

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-04-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-04-2026 15:30:00
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	Operation and Maintenance of Effluent/Sewage Treatment Plant - Complete System; Any experienced bidder; Under AMC and functional
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, 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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/ RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	76000

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).	36

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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
 4th 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 अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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	100

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

price split up - [1773915220.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please upload scope of work:[1773739276.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
30-03-2026 11:00:00	Prebid meeting-Annual Maintenance Contract of ETP/STP at Muttom Depot & Staff Quarters Monday, March 30 · 11:00am - 12:00pm Google Meet joining info Video call link: https://meet.google.com/uwy-zfth-zns

Operation And Maintenance Of Effluent/Sewage Treatment Plant - Complete System; Any Experienced Bidder; Under AMC And Functional (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Complete System
Type of Annual Maintenance Service Provider required	Any experienced bidder
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Number of dedicated unskilled manpower required	
Duty hours of dedicated unskilled manpower	
Working days in a week for dedicated unskilled manpower	
Number of dedicated semi-skilled manpower required	
Duty hours of dedicated Semi-skilled manpower	

विवरण/ Specification	मूल्य/ Values
Working days in a week for dedicated semi-skilled manpower	
Number of dedicated skilled manpower required	
Duty hours of dedicated Skilled manpower	
Working days in a week for skilled manpower	
Number of Dedicated managerial/supervisory staff required	
Duty hours of dedicated mangerial/supervisory staff	
Working days in a week for mangerial/supervisory staff	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Akhil P. A	683106,DCO Stores, Muttom depot KMRL, Aluva	1	<ul style="list-style-type: none"> Number of months for which Operations & Maintenance service is required during contract period : 24

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.TERMS OF PRICE

- The tenderers should quote their lowest possible price on DDP KMRL basis (Incoterms 2010)
- 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.
- 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%.
- 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 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.**

2.EMD (EARNEST MONEY DEPOSIT)

Forms of EMD

Payment of EMD/Bid Security:

a) The Bidder can submit the EMD of Rs. **76,000** /- in the form of Payment online through RTGS /internet banking. On-line payment shall be in

Beneficiary name. Kochi Metro Rail Limited

Account No :0803201002929

IFSC Code : CNRB0000803

Bank Name : Canara Bank

Branch address: Ernakulam Broadway Branch, Ernakulam Kerala 682031

Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of EMD along with the bid document

b) Bidders can also submit the EMD with Account Payee Demand Draft in favour of KOCHI METRO RAIL LIMITED payable at KOCHI. Bidder has to upload scanned copy /proof of the DD along with his bid and has to ensure delivery of hard copy to the Buyer within 5 days of Bid End date / Bid opening date.

c) Bidders can also submit the EMD with Banker's Cheque in favour of KOCHI METRO RAIL LIMITED payable at KOCHI.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery

hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

d) EMD can also be submitted through BG as per the format provided in Appendix 11.

Bidders should remit EMD at the time of online bid Submission.

Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of EMD along with the bid document.

The EMD of the successful bidder shall be returned upon the acceptance of the Contract Order and on the receipt by the Employer of the Performance Security in accordance with clause mentioned in the Buyer Added Bid Specific Terms and Conditions.

The Bid security (EMD) remitted by the unsuccessful bidders shall be released after placing of Contract Order to the successful bidder or finalization of contract.

Bid security shall be exempted as per GeM GTC. In case EMD exemption required, valid exemption certificates along with Bid security declaration as per Appendix 10 to be submitted along with the technical bid.

Bids received without EMD/Valid exemption certificate along with Bid security declaration shall be prima-facie rejected from further evaluation. Bidders are requested to provide duly notarized tender security declaration as per Appendix-10.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 EXPERIENCE CRITERIA

Bidder should have successfully carried out the similar work during last 5 years ending 28/02/2026 (last day of the month preceding the month in which the bids are published)

The bidder shall submit GeM contract or Purchase order (s) as follows;

- At least one order of value not less than Rs. 30.40 Lakhs
OR
- Two orders each of value not less than Rs. 19.00 Lakhs
OR
- Three orders each of value not less than Rs. 15.20 Lakhs

in any Central / State Govt. Organization / PSU / Listed Company/Limited company

** Similar work” for this contract shall be “Annual Maintenance Contract of ETP/STP”.

The proof should be submitted in terms of

Copy of PO/work order/GeM contract order which shall be dated on or before 28/02/2026 and should be not more than 5 years old with (a) OR (b) as follows.

- a) CRAC/Acceptance certificate/ Work completion certificate with value of work/supply completed for the Purchase order/work order from the organization to whom the delivery/work made

OR

b) with CA/Notary certified invoice with proof of receipt of payment for the same.

Note: In case work is executed for private client, documentary proof such as copy of CA/notary certified work order and work completion certificate or CA/notary certified invoice with proof of payment received against the bills should be uploaded.

3.2 FINANCIAL CRITERIA

Tenderer shall be eligible only if they fulfill minimum Eligibility criteria of having an average annual turnover for last three financial years should not be less than 11.40 lakhs.

1. Financial data for last three financial years i.e. CA audited balance sheet, Profit and loss statement for financial year 2022-23, 2023-24 and 2024-2025 has to be uploaded by the tenderer Appendix-9 of RFP. Chartered Accountant shall certify the financial data in the prescribed format with his stamp and signature.

2. In case audited balance sheet of the last financial year i.e. 2024-2025 is not made available by the bidder, the bidder has to submit an affidavit (As per format provided in Appendix-9 A of this RFP) certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of all the financial years will be taken into consideration for evaluation. However, if the affidavit is not submitted as per the format mentioned above, the turnover for that particular year will be considered as "zero" for the calculation of average annual turnover.

4. RETENTION

A retention amounting to 5% of the gross amount of each bill will be deducted at the time of each payment, for the due execution and completion of the supply and warranty obligation. This retention amount is liable to be forfeited, partly or wholly, if the contractor fails to carry out the assignment or to keep up the desired rate of progress as per contract.

The Retention amount will be released within 60 days on successful completion of Contract period after all Contract obligations.

5. PAYMENT TERM

For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall raise monthly invoices along with related water sample analysis reports from an approved laboratory, duly signed chemical consumption statements, maintenance reports, operator attendance records, ESI and PF challan with employee details, operational logbooks, etc. No advance payment will be made

6. 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 not applicable, e-Invoice exemption declaration form shall be submitted by vendor along with

voice. 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.

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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

a) Proof of EMD paid. In case EMD exemption required, valid exemption certificates along with Bid security declaration as per Appendix -10 to be submitted along with the technical bid.

b) Tender Index as per Appendix 1 of this tender document.

c) Power of Attorney or document as per clause 10, Chapter 2 of this tender document as per Appendix 2.

d) Schedule of compliance with technical specification as per Appendix 3 of this tender document

e) Schedule of deviation if any from Tender terms and conditions as per Appendix 4

f) Details of Documents pertaining to clause 14.a, Chapter 2 of this tender document and as per Appendix 5 of this tender document.

g) Duly filled company profile as per Appendix 7 of this tender document with necessary attachments requested

h) Undertaking that applicant is not blacklisted/ debarred as per format Appendix 8 of this tender document

i) Documents pertaining to clause 14.b, Chapter 2 of this tender document and as per format Appendix 9 of this tender document.

j) Duly sealed and signed Appendix 12, Appendix 13 & Appendix 14

k) Integrity pact as per Appendix 15

l) Documentary evidence for the ESI/medical insurance /workmen compensation policies and PF registration.

m) Any other documents relevant to this tender

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.

3. 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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---