly, muddy and ravine terrains across the Northeast (Arunachal, Mizoram, Sikkim, and Nagaland etc.), Odisha, Jharkhand and West Bengal etc. The vehicle must be capable of handling steep slopes and challenging off-road conditions.
- 3) **Lease Term:** The vehicle will be hired on **Dry and Monthly** basis with driver.
- 4) **Fuel and Lubricants:** Only fuel (diesel) will be provided by FSI, Kolkata. All other lubricants, engine oil, and periodic maintenance expenses shall be borne entirely by the providing agency. FSI will only undertake the fixing of minor punctures during field transits.
- 5) **Mileage and Benchmark:** The hired vehicle must deliver a minimum mileage of **10 Km/Ltr**, with **no upper limitation on maximum mileage**. If any shortfall is found against the minimum mileage benchmark, the equivalent cost of fuel will be adjusted/deducted from the agency's monthly bill.
- 6) **Driver's Experience:** Drivers deployed with the vehicles must possess a valid commercial driving license and **a minimum 2 (Two) years of driving experience** in diverse terrain, including unpaved (kutcha) and paved (pucca) roads.
- 7) **Territory Compliance:** Drivers must not refuse to operate vehicles in remote, forested, or motorable backcountry areas.
- 8) **Boarding and Lodging:** The driver and vehicle shall remain stationed with the field team/crew. In the event of halting or night stays, the food, lodging and night halting charges of the drivers shall be the sole responsibility of the agency. The FSI office/ field team leader will not bear any lodging, boarding or incidental food charges for the driver.
- 9) **Driver Replacement:** In case of any complaints from team leader / members regarding a driver's conduct and vehicle performance, The Regional Director, Forest Survey of India, Eastern Region reserves the right to withdraw the vehicle/driver from the field immediately at the agency's expense. The agency must provide an immediate replacement within 24 hours.
- 10) **Liability Disclaimer:** While the FSI, Kolkata shall take all reasonable precautions to ensure the general safety and security of the hired vehicles, the department shall bear no legal, financial, or civil liability whatsoever. However, FSI, Kolkata shall not be held responsible or legally liable for any structural damage, mechanical or electrical breakdown, operational wear and tear, routine or major repairs, third-party liabilities, theft, hijacking, traffic violations, challans, or fines or total loss of the hired vehicles whether arising from road accidents, driver negligence, civil unrest, or acts of God. All such risks, liabilities and associated costs shall remain entirely with the Service

Provider.

- 11) **Contract Signing:** The terms and conditions of this tender will form a core part of the final agreement, which must be signed by the successful bidder within 7 days of the awarding of the contract.
- 12) **Cancellation Rights:** The contract may be cancelled at any point at the sole discretion of the Regional Director if the agency fails, neglects or defaults on any of its operation obligations under this contract.
- 13) **Jurisdiction:** Kolkata civil courts shall have exclusive jurisdiction over all legal disputes arising out of this contract.

Interested parties must quote the rate, inclusive of food and lodging/night halting charges of driver.

Payment Terms

1. The hire charges shall be paid in the subsequent months on furnishing monthly bills, detailed with **actual number of days** of each vehicles deployed along with the copy of log book for the period. During the transit period from one state to another the rent will be paid by actual number of days of engagement of vehicle.
2. Mode of payment shall be NEFT/RTGS.
3. The billing shall commence only from the date of actual possession of individual vehicle(s) equivalent to actual number of days engaged by the buyer.
4. Toll taxes shall be paid by the office on submission of detailed bills.
5. Any State taxes shall be paid by the agency.

Eligibility Criteria

1. The agency should have valid licenses to carry on renting vehicles.

The following documents shall be uploaded while making bids:

- a. Valid trade license/Valid certificate of registration of tendering Agency.
 - b. Valid PAN/TAN No. of the tendering Agency
 - c. Valid service tax/GST registration details of the firm.
 - d. Details of registration under startup schemes/MSME, if any.
 - e. Bank A/C details (Name of the firm, Bank Name, A/C No., IFSC Code etc.).

(The original copies of all the above mentioned documents must be produced for verification at the time of opening of tenders.)

2. The successful vendor shall furnish performance security @ 3% in favour of the Regional Director, FSI, E/R, Kolkata.
3. The bidder shall mandatorily be present for the pre-bidding meeting to know the exact requirements, and nature of field works of this office.
4. The contract may be eligible for extension as per the requirement, beyond the initial period of contract, provided the buyer is satisfied with service delivered during the period.
5. The agency should submit a self-declaration in own letter head stating that, they have not been blacklisted by any person/agency/association/organization till date.
6. The agency should have experience of minimum of 5 years in same business

The vehicles should mandatorily be commercially registered only.

Documents Required From Seller

1. Valid trade license/Valid certificate of registration of tendering Agency.
2. Valid PAN/TAN No. of the tendering Agency.
3. Valid service tax/GST registration details of the firm.
4. Details of registration under Startup Schemes/MSME, if any.

5. Bank A/C details (Name of the firm, Bank Name, A/C No., IFSC Code etc.).

(The original copies of all the above mentioned documents must be produced for verification at the time of opening of tenders.)

3. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

4. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

7. **Service & Support**

The Service Provider must own 10% of the bid quantity of vehicles in Service Provider's name or in the

name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

8. 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.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---