

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-08-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-08-2026 16:30:00
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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :nikhil.tp.kmrl@nic.in Buyer Email id: soumya.s.kmrl@nic.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Industrial Battery Analyzer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Industrial Battery Analyzer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Battery Operated Industrial Sweeper, Online UPS (≤ 10 KVA) With Battery Conforming To IS 16242 (Part 1), Heavy Duty Battery Charger, Water Quality Meters / Analyzers, Battery Cover, Battery Tester, Electrolyte Analyzer, Laboratory Incubators, logic analyzer, Signal Analyzer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Heavy Duty Battery Charger - Battery Tester
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	14000

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).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

KOCHI METRO RAIL LIMITED

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 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Industrial Battery Analyzer (1 pieces)

(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

[Download](#)

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/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	1	84

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 OF INDUSTRIAL BATTERY ANALYZER View	DETAILED TECHNICAL SPECIFICATION OF INDUSTRIAL BATTERY ANALYZER	Industrial Battery Analyzer(1)

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

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 , KOCHI , KERALA - 683106
Mobile No. 9188957943 , E Mail ID : procurement@kmrl.co.in
.

2. 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 %.

3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers

can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. **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.

5. **Scope of Supply**

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

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added Bid Specific ATC

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.

Bids are invited from OEM/ OEM- authorized agencies. Valid OEM Authorization/ MAF /dealership certificate shall be submitted along with the offer.

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) 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.

2. Payment of EMD/Bid Security:

1. EMD (EARNEST MONEY DEPOSIT): Rs. 14,000 /-

I. Forms of EMD

a) Bidders can 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 bid and has to ensure delivery of hardcopy to the Buyer before bid submission end date.

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

c) Bidders can also submit the EMD with Payment online through RTGS / internet banking 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

d) EMD can also be submitted through BG as per the format provided in Appendix 5. Validity of the BG shall be 45 days beyond bid validity period.

II. Payment of EMD/Bid Security:

a) The Bidder can submit the EMD of Rs. **14,000 /-** in the form of Payment mentioned above

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

c) The EMD of the successful bidder shall be returned upon the acceptance of the Contract Order and on the receipt of the Performance Security in accordance

ce with clause mentioned in the Buyer Added Bid Specific Terms and Conditions.

- d) 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.
- e) 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 6 to be submitted along with the technical bid.
- f) 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-6.
- g) Bid Security submitted by the bidder/s shall be forfeited, if the bidder:
 - i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. If it comes to notice that the information / documents furnished in the bid is false, misleading or forged; or
 - iii. Fails to furnish requisite performance security within stipulated time required as per the tender conditions.

3. 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.
- f) 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 %

4. Performance Bank Guarantee

The successful bidder shall furnish to KMRL Performance security in the form of Payment online through RTGS/ FDR duly relinquished and lien marked in favour of KMRL /internet banking or Bank Guarantee for an amount, equivalent to 5% of the Contract Price within 21 days from the date of issue of GeM contract. The validity of the Bank Guarantee shall be twelve months beyond the expiry of warranty/ contract period. Total validity period of the bank guarantee shall be 27 months(3+12+12).

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 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 21 days of award of contract.

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. 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 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

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

he Employer.

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

KMRL at its sole discretion may request the Contractor/Service provider 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 failing to extend Performance bank guarantee, KMRL shall be entitled to forfeit the performance bank guarantee.

PBG/ security deposit will not bear any interest.

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

5. 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 warranty/DLP/ Contract period after all warranty/DLP/Contract obligations.

6. Clarifications

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

7. 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 (if applicable)
- 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.

8.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, A LUVVA -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 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/fin

al bills.

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

9.Warranty Period

The vendor shall provide a warranty of 12 months for the supplied item from the date of item received at KMRL. Warranty certificate, Product manual and accessories shall be submitted along with the item at the time of delivery.

10. Liquidated Damages

A) For delivery (Liquidated Damages)

I. If the Seller/Contractor/Service provider fails to supply the items/complete the work/service within the stipulated time in the purchase order/work order/LoA and/or contract, the Seller/Contractor/Service provider shall pay KMRL in terms of late delivery fee 0.5% of value of delayed goods/work/service per week of delay subject to maximum 10% of the value of such goods/work/service. For avoidance of doubt, the L.D will be calculated on pro rata basis for the no. of days of delay for the delayed goods/work/service. Any delay happened from KMRL will be excluded for the calculation of L.D

II. Supplementary to Clause no (a) above, of the terms and conditions that it shall be deemed that Extension of Time (EOT) is granted by the Employer/competent authority with LD for the additional period of time taken for completing the work. However, EOT shall also be granted overriding the clause (a) by the Employer/Competent authority Exempting LD in exceptional cases constituted by force majeure (act of god, riot, pandemic and natural calamities etc.) or any other compelling and cogent reasons beyond the control of the contractor as determined and decided by the Employer/Competent Authority. Such decision of EOT, mutatis mutandis shall be at the exclusive discretion of the Employer/competent authority and the contractor is not entitled for any additional claim/benefits on account of the EOT granted

.B) During Warranty period:

The contractor shall attend the fault reported within 7 days from the time of notification by KMRL and shall be rectified/replaced the defective parts within 45 days after attending the same. If the contractor fails to rectify the faults within 45 days after attending, the contractor shall pay a liquidated damage fee/performance debit charges of 0.5% of the contract value for each 1 day of delay subject to maximum of the 10% of contract value.

11. 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.

12. Delivery period /completion of work

Delivery/completion of work to be done within 12 weeks from the date of issue of GeM contract.

13. 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.

14. 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.

15. Documents submitted along with technical bid

a) Proof of EMD paid. / In case EMD exemption required, valid exemption certificates in accordance with the exemption categories mentioned in GeM GTC along with Bid security declaration as per Appendix -6 to be submitted along with the bid.

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 technical specifications given in buyer added bid specific additional scope of work as a token of acceptance to all KMRL specifications and terms and conditions.

f) Valid OEM Authorization/ MAF / dealership certificate

g) Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection

h) Any other relevant documents applicable to this tender

16. Dispute Resolution and Jurisdiction of Courts:

Any dispute which may emanate from the contract shall be settled amicably through mediation/ conciliation. Whenever recourse to a Court is warranted, Court

s at Ernakulam shall have the exclusive jurisdiction to try all disputes between the parties.

17. 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 16 of buyer added ATC text

8. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/

additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---