

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-08-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-08-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department Of Commerce
संगठन का नाम/Organisation Name	Special Economic Zones
कार्यालय का नाम/Office Name	Office Of The Development Commissioner
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :palash.shankar@gov.in Buyer Email id: ashok.meena49@gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Maintenance Contract for SEEPZ Website for a period of 2 year
समान श्रेणी/Similar Category	ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS
अनुबंध अवधि /Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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

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	3
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	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). 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.

लाभार्थी /Beneficiary :

Sr. Accounts officer
Office Of The Development Commissioner, Department of Commerce, Special Economic Zones, Ministry of Commerce and Industry
(Pay And Accounts Officer Seepz Sez)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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

1. 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.

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 % (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. 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.

4. 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.

5. 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

GEM Availability Report (GAR):[1784029421.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1784029464.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1785390577.pdf](#)

Scope of Work:[1785390585.pdf](#)

Payment Terms:[1785390591.pdf](#)

Custom Bid For Services - Annual Maintenance Contract For SEEPZ Website For A Period Of 2 Year (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Maintenance Contract for SEEPZ Website for a period of 2 year
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ashok Kumar Meena	400096,Office of the Development Commissioner, SEEPZ-Special Economic Zone, MIDC Central Road, Andheri (EAST)	Project / Lumpsum Based	N/A

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

Scope of Work document, the following is a **comprehensive GeM Turnkey Tender Scope of Work** suitable for an **Annual Maintenance Contract (AMC) of the SEEPZ Website for 2 Years**

The official website of SEEPZ (<https://seepz.gov.in>) is already operational in English and Hindi Language and is being hosted by SEEPZ.

Scope of Work

Annual Maintenance Contract (AMC) for SEEPZ Website (Turnkey Basis)

Contract Period: 02 Years

The successful bidder shall provide comprehensive Annual Maintenance Services for the existing SEEPZ website on a turnkey basis, ensuring uninterrupted operation, security, performance, and regular updates throughout the contract period. The scope shall include, but not be limited to, the following:

1. Website Maintenance & Support

- Consultation, guidance, and technical support for website operation and upgrades.
- Regular monitoring of website functionality and performance.
- Bug fixing and troubleshooting.
- Resolution of technical issues affecting website availability.
- Cross-browser compatibility support for all major browsers.
- Maintenance of existing website modules and functionalities.
- Database maintenance and optimization.
- Checking and rectification of broken/dead links.

• Migration of server, hosting, cloud infrastructure, or third-party software free of charge.

2. Content Management Services

The agency shall:

- Upload notices, circulars, tenders, advertisements, reports, recruitment notices, and other content.
- Update static and dynamic pages.
- Update sitemap whenever required.
- Modify hyperlinks and navigation menus.
- Upload documents provided by SEEPZ after due approval.
- Carry out routine content updates on daily, weekly, fortnightly, or monthly basis, as instructed.

Note: All content shall be provided by SEEPZ and shall be uploaded only after approval from the competent authority.

3. Security Management

The bidder shall:

- Protect the website against hacking attempts and cyber threats.

- Regularly monitor and remove website vulnerabilities.
- Implement security patches and software updates.
- Address vulnerabilities reported by Government agencies including NIC.
- Coordinate and conduct Security Audit/STQC Certification/social media Audit as per Government guidelines.
- Submit Yearly Website Security Audit Reports.
- Restore the website immediately in case of cyber-attack or security breach.

4. SSL Certificate Management

The agency shall:

- Procure, renew, install, configure, and maintain SSL Certificate during the contract period.
- Ensure uninterrupted HTTPS functionality.
- No additional payment shall be made for SSL implementation.

5. Website Monitoring

The bidder shall:

- Monitor the website on **24x7x365 basis**.
- Ensure maximum uptime.
- Detect issues proactively.
- Respond immediately to service interruptions.

If the website becomes unavailable, restoration shall be completed within **1 hour** from reporting.

6. Backup & Recovery

- Weekly backup of website files and database.
- Secure storage of backup.
- Immediate restoration of website in case of failure, corruption or cyber incident.

7. Web Page Development

The bidder shall undertake:

- Redesign of any page (as and when required) and all inputs shall be provided by SEEPZ.
- Minor modifications not exceeding **50% of existing website scope**, once every two months if required.
- Addition/modification of menus, banners, links, images, pages and other minor functional changes.
- Total hits for English as well as Hindi pages separately and to be indicated in the bottom homepage of English and Hindi Version of the WebPages.
- Conducting & coordinating security audits and STQC certification as per the guidelines issued by the Government of India from time to time. The Vendor shall be responsible to get the Website audited by any CERT-in empanelled security auditors.

The successful bidder shall maintain, upgrade, and, wherever required, develop the SEEPZ website in compliance with the latest guidelines, standards, advisories, and instructions issued by the Ministry of Electronics and Information Technology (MeitY), CERT-In, NIC, and other Government of India authorities from time to time. The website shall fully conform to the latest version of the Guidelines for Indian Government Websites and Applications (GIGW 3.0) and all applicable statutory and regulatory requirements, including the Rights of Persons with Disabilities (RPwD) Act, 2016, ensuring accessibility, usability, security, interoperability, and performance. The bidder shall implement all mandatory changes, security patches, accessibility enhancements, compliance requirements, and audit observations without any additional cost to the Department during the contract period. The bidder shall also coordinate and facilitate compliance with GIGW, Security Audit, STQC (where applicable), CERT-In advisories, and any other Government-mandated audits or certifications, and shall ensure timely rectification of all observations raised by the concerned authorities.

8. Preventive Maintenance

Weekly preventive maintenance shall include:

- Website health check.
- Plugin verification and upgrades.
- Security patch updates.
- Database optimization.
- Link verification.
- Browser compatibility testing.
- Performance optimization.
- Website error log review.

9. Reporting

The agency shall submit:

- Quarterly Website Audit Report.
- Security Status Report.
- Backup Status Report.
- Incident Report (whenever applicable).
- Half-Yearly Performance Report.

10. Service Levels (SLA)

Parameter	Requirement
Website Availability	24×7×365
Response Time	Immediate
Critical Issue Resolution	Within 1 Hour
Weekly Preventive Maintenance	Once every Week
Website Backup	Weekly
Quarterly Audit Report	Mandatory

11. Responsibility of SEEPZ

SEEPZ shall:

- Provide approved website content.
- Arrange hosting infrastructure and required IT hardware.
- Provide necessary administrative access.
- Coordinate approvals for publishing content.

12. Contract Period

- Two (02) years from the date of award.
- Performance shall be reviewed every three months.

13. Payment Terms

- Payment shall be released on a **Quarterly basis**, subject to satisfactory performance and certification by the competent authority.
- Applicable penalties, if any, shall be deducted from running bills.
- No advance payment shall be made in any situation.

- **PERFORMANCE SECURITY:**

1. The successful bidder should provide Bank Guarantee from a reputed bank for 3% (Three) of value of the contract as specified in the bid document.
2. In case of deficiency of service/loss due to negligence, this guarantee will be invoked in addition to any other action that may be initiated including termination of contract.
3. The guarantee will be valid during the contract period and sixty days beyond the date of completion of contract period. (01.04.2025 to 31.05.2026).

14. Uptime Guarantee

- Minimum 99% uptime assured. Downtime excludes delays due to utilities, operator errors, site restrictions, or force majeure.
- **Delayed Response/Resolution:** If critical bugs or downtime aren't resolved within timeframes (e.g., 2 to 24 hours depending on the severity), fixed per-day deductions are applied.
- **Penalty Deduction:** A fixed rate (e.g., ₹500 to ₹2,000) per hour of downtime.

For a Government GeM Website AMC Tender, the termination clause should be balanced and legally robust rather than allowing termination "without notice." The following clause is suitable:

15.Termination of Contract

1. Termination for Default

SEEPZ-SEZ reserves the right to terminate the contract, in whole or in part, by giving **30 (Thirty) days'** written notice to the successful bidder if:

- The bidder fails to rectify defects or deficiencies within the stipulated time after being notified by SEEPZ.
- The bidder repeatedly fails to maintain the required uptime, security standards, or service quality.
- The bidder becomes insolvent, bankrupt, or enters into liquidation.

2. Termination for Convenience

SEEPZ-SEZ reserves the right to terminate the contract at any time, in whole or in part, by giving 30 (Thirty) days' written notice, without assigning any reason. In such cases, payment shall be made only for the services satisfactorily rendered up to the effective date of termination.

3. Termination for Security or Compliance Reasons

SEEPZ-SEZ may terminate the contract with immediate effect if the bidder:

- Causes or is responsible for a serious security breach, data leakage, or cyber incident due to negligence.
- Violates Government of India security policies, CERT-In guidelines, MeitY instructions, GIGW requirements, or any statutory provisions applicable to Government websites.
- Is found to have submitted false information or forged documents during the bidding process or contract period.

4. Obligations upon Termination

Upon termination or expiry of the contract, the bidder shall:

- Hand over all website source code, databases, configurations, documentation, SSL certificates (where procured on behalf of SEEPZ), backups, administrative credentials, and all related digital assets to SEEPZ in usable form.
- Provide transition support for a period of 30 days, or as directed by SEEPZ, to facilitate smooth transfer of services to another agency or to SEEPZ officials.
- Ensure that no Government data is retained, copied, disclosed, or misused after completion of the handover and shall submit a certificate confirming deletion of all copies retained by the bidder.

5. Effect of Termination

- Termination of the contract shall not prejudice any rights, remedies, or claims accrued to SEEPZ un

der the contract or applicable law. Any pending liabilities, penalties, recoveries, confidentiality obligations, intellectual property rights, and indemnity provisions shall survive the termination of the contract.

15. Eligibility Criteria

The bidder shall satisfy the following minimum eligibility requirements:

- Registered Company/Firm/LLP with at least **5 years** of existence.
- Valid GST and PAN.
- Average annual turnover of **Rs. 10 lakh or more** during the last three financial years.
- Positive Net Worth during the last three financial years.
- Successfully completed **minimum 10 Government/PSU website development & maintenance projects** during the last five years.
- Self-declaration regarding non-blacklisting.
- Valid ISO 9001 and ISO 27001 certifications.
- Demonstrated understanding of the SEEPZ website architecture and maintenance approach.
- Office Registration Certificate/proof of registered office in MUMBAI/MAHARASHTRA. (The bidder whose registered address is in Mumbai/Maharashtra will be given preference).
- Participation in the bid shall be permitted only after the bidder has undertaken a mandatory site visit to the SEEPZ office. The bidder shall inspect the existing website setup, hosting environment, integrations, and related infrastructure, and obtain a Site Visit Certificate duly signed by the authorized representative of SEEPZ-SEZ. Submission of the Site Visit Certificate along with the bid is mandatory;
-
- The successful bidder shall have, or establish after award of the contract, an adequate local support arrangement in Mumbai to ensure timely on-site assistance and service support in accordance with the response and resolution timelines stipulated in the Service Level Agreement (SLA).

Further, it may be ensured that:

(i) the cost of security audits, STQC certification, SSL certificates, migration and other compliance-related activities is clearly included in the quoted contract value;

(ii) the uptime, response and resolution timelines, as well as the corresponding penalty mechanism, are clearly defined and objectively measurable; and

(iii) the tender conditions are consistent with the applicable GeM terms and extant Government procurement guidelines.

Contact person for Any Query:

Shri Amit Shirvalkar – Mob.: **9137813205**

Shri Navjyot Chile – Mob.: **9011547319**

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. Service & Support

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

5. 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.

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---