बिड संख्या/Bid Number: GEM/2026/B/8154420

दिनांक /Dated: 17-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 15:00:00
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: devikarani.p@kmrl.co.in
कुल मात्रा/Total Quantity	15
वस्तु श्रेणी /Item Category	AC-DC power supply for field switch
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	AC-DC power supply for field switch
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	DC Regulated Power Supply As Per MHA QRs, Insulating Mats for Electrical Purposes ISI Marked 15652 (V3), Switch Mode Power Supply (V2) Conforming To IS 14886, Switching Power Supply for Wireless Application, Power Cord For Computer (V2), Power Control Center (PCC) Panel for Power Distribution, Electric Trap for insects (UV based Electric Zappers), Disconnectors (Isolators) for Working Voltage Up to and Including 1 kV Conforming To IS/IEC 60947 (Part 3), Sulphuric acid for Bulk supply - FACTL, Live Working Gloves of Insulating Material (V2) ISI marked to IS 13774
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Switch Mode Power Supply (V2) Conforming To IS 14886 • DC Regulated Power Supply As Per MHA QRs
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	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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	Single 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

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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. **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.

AC-DC Power Supply For Field Switch (15 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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	15	90

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	DETAILED TECHNICAL SPECIFICATION View	DETAILED TECHNICAL SPECIFICATION	AC-DC Power Supply For Field Switch(15)

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 (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

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

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

3. **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 %.

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. **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.

6. **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 techno commercial specification of the items for which offers are called for. Upon submission of offer, it is presumed that the scope of work/ supply has been completely understood by the bidder and quoted accordingly. Bidders cannot claim ignorance of any aspect of work after submission of the offer.

The tender is published as per the PAC approved by the competent authority. The items required are proprietary items of M/s Mean Well Enterprises Co Ltd / M/s. Mean Well India Electronics Pvt Ltd. Bids are invited only from OEM/ Authorised dealer/ channel partner of OEM/ OEM Approved agency. Valid OEM declaration/ OEM Authorization/ MAF/ dealership certificate issued by the OEM shall be submitted along with the bid.

Buyer added bid specific ATC are as follows:

1.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 revi sions will be applicable.

2.Terms of Price

a) The tenderers should quote their lowest possible price in Indian Rupee (INR) on D DP KMRL basis (Incoterms 2020)

b) The bidders should quote the price for door delivery inclusive of GST, all other ap plicable taxes, duties, Transit insurance, packing, forwarding, freight charges, loa ding & unloading charges if applicable.

c) The prices quoted should be firm and not subject to any variation, unless specifie d 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 regardin g the percentage for that particular work or Services Accounting Code (SAC)/HSN etc shall be cleared before offering of rates.

e) Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.

3.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 warra nty obligation. This retention amount is liable to be forfeited, partly or wholly, if the c ontractor 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 wa rranty/DLP/ Contract period after all warranty/DLP/Contract obligations.

4.Clarifications

Please note that queries related to enquiry specifications, terms & conditions etc. sho uld be submitted 07 days before the bid submission end date of the tender through G eM portal only. M/s. Kochi Metro Rail Ltd (KMRL), at its sole discretion, may not entert ain 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.

5.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.

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 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/final bills.

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

7.Warranty Period

The vendor shall provide a warranty for a period ofminimum three (03) years from th e date of receipt of the item at KMRL. A valid warranty certificate shall be submitted a long with the material at the time of supply.

8.Liquidated Damages

a) If the Seller/Contractor/Service provider fails to supply the items/complete the work/s ervice within the stipulated time in the purchase order/work order/LoA and/or contra ct, 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/s ervice. Any delay happened from KMRL will be excluded for the calculation of L.D

b) 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 auth ority with LD for the additional period of time taken for completing the work. How ever, EOT shall also be granted overriding the clause (a) by the Employer/Compet ent authority Exempting LD in exceptional cases constituted by force majeure (act of god, riot, pandemic and natural calamities etc.) or any other compelling and co gent reasons beyond the control of the contractor as determined and decided by t he Employer/Competent Authority. Such decision of EOT, mutatis mutandis shall b e at the exclusive discretion of the Employer/competent authority and the contrac tor is not entitles for any additional claim/benefits on account of the EOT granted.

c) LD During warranty:

The contractor shall attend to the reported fault within 15 days from the date of notifi cation by KMRL and shall rectify the fault or replace the defective parts within 60 days from the date of attending to the fault. If the contractor fails to rectify the fault or repl ace the defective parts within 60 days from the date of attending to the fault, the cont ractor shall pay liquidated damage fee/performance debit charges at the rate of 0.5% of the contract value for each day of delay, subject to a maximum of 5% of the contra ct value.

9.Jurisdiction of Courts:

The courts of the place from where the contract has been made shall alone have juris diction to decide any dispute arising out of or in respect of the contract.

10.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 a ddress of the Buyer and / or Primary Buyer

11.Delivery period /completion of work

Delivery/completion of work to be done within90 days from the date of issue of GeM contra ct.

12.Repeat Order Clause

The Buyer shall have the right to place repeat orders for quantities equal to or less than t he original Contract Order quantity within six (6) months from the date of the last supply made under the original Contract Order, subject to the Supplier’s written acceptance. Su ch repeat orders shall be executed at the same prices, terms, and conditions as specified in the original Contract Order. The decision to place any repeat order shall be solely at th e discretion of KMRL.

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 du e to poor quality/ faulty design/ transit damages, vendor s shall take back rejected produ cts 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 replaceme nt of the rejected materials/items by the vendor. In case of any fail in collecting the rejec ted items from KMRL store within 30 days, from the date of receipt of Rejection intimatio n 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, sho uld be clearly furnished in a separate document titled as “List of Deviations”, failing whic h it will be presumed that all the terms and conditions are acceptable.

15.Documents to be submitted along with technical bid

a) Valid OEM certificate/ OEM Authorization/ MAF / dealership certificate issued by th e OEM

b) Data sheet of the offered product mentioning the make and model of the offered product

c) Checklist as per Appendix 1 of buyer added ATC.

d) Company Profile/Bidder Information as per Appendix 2 of buyer added ATC docum ent.

e) Compliance of specifications and all the terms and conditions of the bid document as per Appendix 3.

f) Fully filled, signed and sealed technical specifications given in buyer added bid sp ecific additional scope of work as a token of acceptance to all KMRL specification s and terms and conditions.

g) Any other relevant documents applicable to the tender

16.Force Majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly i nterfering with the performance of any of its obligations under the contract arising durin g the currency of the contract, such as war, hostilities, acts of the public enemy, civil co mmotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, l ockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof.

If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on exp iry of 90 days of commencement of such force majeure by giving 14 days notice to the ot her party in writing. In case of such termination, no damages shall be claimed by either p arty against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

17.Dispute Resolution and Jurisdiction of Courts:

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

18.Determination of Responsiveness:

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

a) The quoted item fails to meet the specified technical requirements.

b) Non-submission of documents as per clauseno 15 of buyer added text based ATC.

19. Change in Duties & Taxes:

a) Offer Prices on GeM shall be on all-inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall furnished by the Bidder, before award of contract.

b) Any Statutory variation in the rate of GST /any other taxes and duties, taking place between the Bid Submission by bidder and Bid End Date, shall be to the bidder's account. Hence, bidder must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the bidder. In case bidder fails to incorporate the same in bid, the bidder will not be eligible for claiming any change in price due to such Statutory variation.

c) Statutory variation in the rate of GST/any other taxes and duties taking place between the Bid end date and the original / refixed contract period, shall be to the KMRL's account. For claiming any change in price due to such Statutory variation, the contractor/service provider shall have to lodge claim before KMRL providing documentary evidence of change in rate of GST taking place after Bid end date and within the original / refixed contract period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

20. Insolvency and breach of contract

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The Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor/ Service Provider in any of the following events, that is to say:

a) If the Contractor/ Service Provider being an individual or a firm: -. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

b) If the Contractor/ Service Provider being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

c) If the Contractor/ Service Provider commits any breach of the contract not herein specifically provided for.

d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Employer and p

rovided also the Contractor/ Service Provider shall be liable to pay to the Employe r any extra expenditure he is thereby put to and the Contractor/ Service Provider shall, under no circumstances, be entitled to any gain on re purchase.

21. Corrupt/Fraudulent/ Anti-Competitive Practice/Coercive Practices / Confli ct of Interest/ Obstructive Practice

Definition

The Employer requires that the Bidders/Contractor, their designated consultants and/ or their agents observe the highest standards of ethics during Tendering and executio n of this Contract. In pursuance with this policy, the Employer:

a) defines, for the purpose of these provisions, the terms set forth below as follo ws:

i. **“corrupt practice”** means making offers, solicitation or acceptanc e of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise infl uence the procurement process or contract execution.

ii. **“fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other b enefits may be obtained or an obligation avoided. This includes ma king false declaration or providing false information for participatio n in a tender process or to secure a contract or in execution of the contract.

iii. **“Anti-competitive practice”:** any collusion, bid rigging or anti-c ompetitive arrangement, or any other practice coming under the p urview of The Competition Act, 2002, between two or more bidders , with or without the knowledge of the procuring entity, that may i mpair the transparency, fairness and the progress of the procurem ent process or to establish bid prices at artificial, non-competitive l evels.

iv. **“coercive practice”** means harming or threatening to harm, per sons or their property to influence their participation in the procure ment process or affect the execution of a contract.

v. **“Conflict of interest”:** participation by a bidding firm or any of it s affiliates that are either involved in the contract to which this pro curement is linked; or if they are part of more than one bid in the p rocurement; or if the bidding firm or their personnel have relations hips or financial or business transactions with any official of procuri ng entity who are directly or indirectly related to tender or executi on process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal g ain; and

vi. **“Obstructive practice”:** materially impede the procuring entity’ s investigation into allegations of one or more of the above mentio ned prohibited practices either by deliberately destroying, falsifyin g, altering; or by concealing of evidence material to the investigati on; or by making false statements to investigators and/ or by threa tening, harassing or intimidating any party to prevent it from disclo sing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s ri

ghts of audit or access to information;

b) If the procuring entity/ Employer comes to a conclusion that a bidder/ Contract or directly or through an agent, has indulged in corrupt/fraudulent/ Anti-competitive practice /coercive practices/ Conflict of interest/ Obstructive practice, the procuring entity/ Employer may take appropriate measures including one or more of the following:

a. If his bids are under consideration in any procurement

i. Forfeiture or encashment of bid security;

ii. calling off of any pre-contract negotiations; and

iii. rejection and exclusion of the bidder from the procurement process

b. If a contract has already been awarded

i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

ii. Forfeiture or encashment of any other security or bond relating to the procurement;

iii. Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

c) Provisions in addition to above:

i. Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

ii. In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;

iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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22.NON EXCLUSIVE

KMRL on its sole discretion reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.

23.TERMINATION OF THE CONTRACT

In the event of any breach of contractual obligations as per the contract including sco pe of work, KMRL reserves the right to terminate the contract, by giving one-month no tice.

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7. **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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---