

दर अनुबंध बिड दस्तावेज़ / Rate Contract Bid Document

[This Rate Contract Bid is governed by General Terms and Conditions of Rate Contract](#)

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-04-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-04-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Housing & Urban Affairs (mohua)
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Kochi Metro Rail Limited
कार्यालय का नाम/Office Name	Kochi Metro Rail Limited
वस्तु श्रेणी /Item Category	Portable Fire Extinguishers (V3) ISI Marked to IS 15683 (Q2)
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,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
दर अनुबंध और शीर्षक / Rate Contract & Title	Yes ; Rate contract for Supply of 4.5 kg Co2 Fire Extinguisher, Rate Contract for Supply of 9 Ltr Water Stored pressure type Fire Extinguisher, Rate Contract for Supply of 9 Ltr Foam Stored pressure type Fire Extinguisher, Rate Contract for Supply of 6 Kg DCP type MAP 50 Fire Extinguisher, Rate Contract for Supply of 6 Kg DCP type MAP 90 Fire Extinguisher
दर अनुबंध की वैधता अवधि / Validity Period Of Rate Contract	24 Months
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	19112
मूल्यांकन पद्धति/ Evaluation Method	Item wise consignee wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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Discount Slab Range

Portable Fire Extinguishers (v3) Isi Marked To Is 15683

Slab 1	50 - and above Unit
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Portable Fire Extinguishers (v3) Isi Marked To Is 15683

Slab 1	50 - and above Unit
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Portable Fire Extinguishers (v3) Isi Marked To Is 15683

Slab 1	50 - and above Unit
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Portable Fire Extinguishers (v3) Isi Marked To Is 15683

Slab 1	50 - and above Unit
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Portable Fire Extinguishers (v3) Isi Marked To Is 15683

Slab 1	50 - and above Unit
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

1. 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.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method & Consignee Location (Item Wise Consignee Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियाँ / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	Location of Consignee
Schedule 1 (ERNAKULAM)	Portable Fire Extinguishers (v3) Isi Marked To Is 15683	ERNAKULAM
Schedule 2 (ERNAKULAM)	Portable Fire Extinguishers (v3) Isi Marked To Is 15683	ERNAKULAM
Schedule 3 (ERNAKULAM)	Portable Fire Extinguishers (v3) Isi Marked To Is 15683	ERNAKULAM
Schedule 4 (ERNAKULAM)	Portable Fire Extinguishers (v3) Isi Marked To Is 15683	ERNAKULAM
Schedule 5 (ERNAKULAM)	Portable Fire Extinguishers (v3) Isi Marked To Is 15683	ERNAKULAM

Portable Fire Extinguishers (V3) ISI Marked To IS 15683

Bis Required	Yes
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तकनीकी विशिष्टियाँ /**Technical Specifications**

[* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/ Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य / Bid Requirement (Allowed Values)
Technical Requirement	Type (Based on Extinguishing medium used)	Carbon dioxide

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Type (Based on Method of Discharge of extinguishing medium)	Stored pressure extinguishers
	Propellant use in Extinguishers	Carbon dioxide
	Capacity of fire Extinguisher	4.5 kg
	Operating Temperature Range	? 30°C to + 60°C
	Type (Based on Service pressure of Extinguisher)	High Pressure Extinguisher (Service Pressure >19 bar)
	Material of Construction	Steel body (as per latest IS 7285)
	Classification of fire for which Fire Extinguisher is suitable	Class B, Class C
	Fire Rating of different class of fires	55B
Marking & Colour	Marking	As per clause 10.2 of IS 15683
	Colour for extinguisher Body	Red conforming to shade No. 536 or 538 of IS 5.
	Colour coding Band	Black

Portable Fire Extinguishers (V3) ISI Marked To IS 15683

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Technical Requirement	Type (Based on Extinguishing medium used)	Water based
	Type (Based on Method of Discharge of extinguishing medium)	Stored pressure extinguishers
	Propellant use in Extinguishers	Nitrogen
	Capacity of fire Extinguisher	9 litre
	Operating Temperature Range	+ 5°C to + 60°C

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Type (Based on Service pressure of Extinguisher)	Low Pressure Extinguisher (Service Pressure ?19 bar)
	Material of Construction	Welded low carbon steel cylinders (as per Clause 9.2.5 of IS 15683)
	Classification of fire for which Fire Extinguisher is suitable	Class A
	Fire Rating of different class of fires	3A, 4A
Marking & Colour	Marking	As per clause 10.2 of IS 15683
	Colour for extinguisher Body	Red conforming to shade No. 536 or 538 of IS 5.
	Colour coding Band	Red

Portable Fire Extinguishers (V3) ISI Marked To IS 15683

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Technical Requirement	Type (Based on Extinguishing medium used)	Foam based
	Type (Based on Method of Discharge of extinguishing medium)	Stored pressure extinguishers
	Propellant use in Extinguishers	Nitrogen
	Capacity of fire Extinguisher	9 litre
	Operating Temperature Range	+ 5°C to + 60°C
	Type (Based on Service pressure of Extinguisher)	Low Pressure Extinguisher (Service Pressure ?19 bar)
	Material of Construction	Welded low carbon steel cylinders (as per Clause 9.2.5 of IS 15683)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Classification of fire for which Fire Extinguisher is suitable	Class A, Class B
	Fire Rating of different class of fires	4A, 55B, 144B, 233B
Marking & Colour	Marking	As per clause 10.2 of IS 15683
	Colour for extinguisher Body	Red conforming to shade No. 536 or 538 of IS 5.
	Colour coding Band	Yellow

Portable Fire Extinguishers (V3) ISI Marked To IS 15683

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Technical Requirement	Type (Based on Extinguishing medium used)	Powders — ABC/BC/D Type
	Type (Based on Method of Discharge of extinguishing medium)	Stored pressure extinguishers
	Propellant use in Extinguishers	Nitrogen
	Capacity of fire Extinguisher	6 kg
	Operating Temperature Range	? 10°C to + 60°C, ? 30°C to + 60°C
	Type (Based on Service pressure of Extinguisher)	Low Pressure Extinguisher (Service Pressure ?19 bar)
	Material of Construction	Welded low carbon steel cylinders (as per Clause 9.2.5 of IS 15683)
	Classification of fire for which Fire Extinguisher is suitable	Class A, Class B, Class C
	Fire Rating of different class of fires	3A, 4A, 89B, 183B
Marking & Colour	Marking	As per clause 10.2 of IS 15683

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Colour for extinguisher Body	Red conforming to shade No. 536 or 538 of IS 5.
	Colour coding Band	Blue

Portable Fire Extinguishers (V3) ISI Marked To IS 15683

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Technical Requirement	Type (Based on Extinguishing medium used)	Powders — ABC/BC/D Type
	Type (Based on Method of Discharge of extinguishing medium)	Stored pressure extinguishers
	Propellant use in Extinguishers	Nitrogen
	Capacity of fire Extinguisher	6 kg
	Operating Temperature Range	? 10°C to + 60°C, ? 30°C to + 60°C
	Type (Based on Service pressure of Extinguisher)	Low Pressure Extinguisher (Service Pressure ?19 bar)
	Material of Construction	Welded low carbon steel cylinders (as per Clause 9.2.5 of IS 15683)
	Classification of fire for which Fire Extinguisher is suitable	Class A, Class B, Class C
	Fire Rating of different class of fires	3A, 4A, 89B
Marking & Colour	Colour for extinguisher Body	Red conforming to shade No. 536 or 538 of IS 5.
	Colour coding Band	Blue

Special terms and conditions-Version:1 effective from 05-12-2025 for category Portable Fire Extinguishers (V3) ISI Marked to IS 15683

1. This category is BIS Scheme - 1 compliant. Catalogs must have valid and active CM/L license number owned by the applicant themselves. In case of non-compliance, appropriate action may be taken against OEM / Brand / Seller as per the GeM IM Policy.

The gas shall be supplied compressed in Cylinder. The design of the Cylinder, pressure of gas in Cylinder, packing, marking, painting, labelling, storage and transport of Cylinder shall be in accordance with the Gas Cylinder Rules , with such modifications as may be ordered from time to time by the CIE, PESO, DPIIT, MoC&I, Gol.

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Terms and Conditions

Kochi Metro Rail Ltd. invites offer for “ Rate Contract for Supply of Fire Extinguishers for a Period of Two Years ”.

The Request for Proposal document for the ‘Rate Contract for Supply of Fire Extinguishers for a Period of Two Years’ is attached as the Buyer-uploaded ATC document.

Important note: Some technical parameters are auto-mapped in 'GeM category specification' of the tender document from the existing reference product . However all participants shall quote for the item in line with bid specific technical specifications attached in Chapter 3 (Technical Specifications & Scope of Supply) of RFP document. All bidders shall submit sealed and signed RFP document along with the bid as a token of acceptance to KMRL technical specifications , scope of supply and all the terms and conditions.

The bidder shall be an OEM /authorised dealers of OEM of Fire Extinguishers (Offered product). Valid OEM Declaration Certificate/ Manufacturer Authorisation Form (MAF)/ Dealership Certificate shall be submitted along with the technical bid.

- 1) **Item Delivery Locations: KOCHI METRO RAIL LIMITED, DCO STORES, MUTTOM, DEPOT, ALUVA , KOCHI , KERALA - 683106,**
- 2) **Contract Period :** Two year from the date of issuance of Letter of Award/GeM Rate Contract Order.
- 3) **Time and schedule for delivery :** As the form of contract is a rate contract, KMRL requirement will be communicated through the purchase orders(s) as and when required during the rate contract period.

The supply of the items shall be completed within 30 days from the date of the

Purchase Order/GeM Contract Order.

4) Performance security (BG Format : Appendix 6) : Performance Security Deposit

a) The successful bidder shall furnish to KMRL Performance security in the form of Payment online through Internet Banking/ Fixed deposit receipt (FDR) from a scheduled commercial bank in India with lien mark to KMRL / Performance Bank Guarantee / account payee Demand Draft (in favour of Kochi Metro Rail Ltd.) for an amount, equivalent to 5% of the Contract Price (Contract Price = The unit rate quoted * approximate quantity as per Annexure 1 of Chapter 3_Scope of Supply) within 21 days from the date of issue of GeM contract.

b) In case of Internet Banking, payment shall be made to the following beneficiary account.

Beneficiary name -KOCHI METRO RAIL LTD

Account No. 0803201002929

IFSC Code - CNRB0000803

Bank Name- CANARA BANK

Branch address- ERNAKULAM BROADWAY BRANCH.

Successful Bidder must indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to submit proof of the Online Payment Transfer within 21 days of award of contract.

c) In case, if Performance Bank Guarantee (PBG) is submitted , it must be from a scheduled commercial bank in India, payable at a designated bank branch located in Kochi for an amount equivalent to 5% of the total contract value. The validity of the Bank Guarantee shall be twelve months beyond the contract and warranty periods. Total validity period of the bank guarantee shall be 48 months (24+12+12). Further as and when contract value increases, even as a result of revision in applicable taxes, the contractor shall be required to deposit additional BG(s) to ensure availability of Bank Guarantee at the rate of 5 % of contract value with KMRL at all times.

Irrevocable bank guarantee in the prescribed format, given in Appendix 6, issued by a Scheduled Commercial Bank based in India payable at Kochi and must be issued on the Structured Financial Messaging System (SFMS) platform. The details of Purchaser bank are as under:

Bank Name	CANARA BANK
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Branch	BROADWAY
IFSC Code	CNRB0000803
A/c. No.	0803201002929
Bank Address	BROADWAY BRANCH, ER NAKULAM
PINCODE	682031

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

d) The Purchaser shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee/ Security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor/Service provider/Supplier in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser. The Purchaser shall also be entitled to deduct from the amount of the Performance Bank Guarantee/Security deposit any loss or damage which the Employer/Purchaser may suffer.

e) KMRL at its sole discretion may request the Supplier to extend the Performance bank guarantee on the extension of contract period equal for a period of extended contract. In the event of the Supplier failing to extend Performance bank guarantee, KMRL shall be entitled to forfeit the performance bank guarantee.

f) PBG/ security deposit will not bear any interest.

g) PBG/ security deposit will be released to the Supplier within 60 days, after the completion of contract period and after all contract obligations if any, based on the written request from the successful bidder/contractor/vendor.

5) Contact Person Details : Mansoor TC
Designation : SDGM(E&M/PST)

Contact No : 8129270045

6) Clarifications : Please note that queries related to enquiry specifications, terms & conditions etc. should be submitted 07 days before the bid submission end date of the tender through GeM portal only. M/s. Kochi Metro Rail Ltd (KMRL), at its sole discretion, may not entertain the queries sent by post/fax/e-mails or through any other mode of communication. The KMRL will publish the reply to all such queries as corrigendum if required.

7) Payment Terms :

Payment will be released after all statutory deductions, retention / deduction due to penalty/ liquidated damages as applicable after acceptance of item/work done. The following documents must be submitted for payment.

a) Original Tax Invoice

- b) Warranty certificate
- c) Acceptance of Item/work/service by the purchaser or consignee.
- d) Any other document if requested by KMRL
- e) No advance payment will be made.

Note : In the case of MSME bidders, payments shall be released within 45 days from the date of acceptance of the goods or successful completion of the work, as applicable by KMRL.

8) Submission of Invoice

- a) Invoices submitted by successful bidders should be E invoices (i.e, Invoices electronically uploaded and authenticated with a unique IRN and digitally signed QR code). In case E invoicing is not applicable, e-Invoice exemption declaration form shall be submitted by vendor along with invoice. If the above mentioned form cannot be filed due to non-enablement of e- invoicing as turnover is less than 5 Cr., proof of the same shall be submitted along with invoice.
- b) The GSTIN of Kochi Metro Rail Ltd is 32AAECK5274H1ZL
- c) While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- d) GST at actuals shall be paid on the quoted base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder and GSTIN of Kochi Metro Rail Ltd - 32AAECK5274H1ZL.

Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KMRL incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc in time then all such liability including the input credit of the GST lost by KMRL and the penalties and interest incurred by KMRL would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to KMRL or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.

9) Documents to be furnished along with technical bid :

- a) Duly filled form Appendix 1 : Tender Index
- b) Appendix 2 : Company Profile (GST,PAN, MSE Certificate & Cancelled Cheque Copy)
- c) Schedule of compliance with Technical specification, scope of supply and all terms and conditions as per the format enclosed in Appendix 3

- d) Appendix 4 : Schedule of deviation
- e) Appendix 5 : Letter of Undertaking
- f) Sealed and signed RFP (Request for Proposal) document.
- g) Documents pertaining to eligibility criteria, clause 14 (a) of Chapter 2 of the tender document.
- h) Valid ISO 9001:2015 Quality Management System Certification of the Manufacturer of offered product. Supporting documents shall be submitted.
- i) Valid Test Report for the Offered Fire Extinguishers as per Chapter 3, Clause (g) of the Special Conditions
- j) Data sheets and catalogues of all quoted items shall be submitted.
- k) Valid OEM Declaration Certificate/Manufacturer Authorisation Form (MAF)/ Dealership Certificate.

10) Terms of price :

- a) The tenderers should quote their lowest possible price on DDP KMRL basis (Incoterms 2020)
- b) The bidders should quote the price inclusive of GST, all other applicable taxes, duties, Transit insurance, freight charges, loading & unloading charges, arrangement/cost of machines, Equipments, labour, tools, materials, consumables, supervising, commissioning (if applicable) and all other related charges required for the execution of entire contract. If GST exemption is there, appropriate exemption notification document should be submitted. Transportation, packing, forwarding, installation, dismantling, disposal and other charges if any, shall also be included in the quoted price.
- c) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST%.
- d) Contract price will be the total price quoted inclusive of all taxes and including GST.
- e) The tax liability as per GST Act rests with the contractor, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc shall be cleared before offering of rates.
- f) Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.
- g) The prices quoted should be firm and not subject to any variation, unless specified in the tender documents. Any deviation in this aspect may make the offer liable to be ignored
- h) Invoice as per GST Act should be furnished prior to every running account/final bills.
- i) The GSTIN of Kochi Metro Rail Ltd is 32AAECK5274H1ZL
- j) GST at actuals shall be paid on the quoted/corrected base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder and GSTIN of Kochi Metro Rail Ltd - 32AAECK5274H1ZL.
- k) Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time.

ipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KMRL incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc in time then all such liability including the input credit of the GST lost by KMRL and the penalties and interest incurred by KMRL would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to KMRL or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.

- l) **Price offered shall be firm and subject to no change until the contract period is over.**

11) Eligibility criteria:

- a) The bidder shall have prior proven experience in the supply of Fire Extinguishers. The bidder shall submit at least one (1) Purchase order/Work order for similar work along with the corresponding completion certificate. The Purchase order/Work order shall not be older than three (3) years from the date of publication of the bid.

Documentary proof shall be submitted in the form of Purchase Order (PO) / GeM Contract Order / Work Order, along with GeM CRAC / Work Completion Certificate / CA-certified payment proof and corresponding tax invoice.

- b) The bidder shall be an OEM /authorised dealers of OEM of Fire Extinguishers (Offered product) . Valid OEM Declaration Certificate/Manufacturer Authorisation Form (MAF)/Dealership Certificate shall be submitted along with the technical bid.

12) Determination of responsiveness

Bid of those tenderers shall be considered as non-responsive & shall be rejected (post clarification if any) if:

- a) The quoted item fails to meet the specified technical requirements /scope of work as per Appendix 3.
- b) Non-submission of documents as mentioned in clause 9 above

- 13) Warranty Period :** The vendor shall provide a 12 Months warranty for the supplied item(s), commencing from the date of receipt at KMRL. The warranty certificate shall be submitted along with the item(s) at the time of delivery.

Please be noted that no part of financial bid should be reflected or disclosed in technical bid in any manner. If so found, the bid submitted will be summarily rejected.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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 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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---