

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-05-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-05-2025 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	jeetendra.317653-cgo@gov.in
Item Category/मद केटेगरी	Custom Bid for Services - AMC (Non Comprehensive) for the year 2025-26 for Computers and peripherals at CWE (AF) Jamnagar
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Customized AMC/CMC for Pre-owned Products
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

CWE

CWE AIR FORCE JAMNAGAR, Department of Military Affairs, Indian Army, Ministry of Defence
(Cwe Af Jamnagar)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.
5. 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.
6. 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.
7. 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.
8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1745499463.pdf](#)

Payment Terms:[1745499468.pdf](#)

Penalties:[1745499471.pdf](#)

GEM Availability Report (GAR):[1745499479.pdf](#)

Buyer's Competent Authority Approval:[1745499483.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1745499488.pdf](#)

Custom Bid For Services - AMC (Non Comprehensive) For The Year 2025-26 For Computers And Peripherals At CWE (AF) Jamnagar (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC (Non Comprehensive) for the year 2025-26 for Computers and peripherals at CWE (AF) Jamnagar
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jamnagar	1	N/A

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

1. Generic

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

2. **Service & Support**

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

3. **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.

4. **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.

5. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

CWE AF JAMNAGAR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

7. **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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ANNUAL MAINTENANCE CONTRACT

1. INTRODUCTION: Annual Maintenance contract for the 2025-26 for Computers, Photo copiers and Peripherals at CWE (AF) Jamnagar

2. SCOPE OF WORK: This AMC contract comprises of repair/maintenance and servicing of Computers and Peripherals as indicated in Scope of work and ATC.

(a) AMC Type - Non Comprehensive

(b) The corrective and preventive maintenance to be provided are primarily on site. However, it may sometime be required to take the equipment to the maintenance centre for detailed testing and repair and maintenance.

Desktop computers i3 HP 4GB RAM, 1 TB HDD Window 10 - **16 Nos**

Desktop computers i3 HP 800G 4MT i7 8700 Window 10 - **03 Nos**

HP Intel core i3 1000 8GB /1000GB Desktop computers - **06 Nos**

Lenevo Intel core i5 9400 8 GB Desktop computers - **03 Nos**

Printer cum photocopier machine, Kyocera Taskalfa 2200 - **09 Nos**

Printer cum photocopier machine, Kyocera Taskalfa 3010i - **01 Nos**

Printer cum photocopier machine, Kyocera Taskalfa 5003i - **01 Nos**

All in one Fax, Scan, copier and printing machine laser jet pro HP MFP M 128 - **01 Nos**

Multifunction Fax, Scan, Copier and printing machine Canon 4750 - **01 Nos**

Printer Canon LBP 2900B

- **02**

Nos

UPS 600/650 VA/360 W - **28 Nos**

Konica Minolta & Bizhub 287 - **01 Nos**

MFP MFCL 5900 DW Brother Printer - **09 Nos**

3. SCOPE OF PREVENTIVE MAINTENANCE: -

(a) General information:

(i) **Hardware:** This AMC include the actual components / assemblies / sub-assemblies of the PC i.e. the hard disk, monitor, mouse, keyboard, floppy disk, DVD/CD-ROM, Zip disk drive etc. This AMC also include the components / assemblies / sub-assemblies of peripherals and other accessories and connectors / cables / cords and any other physical appliance required to run the computers etc.

(ii) **Peripherals** - This AMC include printer (Laser jet, desk jet, ink jet & dot matrix) D VD /CD writer, modem, speakers and any other unspecified but existing item in the computer system.

(iii) **Software** - This AMC include all the software related to operating system, system software and any other unspecified software required to run the components / peripherals / applications etc. This would also include the application software installed in the computers.

(iv) **Services** - This AMC include backup solutions, cleaning of the computers system and peripherals, disaster recovery solution, general antivirus checks and regular maintenance like running diagnostics test to ensure if the components are working fine / efficiently.

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(b) SECURITY MANAGEMENT

1. Anti-virus provision and installation / update with latest version.
2. 24 x 7 support for latest virus definition.
3. Auto scan of external device on attachment for virus.
4. Customized protection of networks and application access.
5. Website blocking.
6. Browser management and history.
7. Windows event log monitoring.

(c) MISCELLANEOUS

1. Disk defragmentation - healthy system
2. Cleanup of temporary internet files and cookies- healthy system.
3. Thoroughly clean the insides of all CPUs, Keyboards and mouse etc.
4. Clean, clip and tape all cables connected to the CPUs
5. Re-check all software and their compatibility with hardware (Once minimum upgradation is carried out, software's as demand necessary will need to be installed)
6. The AMC contractor will provide printed log book for each PC covered under AMC.

(d) SPARES AND CONSUMABLES

In addition to above, the following spares and consumables including other spares costing up to Rs. 1500/- (Rupee fifteen hundred only) are covered under this AMC. Spares required except below will be replaced with the approval of CWE (AF) Jamnagar and payment for the same will be borne by the department. Rest all as directed by CWE (AF) Jamnagar.

- (i) Keyboard and keyboard cover.
- (ii) Mouse and mouse pad.
- (iii) Power cord and printer cable.
- (iv) Printer USB cable and port.
- (v) UPS batteries, mother board (repairing) LCD repair, Printer repair and SMPS (repairing) etc.

4. WORKING HOURS Maintenance services will be attended by bidder during normal office working hours from 0900 hours to 1700 hours on all days except on Sunday and closed holidays and all complaints shall be rectified within period of 24 hours. However, the bidder may observe unrestricted hours of work for all the work to be executed on written permission of CWE (AF) Jamnagar only.

5. CONSIGNEE INSTRUCTIONS: -

- (i) The services will be consigned to **CWE (AF) Jamnagar**
- (ii) Stores will be consigned on freight prepaid / to pay basis after inspection by a authorized representative and board of officers at consignee location.
- (iii) The rates quoted and accepted are for destination.

6. PERIOD OF COMPLETION: One year from the date of commencement of GeM contract.

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7. SPECIAL TERMS AND CONDITIONS

The term and conditions for the maintenance of Computers, printer cum copier machine, MFP and peripherals shall remain in force for the period 12 months from the date of agreement as follows:

- (a) Bidder will provide qualified service engineer having diploma in computer hardware and software. Service engineer will visit monthly basis for general checking and servicing. However, service engineer will attend the day to day complaints or as and when required /lodged / informed by the his office.
- (b) 25% Amount is payable at the end of the quarterly basis (03 Months) on claim of contract or and payment will be made through acct payee cheque / NEFT mode only.
- (c) AMC rates quoted are inclusive of all services and spares provided by the firm for the machine covered under non-comprehensive annual maintenance contract. The parts do not covered under AMC for all kinds of consumable parts like Toner and Drum / Developers etc, Backup of data shall be the responsibility of the user/department.
- (d) Bidder / contractor shall be liable to repair/replace all defective parts found to restore the normal functioning of the machine and unserviceable parts will be handed over to storekeeper.

- (e) Preventive maintenance will be carried out once in the month. However day to day complaints will be attended as and when required by the consignee.
- (f) Bidder / Contractor is liable to detail a expert service engineer who visit to rectify the complaints as and when required and called for within a period of 48 hrs normal transit time otherwise 1 % recovery of quoted rate per week or part thereof will be made.
- (g) Complaints shall be lodged on telephonically /mobile or in person, therefore, contract or will provide their updated mobile No and Service Engineer mobile No.
- (h) No insurance charge will be paid by department.
- (j) Consignee accepts no responsibility or liability for the loss or damage for the items in transit. Responsibility shall rest with the seller for such a loss (if any) for which he will replace the item.
- (l) The accepting officer/competent authority reserves the rights to subject the repair to as second inspection and testing by an authority nominated by him.
- (m) In case AMC/Job order is not completed within stipulated time period the orders may be cancelled and no acceptance of late supplies without any liability, whatsoever, towards the department.
- (n) In case stores/spares order on receipt is not found acceptable after inspection, the defective stores will be removed and replaced the store with correct specifications by the supplier at their own expense. In case of any "Dispute" decision of the CWE (AF) Jamnagar will be final and binding.
- (o) No insurance charges will be paid by the department and consignee accept no responsibility and no liability for the stores loss or damage to the stores in transit or for the rejected stores laying inside its premises for whatsoever reason.
- (p) The department reserves the right to recover an outstanding dues of the supplier from the sums available with it or any other departments in favour of supplier.
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- (q) **Penalty** at @ 1% would be levied for a delay of every week or part thereof on the value of undelivered goods/works not carried out, subject to a maximum of 10% GeM contract orders amount.
- (r) The AMC contractor will submit maintenance report to the CWE (AF) Jamnagar/ consignee for processing of quarterly payment.
- (s) Maintenance services will be attended by service engineer during office working hours on working days and all complaints/ fault shall be rectified with in same working day as far as possible and in no case shall exceed 8 working hours from the time of reporting.
- (t) No TA / DA will be paid by this office on arriving of Service Engineer.
- (u) During the duties hours if any casualty / an accident with the Service Engineer and tech support staff, it will be sole responsibility of the firm/ contractor. This office shall not liable for any unlawful or illegal action committed by the workers on service engage by the firm.

(v) The department will not take any responsibility of the outsource person regarding there leave pay, medical, EPF, ESI and other benefits etc. Bidder/ contractor shall be responsible for the same.

(x) All the outsource staff will be provided with a valid ID card, the ID card must have mention the personal details of outsource staff.

(xi) AMC is not valid for natural calamities.

(xii) The GeM contractor shall ensure that the full configuration of the eqpt is in proper working condition after repair / maintenance.

8. PAYMENT INSTRUCTIONS

(a) Payment shall be made on quarterly basis as specified in T&C.

(b) After inspection and acceptance of maintenance report by the authorized reps/board detailed by the CWE (AF) Jamnagar.

(c) Prescribed per stamped per receipted bill in triplicate will be submitted to the paying authority after fulfilling (a) and (b) above.

(d) Original copy of GeM order will be attached with the bill.

(e) Bills will be subject to pre-audit by associate finance.

(f) Payment will be made through A/C payee cheque / NEFT / RTGS mode only.

(g) The bidder will quote his GSTIN number and endorse the following certificate on the bill:-
"Certified that the goods / service on which GST has been charged have not been exempted under the GST Act or the rules made there under. The charges levied on account of GST on the goods supplied are correct under provisions of the act or the rules made there under."

(h) Where excise duty is claimed, the following certificate should be attached to the bill:-
"Certified that the goods on which excise duty has been prepaid have not been exempted under the excise duty act. The excise duty charged is on the basis of what has actually been paid".

(j) Paying authority: Payment will be made by the CWE (AF) Jamnagar as applicable after vetting of IV/RV/Tax invoice and other connected documents by respective consignee's Associated Finance i.e. AO GE/AAO GE in token of completion of service.

(k) No Part payment on proof of dispatch after inspection and acceptance will be made by the department.

9. INSPECTION AUTHORITY

The service will be subject to inspection to ascertain that they confirm to the service required as laid down in the GeM contract order by the following:

(a) Representative of the CWE (AF) Jamnagar.

Disclaimer/अस्वीकरण

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.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---