

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	09-03-2026 16:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	09-03-2026 16:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Housing & Urban Affairs (mohua)
<b>विभाग का नाम / Department Name</b>	Na
<b>संगठन का नाम / Organisation Name</b>	Kochi Metro Rail Limited
<b>कार्यालय का नाम / Office Name</b>	Kochi Metro Rail Limited
<b>कुल मात्रा / Total Quantity</b>	50
<b>वस्तु श्रेणी / Item Category</b>	Turn-out Base Plate Rubber Pad
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Turn-out Base Plate Rubber Pad
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Dental Base Plate, RCC Base Plate (TN Generation and Distribution Corporation), Disposable Cautery Plate / Pad (V3), Pads for Rubber Stamps (V2) Conforming to IS 4747, Rubber Hot Water Bottel as per IS 1867, Bagasse based Food plate/containers, ISAT Phone Docking Unit Along with Magnetic Base Outdoor / Vehicular Antenna, CAT 6 Information outlet, Rubberized Weight Plates, LED Based Indicating Lamp for Panel Cut Outs
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Rubber pads for Industrial purpose</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>	No

**बिड विवरण/Bid Details**

विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	40

(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 :**

KOCHI METRO RAIL LIMITED

Kochi Metro Rail Limited, 4th Floor JLN Stadium Metro Station , Kaloor Ernakulam - 682017 (Kochi Metro Rail Limited)

(Kochi Metro Rail Limited)

**UIN Number NCTGC2415P**

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order (as amended and applicable time to time)

**एमएसई खरीद वरीयता / MSE Purchase Preference**

एमएसई खरीद वरीयता / MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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.

### Turn-out Base Plate Rubber Pad ( 50 set )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Akhil P. A	683106,DCO Stores, Muttom depot KMRL, Aluva	50	120

#### Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Technical specification and drawing of ballasted turnout base plate pads <a href="#">View</a>	Technical specification and drawing of ballasted turnout base plate pads	Turn-out Base Plate Rubber Pad(50)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

##### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

##### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

SDGM (Procurement) ,  
Kochi Metro Rail Limited,  
DCO Stores ,  
Muttom Depot , Aluva , Ernakulam , Kerala 683106  
Ph : 9188957943 , e-mail : procurement@kmrl.co.in

##### 3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

##### 4. Generic

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 %.

#### 5. **Generic**

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.

#### 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidders are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Upon submission of offer, it is presumed that the scope of work/ supply has been completely understood by the bidder and quoted accordingly. Bidders cannot claim ignorance of any aspect of work after submission of the offer.

**The tender is published as per the PAC approved by the competent authority. The items required are proprietary items of M/s. Voestalpine VAE VKN India Pvt Ltd. Bids are invited only from OEM/ OEM Approved agency. OEM Declaration /Manufacture Authorization Certificate shall be submitted by bidder.**

### **1. General**

- a) Bid and all other related documents are to be submitted in English. Supporting documents, which is in other language, should be translated in English and submitted along with copies of original.
- b) The intending Bidders must read the Scope of work/supply/RFP carefully and should only submit his Bid if he considers himself eligible and he is in possession of all the documents required.
- c) If the Tenderer is a firm or company, the tender documents to be submitted by the authorized signatory of the firm/company.
- d) On the due date of opening, the tender will be opened online.
- e) Further, corrigendum/ addendum, if any, issued to the Tender /bid document, shall only be made available at GeM portal.
- f) If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Bid
- g) The quoted line items shall be in accordance with the Bureau of Indian Standards as per MoHUA notification No.V-11/15/2020-BIS dated 01.02.2021 (if applicable)
- h) Bidders black listed/ordered for blacklisting by Govt. of Kerala/India or KMRL cannot be considered.
- i) Public Procurement (Preference to Make in India) order 2017 and subsequent revisions will be applicable.

## **2. TERMS OF PRICE**

- a) The quoted price shall be inclusive of GST, all other applicable taxes, duties, transportation, packing, forwarding, loading & unloading, installation and other charges if any.
- b) 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 %.
- c) Contract price will be the total price quoted inclusive of all taxes and including GST.
- d) 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.
- e) Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.

## **3. 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/emails or through any other mode of communication. The KMRL will publish the reply to all such queries as corrigendum if required.

## **4. Deviations**

Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.

## **5. Performance Security Deposit :**

- i. The successful bidder shall furnish to KMRL a security deposit in the form of Payment online through RTGS/ FDR lien to KMRL /internet banking or P BG for an amount, equivalent to 5% of the Contract Price within 14 days from the date of issue of GeM contract. The validity of the Bank Guarantee shall be twelve months beyond the entire warranty period; i.e., the B G validity shall be 40 months (4+24+12=40 months).
- ii. Online payment shall be in 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 tra

Transaction details field at the time of on-line transfer. Bidder has to submit proof of the Online Payment Transfer in place of PBG within 14 days of award of contract.

iii. In case if Performance Bank Guarantee (PBG) is submitting, 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. 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.

iv. Irrevocable bank guarantee in the prescribed format, given in Appendix 4, issued by a Scheduled Commercial Bank based in India payable at Kochi. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. The details of Employer's bank are as under:

Bank Name -CANARA BANK

Branch -BROADWAY

IFSC Code- CNRB0000803

A/c. No. 0803201002929

Bank Address BROADWAY BRANCH, ERNAKULAM PINCODE 682031

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

vi. 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 in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Bank Guarantee/Security deposit any loss or damage which the Purchaser may suffer.

vii. KMRL at its sole discretion may request the supplier to extend the Performance bank guarantee on the extension of delivery date equal for a period of extended time of delivery. Failing to extend Performance bank guarantee, KMRL shall be entitled to forfeit the performance bank guarantee.

viii. PBG/ security deposit will not bear any interest.

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

## **6. Warranty Period:**

The vendor shall provide a 24 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.

Any defects arising from improper assembly or incorrect installation of the track system are not covered under warranty. The vendor must provide the installation and maintenance manual at the time of supply.

## **7. Bidder shall submit the following document while bidding,**

- i. Appendix 1 (Tender Check List)
- ii. Appendix 2: Company Profile and supporting documents
- iii. Appendix 3: Compliance to technical Specification and all the terms and conditions mentioned in the GeM Bid document.
- iv. OEM Declaration /Manufacture Authorization Certificate
- v. Sealed and signed Technical specification document

## **8. 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.
- b) Non-submission of documents as per **clause 7** of Buyer uploaded ATC document.

## **9. Rejection of Materials/items/ equipment:**

Materials/items/ equipment supplied shall be new, unused and the specifications in line with the purchase order/contract issued by KMRL. In case of any rejection of material due to poor quality/ faulty design/ transit damages, vendors shall take back rejected products immediately within 07 days after receiving the intimation from KMRL and the rejected item to be replaced with new product/ rectified product immediately at vendor's expense, including all freight costs. Payment will be released only after the successful replacement of the rejected materials/items by the vendor. " In case of any fail in collecting the rejected items from KMRL store within 30 days, from the date of receipt of rejection intimation from KMRL, item will be scrapped without any further intimation.

**10. 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) For materials: Acceptance of material by the purchaser or consignee.
- d) Any other document if requested by KMRL

Note: No advance payment will be made. 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.

Successful bidders should upload their tax invoice in GeM portal at the time of supply.

#### **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.

e) 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.

#### **11. Late delivery penalty and liquidated damages;**

**a) For delivery (Liquidated Damages) :** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions (as per GeM GTC) , @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

**b) Warranty period:** The contractor shall rectify/ replace the defective parts within 7 days from the time of notification/ submission to service center by KMRL. If the contractor fails to rectify the faults within 7 days from the time of notification/ submission to service center by KMRL, the contractor shall pay a liquidated damage fee/ performance debit charges of 0.5% of the equipment/Item cost per week(maximum upto PBG / PSD value).

**c) Supplementary to clause 11(a) & 11 (b), It shall be deemed that Extension of Time (EOT) is granted by the Employer/Competent Authority with LD for the additional period required to complete the delivery or warranty related works. However, the Employer/Competent Authority may, at its sole discretion, grant EOT without imposing LD, overriding Clause 11 (a) & (b), in exceptional cases arising from force majeure events (such as acts of God, riots, pandemics, natural calamities, etc.) or for any other compelling and justifiable reasons beyond the control of the Contractor. The decision to grant EOT, with or without LD, shall be at the exclusive discretion of the Employer/Competent Authority, and the Contractor shall not be entitled to any additional claims or benefits on account of such EOT.**

## **12. Laws Governing the Contract**

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer

## **13. Dispute Resolution and Jurisdiction of Courts:**

Any dispute which may emanate from the contract shall be settled amicably through mediation/ conciliation. Whenever resource to a Court is warranted, Courts at Ernakulam shall have the exclusive jurisdiction to try all disputes between the parties.

### **7. Buyer Added Bid Specific ATC**

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

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---**