बिड संख्या/Bid Number: GEM/2026/B/8221892

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-11-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Kerala
विभाग का नाम/Department Name	Higher Education Department Kerala
संगठन का नाम/Organisation Name	University Of Kerala
कार्यालय का नाम/Office Name	Thiruvananthapuram
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :registrar.ku@kerala.gov.in Buyer Email id: jointregadmn.ku@kerala.gov.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Water Purification System with UV (Ultra-Violet Process) or UV (Ultra-Violet Process)+UF (Ultra-Filtration Process) (V2) (Q2)
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	Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
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**	No
व्यापक रखरखाव शुल्क आवश्यक / **Comprehensive Maintenance Charges Required**	Yes
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**	2 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.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

Water Purification System With UV (Ultra-Violet Process) Or UV (Ultra-Violet Process)+UF (Ultra-Filtration Process) (V2) (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification]

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Features and Performance	**Type of Water Purification Technology**	Generally Conformity to IS 14724 for Ultraviolet (UV)
	Rate of Flow (In LPH) of purified water	upto 25 LPH
	Method of Mounting	Freestanding
	Guaranteed output water quality	As per IS 10500 or better
Water Storage	**Storage Tank (inclusive in the scope of supply)**	Self Contained Water Cooler
	Type of Water Tank / Location	Self Contained Water Cooler
	Storage Tank Material	Self Contained Water Cooler
	Storage Tank Capacity (in Ltr)	Self Contained Water Cooler
	Self Contained Water Cooler	Self Contained Water Cooler as per IS 1475 (ISI Marked) of cooling capacity - 20 LPH at Rated conditions and Storage Capacity 40 Liters (I,e 20/40 water cooler.)

व्यापक रखरखाव / Comprehensive Maintenance	
Comprehensive Maintenance (Minimum Percentage)	3 %
Comprehensive Maintenance (Maximum Percentage)	25 %
Warranty of required product	2 Year
Comprehensive Maintenance Duration (Post Warranty)	2 Year

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specfication

Additional Specification Parameters - Water Purification System With UV (Ultra-Violet Process) Or UV (Ultra-Violet Process)+UF (Ultra-Filtration Process) (V2) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
warranty	2 years

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	Mohamed Hashir A	695034,UNIVERSITY OF KERALA, SENATE HOUSE CAMPUS	1	15

Special terms and conditions-Version:1 effective from 25-07-2025 for category Water Purification System with UV (Ultra-Violet Process) or UV (Ultra-Violet Process)+UF (Ultra-Filtration Process) (V2)

1. **Standard Terms & Conditions (STC) for Installation and Commissioning of Water Purification Systems – UV or UV + UF**

   Scope of Work – Installation & Commissioning:

   This document outlines the standard installation and commissioning responsibilities for Water Purification Systems based on UV or a combination of UV and UF technologies.

   1. **Responsibilities of the Seller:**
   1. Provision of all tools, equipment, and machinery required for installation and commissioning of the system.
   2. Supply of appropriate mounting hardware such as brackets, screws, washers, etc., for securing the machine at the designated location.
   3. Proper, clean, and secure piping and water connections should be installed as per industry best practices.
   4. Provision of inlet and outlet piping/connections within a range of 2–3 meters from the machine.
   5. Execution of all necessary electrical wiring to ensure correct and safe machine operation.
   6. Proper earthing of all machine components and insulation of electrical wiring to prevent electric shocks during use.
   7. During scheduled service visits under Comprehensive Warranty or CMC (Comprehensive Maintenance Contract), the following activities will be performed:
      - Replacement of pre-filter free of cost during every service visit.
      - Complete cleaning of the water purification system and associated water tank (if applicable).
      - Annual free replacement of all filters, which may include (but are not limited to): RO Filters, Sand Filter, Sediment Filter, UV, UF, Pre-Carbon Filter, Post-Carbon Filter, Mineral Filter, Micron Filter, Dual Media Filter, Anti-Scaling, Alkaline Filter, Absorption Filter, etc., as applicable.
   1. **Responsibilities of the Buyer:**
   1. Facilitate access for the installation team by providing necessary gate passes to the installation site.
   2. Ensure that the machine is installed at an accessible and appropriate location, suitable for both installation and future maintenance.
   3. Ensure the availability of water supply inlet and outlet points within 1–2 meters of the machine.
   4. Provide accessible electrical power sockets within 1–2 meters of the installation site.
   1. **Notes to Sellers:**
   1. Sellers must adhere to the General Terms and Conditions (GTC) and ensure the product matches the specifications listed in the catalogue or exceeds them.

2. A single model should not be uploaded under multiple catalogues with inconsistent or conflicting specifications.
3. The product must comply with CML specifications, including but not limited to LPH (litres per hour) capacity. Any discrepancies may trigger action as per the IM policy.
4. While uploading the product catalogue, sellers must include three distinct images:
    - Image 1: Isometric View of the Full Product
    - Image 2: Front View of the Full Product
    - Image 3: Left or Right Side View of the Full Product
5. If inconsistencies are found in the uploaded/offered product, the OEM dashboard for the concerned brand may be removed, and the seller account suspended in accordance with IM policy.

1. **Notes to Buyers:**

1. **For Procurement via BID/RA:**
    - Buyers should create bids with clearly defined values for critical (“Golden”) parameters such as:
        - Type of Water Purification Technology
        - Filtration Capacity (in LPH)
        - Inclusion and specifications of Storage Tank
        - Material and Capacity of Storage Tank (in Liters)
        - Maximum Feed Water TDS (ppm) at which rated LPH, and water quality is assured
        - Guaranteed Output Water Quality
    - Bids lacking specific selections or choosing “Any Value” for these Golden Parameters may be deemed ambiguous and can be cancelled at any time by the competent authority. The buyer will be held accountable if vague specifications lead to reduced competition or increased cost to the exchequer.
2. Buyers are encouraged to apply comprehensive filters during BID/RA to include all qualifying options that meet or exceed technical requirements. For example, if a Semi-Automatic controller is required, options including Fully Automatic should also be selected. Failing to do so, resulting in restricted competition or higher procurement costs, shall be the buyer’s responsibility.
3. Buyers must refer to Clause 4.xiii.(w) of the GTC. Any additional technical specifications added should not contradict GeM category standards. Contradictory specifications may render the bid invalid and subject to cancellation by competent authority.
4. Before issuing the CRAC, the buyer/consignee must verify all technical specifications and parameters of the installed machine such as filtration capacity, machine type, etc., as per the contract.
5. When sellers provide alternate models under the clause “Other Equivalent/Better Alternate Models Offered,” buyers must ensure that these models meet or exceed all original bid requirements before accepting them. This clause is relevant only in BID/RA-based procurement and does not apply to direct purchase or L1 procurement.
6. Buyers may opt for an Extended Performance Bank Guarantee (EPBG) covering a period longer than the machine’s warranty, which may be invoked if warranty obligations are not met.

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. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

4. **Service & Support**

   Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **Service & Support**

   Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Warranty**

   Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

7. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. Bidders From Kerala Preferred.

   2. Bidder/OEM Must Have Relevant Experience in Supply and Installation of Similar Items (Attach Gem Work Order Copy of Ten Contract).

   3. Bidder Must Have Valid GST Certification and Office License

   4. OEM Must Have Registered Office in Kerala with GST Certificate.

   5. OEM Should Have Twenty Years Direct Presence in Kerala.

   6. Bidder or OEM Should Have Single Work Order with Value Not Less Than Twenty-Five Lakhs on Same Product (Attach Gem Work Order Copy).

   7. Bidders Must Upload Bid Specific OEM Authorization Letter.

   8. OEM or Bidder Should have service centre in Trivandrum.

   9.Bidder Must Have Minimum Four Star or Higher Gem Rating.

   10. OEM Should Have Customer Care Toll Free Number For 24hours.

   11. Product Should Have Bis Certification (Proof Should Be Attached).

   12. The Bidder Should Submit Product Quality Test Certificate from Authorized Agency.

13. Product Should Have IMA Certification (Proof Should Be Attached).

14. GC Mark And IGBC Certification Should Be Submit. 15. Bidder or OEM Should Submit Occupational Health & Safety Management System Certificate- ISO 4500 1:2018 Certificate.

(16) The unexcused delay in the completion of task by the selected bidder in the prescribed delivery perio d or If the selected bidder fails to supply and install the items after placing the Work Order/Supply Order, may render him liable to any or all of the following penalties: - (a) Incident will be reported through GeM P ortal. (b) The penalty as mentioned in this Bid document (c) Forfeiture of earnest money/ PBG/Security Dep osit. (d) Black listing or debarring from participating in any bid released by Government of Kerala in future.

(17) The rate quoted should be inclusive of all charges such as GST, delivery charges, packing, forwarding , freight, loading/unloading/handling and Government duties leviable, if any. (18) The Technical Evaluation Process will be carried out as per the specification/Compliance Statement at tached in the Buyer uploaded ATC Document.

(19) Detailed equipment Data sheet/Technical Brochure/Technical Specification/ Technical Bid of the produ cts to be quoted should be submitted along with the detailed specification.

(20) The Duly filled signed and sealed Technical Compliance Statement should be submitted along with th e Make and Model of the equipment, as per the format attached in the Buyer uploaded ATC Document.

(21) The Full payment will be made only after successful completion of the supply, Installation and Commi ssioning of items at the proposed site mentioned in the Supply Order and advance payment will not be allo wed under any circumstances. No part payments shall be made.

(22) The Payment will be released only after the successful installation on the basis of the Inspection Repo rt from the Competent Authority in the University.

(23) Complaints if any with the items supplied should be rectified/replaced to the satisfaction of the Univer sity of Kerala by the suppliers at their own cost.

(24) After the successful completion of the installation of the equipment, the successful bidder shall forwar d the following documents to the The Registrar, University of Kerala, Senate House Campus, Trivandrum, P in -695034, for the payment procedure: (a) Bills in triplicate should be submitted in B2B format with our G ST No: 32AAAJU0328F1ZJ. (b) Duly filled, signed and sealed stamped Pre-receipt in the Letter Head. (c) Dul y filled, signed and sealed Data Sheet of Bank Account details. (d) Copy of a cancelled Cheque Leaf/Bank P ass Book. (e) Copy of PAN CARD of the Selected Company. (f) Installation Certificate.

(25) The successful bidder of each equipment shall submit a Performance Security equivalent to 5% of the total value of the contract rounded to the nearest rupee.

(26) The Bid inviting authority reserves the right to reject any bid, if the bidder does not meet the eligibility criteria/does not submit the document, mentioned in the GeM Document.

(27) General rules relating to purchase of equipment will also applicable to this Bid.

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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 (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.

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
3.GST shall be included in the CMC Charges quoted.
4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 15 years can be chosen for CMC charges beyond warranty period.
7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period– Percentage to be indicated- A1
CMC charges for 2nd year after warranty period– Percentage to be indicated- A2
CMC charges for 3rd year after warranty period – Percentage to be indicated- A3
CMC charges for 4th year after warranty period – Percentage to be indicated- A4
CMC charges for 5th year after warranty period – Percentage to be indicated- A5

Similarly, A6 to A15 are to be indicated for 6th to 15th year of CMC if applicable.
8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.
8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.
(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:
Total Cost for evaluation=
C+C*{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)} and so on
C – Cost for equipment quoted and n shall be number of years of product warranty specified.
If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.
8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.
8.5.The CMC charges shall be offered within range of 3 to up to 50% of cost of equipment as defined by buyer.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank

guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.
12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.
13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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---