

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	09-04-2026 18:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	09-04-2026 18:30:00
<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>	52
<b>वस्तु श्रेणी / Item Category</b>	Temperature Limit Switch , USB Interface Cable
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	USB Interface Cable
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Interface module, XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), Automotive USB Charger (USB Car Charger), Network Interface Card, PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694, USB Data Card / Dongle, USB GPS Receiver for Aadhar, PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Rigid Conductor (V2) ISI Marked To IS 694, Field Telephone Cable (Telecommunication Cable), Cables, Converters and Adapters
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Limit Switch</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),Compliance of BoQ specification and supporting document *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 मेन् 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
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	Temperature Limit Switch
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
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	24

(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  
4 th Floor , JLN Stadium Metro Station, Kaloor, Ernakulam, Kerala, 682017  
(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	No
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**एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII**

सक्षम प्राधिकारी का नाम/Name of Competent Authority	AJITH A
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	PROCUREMENT
सीए अनुमोदन संख्या/CA Approval Number	13 of DDFS File No. KMRL/O&M/MGR (RS-GEN)/2026/82.
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	11-03-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	The items are required for repair of existing Rolling Stock system. Hence exempted as per Order No: 4 (A) P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dtd 19th July 2024 .

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

**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. 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.

### Temperature Limit Switch ( 50 pieces )

#### 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	154

### USB Interface Cable ( 2 pieces )

#### 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.N o.	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	2	154

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

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	DETAILED TECHNICAL SPECIFICATION <a href="#">View</a>	DETAILED TECHNICAL SPECIFICATION	Temperature Limit Switch(50),USB Interface Cable(2)

**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. Scope of Supply**

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

**3. Generic**

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

KOCHI METRO RAIL LIMITED  
DCO STORES , MUTTOM DEPOT  
ALUVA - 683106  
MOB - 9188957943  
Email - procurement@kmrl.co.in

**4. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. This tender is published as per the PAC approved by the competent authority. The items required are proprietary items of M/s Lütze Transportation GmbH.**

**2.** Bids are invited only from OEM / OEM Approved agency/ Authorised dealer of OEM.

### **3. GENERAL**

- a) Bid and all other related documents are to be submitted in English. Supporting documents, which are in other languages, should be translated in English and submitted along with copies of the 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) Public Procurement (Preference to Make in India) order 2017 and subsequent revisions will be applicable..
- i) Bidders black listed/ordered for blacklisting by Govt. of Kerala/India or KMRL cannot be considered.

**4.** The quoted line item 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).

### **5. PERFORMANCE SECURITY**

- 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 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 expiry of contract period. Total validity period of the bank guarantee shall be 30 Months (6+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 4, 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
Branch	BROADWAY
IFSC Code	CNRB0000803
A/c. No.	0803201002929
Bank Address	BROADWAY BRANCH, ERNAKULAM
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 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 Contractor/Service provider/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.

## 6. CLARIFICATIONS

Please note that queries related to enquiry specifications, terms & conditions etc. should be submitted

itted 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.

## **7. DELIVERY PERIOD**

Delivery to be done within 22 weeks from the date of issue of GeM contract.

## **8. LATE DELIVERY PENALTY AND LIQUIDATED DAMAGES :**

**A) For delivery :** 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 60 days from the time of notification/ submission to service centre by KMRL. If the contractor fails to rectify the faults within 60 days from the time of notification/submission to service centre by KMRL, the contractor shall pay a liquidated damage fee/ performance debit charges of 0.5% of the PSD amount (maximum up-to PSD value).

## **9. PAYMENT TERM**

The payment after all statutory deductions and retention if any for the items supplied will be made against the submission of following;

- a) Tax Invoice
- b) Acceptance of item by the purchaser/ consignee
- c) Warranty certificate
- d) Any other relevant documents

Special 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) Invoice should be submitted in duplicate, after completion of supply/work against supply/work order. Invoice should contain bank details, name of the bank, Branch, IFSC code, PAN details, HSN code and KMRL GST No. 32AAECK5274H1ZL and must be addressed to KOCHI METRO RAIL LIMITED, OCC, KMRL, MUTTOM, ALUVA -683106
- b) 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 i

nvoice.

- c) The GSTIN of Kochi Metro Rail Ltd is 32AAECK5274H1ZL
- d) 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.
- e) 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
- f) 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.
- g) Invoice as per GST Act should be furnished prior to every running account/final bills.
- h) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only

#### **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 for door delivery inclusive of GST, all other applicable taxes, duties, Transit insurance, packing, forwarding, freight charges, loading & unloading charges if applicable.
- c) 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.
- 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.

#### **11. WARRANTY PERIOD**

The vendor shall provide a warranty of 12 months for the supplied item from the date of item received at KMRL and the warranty certificate to be submitted along with the material while supplying the item.

#### **12. DOCUMENTS SUBMITTED ALONG WITH TECHNICAL BID**

- a) Valid bid specific OEM Declaration/ OEM Authorization/ MAF issued by the OEM to be submitted.
- b) Checklist as per Appendix 1 of buyer added ATC.
- c) Company Profile/Bidder Information as per Appendix 2 of buyer added ATC document.
- d) Compliance of specifications and all the terms and conditions of the bid document as per Appendix 3.
- e) Sealed and signed Annexure 1 - Detailed technical Specification as a token of acceptance.

#### **13. 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 12 of Buyer uploaded ATC document.
- c. OEM/MAF not submitted.

**Important Note : All participants shall quote in line with the “Annexure 1 - Detailed technical Specification” document provided in the “ Buyer added Bid Specific ATC ” of Bid document.**

#### 5. 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---**