बिड संख्या/Bid Number: GEM/2026/B/8254814
दिनांक /Dated: 09-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Kerala
विभाग का नाम/Department Name	Higher Education Department Kerala
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Kumbalathu Sankupillai Memorial Db College
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :prlksmdbc.dce@kerala.gov.in Buyer Email id: haksmdbc.dce@kerala.gov.in
वस्तु श्रेणी /Item Category	INTEGRATED SECURITY SURVEILLANCE SYSTEM SERVICE - Theft Prevention, Remote Video Monitoring, Facility/Asset Protection, Parking Lots, Event Video Surveillance, Outdoor Perimeter Security; Capture Devices, Recording Devices, Network attached storage, ..
अनुबंध अवधि /Contract Period	15 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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	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
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
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	250000
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. 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 % (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.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1794154350.pdf

Additional Document required for Verification of Eligibility criteria and Experience specific to this Service:1794154505.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
12-11-2026 09:00:00	Principal's chamber, KSMDB College, Sasthamcotta, Kollam, Kerala, PIN 690521

INTEGRATED SECURITY SURVEILLANCE SYSTEM SERVICE - Theft Prevention, Remote Video Monitoring, Facility/Asset Protection, Parking Lots, Event Video Surveillance, Outdoor Perimeter Security; Capture Devices, Recording Devices, Network Attached Storage, .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Surveillance Required for	Theft Prevention , Remote Video Monitoring , Facility/Asset Protection , Parking Lots , Event Video Surveillance , Outdoor Perimeter Security
Storage Type	Capture Devices , Recording Devices , Network attached storage , Archival Storage
Storage required for	Ability to archive footage
Command Control Centre	Buyer’s premises
Type of Access Control System Required	Mandatory Access Control System (MAC)
Type of Attendance management System	NA
Alarm Management system required for	NA
Public Address System	NA
Technical Manpower Required	Yes
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Manoj K R	690521,Sasthamcotta PO	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Generic**

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

   Kumbalathu Sankupillai Memorial Devaswom Board College, Sasthamcotta
   Sasthamcotta
   Kollam
   Kerala
   PIN 690521
   .

3. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 6 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. **Purchase Preference (Centre)**

   Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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 50%. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

9. **Service & Support**

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

10. **Service & Support**

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

11. **Purchase Preference (State)**

    Bid reserved for MSE from the State of Bid Inviting Authority: Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. 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.

12. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

13. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

[1] **Scope and price.** Supply, install, configure, test and commission the complete IP-based CCTV system at KSMDB College, Sasthamcotta, and train designated staff as per the published BoQ. All equipment and accessories shall be new, genuine, unused, defect-free and mutually compatible. The bid price shall includ e freight, handling, installation, accessories, training and applicable taxes.

[2] **Unused installation materials.** BoQ quantities for Cat6 cable, PVC conduit, optical fibre cable and si milar measurable materials are estimates. Where less is required, the seller and Inspection Committee sha ll jointly measure and record the installed quantities. The seller shall remove any unused balance brought to site at its own cost. Subject to the GeM contract, deduct the quantity difference at the contracted BoQ u nit rate and adjust applicable taxes.

[3] **Inspection and acceptance.** Final acceptance requires satisfactory installation, testing, commissioni ng and training, verification of contractual compliance, and a favourable report from the College’s Inspecti on Committee. The Committee shall verify specifications, quantities, quality, compatibility and performanc e.

[4] **Rejected goods.** The supplier shall remove defective, damaged, substandard or non-conforming good s at its own risk and cost within the period specified by the Buyer and replace them at no additional cost.

[5] **Transit and delivery.** The supplier is responsible for safe delivery to the designated locations and sha ll make good any damage, theft, shortage or loss before delivery and acceptance at no additional cost.

[6] **Bank charges and payment.** The supplier shall bear its bank charges and related expenses. Paymen t shall follow the applicable GeM General Terms and Conditions and contract terms.

[7] **Pre-bid meeting and site visit.** Attendance is encouraged and shall be at the bidder’s expense. Non- attendance alone shall not disqualify a bidder. Attendees shall upload their attendance certificate with the technical bid. The Buyer shall publish the schedule, clarifications and changes on GeM, with schedule chan ges notified in advance by corrigendum.

[8] **Technical bid documents.** Upload evidence of relevant CCTV or similar IP surveillance/networking ex perience and satisfactory past performance, plus a CA-certified turnover statement or relevant audited fin ancial statements, as prescribed in the bid and subject to applicable exemptions. Upload valid OEM authori sation covering supply and warranty support, or proof of OEM status. The bidder shall have a GeM seller ra ting of at least **4.0 out of 5.0** on the date of bid submission and upload verifiable proof.

[09] **Compatibility and commissioning.** Cameras, NVRs, PoE switches, storage and networking accesso ries shall work together and meet the BoQ’s ONVIF requirements. Complete cable laying and termination, mounting, network and recording setup, and connectivity testing at the designated locations. Demonstrate the operation of all equipment, including power backup, before acceptance.

[10] **Warranty and Kerala service centres.** Provide the applicable OEM and bid-specified warranty, incl uding repair, replacement, on-site assistance and escalation contacts. Each offered **UPS, CCTV camera a nd NVR** shall have support from an **OEM-operated or OEM-authorised service centre in Kerala**. Sub mit the centre’s name, full address, contact details and OEM proof with the technical bid. The supplier rem

ains responsible for warranty and support.

[11] **Training and handover.** Train nominated staff in live monitoring, NVR operation, playback, footage retrieval and export, storage management, routine maintenance and basic troubleshooting. Hand over ma nuals, warranty documents, equipment details, installation layouts, configuration records and administrato r credentials securely.

[12] **Data security and confidentiality.** Configure access controls and change default passwords during commissioning. Enable remote access only with the College's written approval. Access, copying, retention or disclosure of footage requires specific College authorisation for installation, testing or maintenance. CCT V data shall remain under the College's control.

[13] **Installation quality and safety.** Use safe, professional installation practices and agree cable routes and equipment locations with the College. Protect existing property and infrastructure. The supplier shall r ectify damage caused by negligent installation at its own cost.

[14] **GeM conditions and evaluation.** Applicable GeM terms and contract provisions shall govern in cas e of conflict. The Buyer may verify documents and seek technical clarifications under GeM procedures. Tec hnical qualification shall follow the eligibility criteria and specifications published before bid closing.

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14. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

15. **Buyer Added Bid Specific SLA**

Text Clause(s)

Buyer-Specific Service Level Agreement

Supply, Installation, Testing, Training and Commissioning of an IP-Based CCTV Surveillance Sy stem

Buyer and site
Kumbalathu Sankupillai Memorial Devaswom Board College, Sasthamcotta, Kollam, Kerala - 690521

[1] Application and contract period

This SLA applies to the successful service provider from the GeM contract start date through completion a nd final acceptance, and to support during the applicable warranty periods. Read it with the published bid, Scope of Work, Item Specification Document, Buyer-Added Additional Terms and Conditions (ATC) and appl icable GeM contract terms.

[2] Delivery and installation

Complete supply, installation, testing, training and commissioning within the period specified in the GeM c ontract. Coordinate camera locations, cable routes, work schedules and site access with the Buyer's desig nated representative. The Buyer shall nominate a point of contact, provide agreed site access and designa te staff for training. The service provider shall supply all labour, tools and materials within scope and rectif y damage caused by negligent installation at its own cost.

[3] Commissioning, training and acceptance

Demonstrate all 28 cameras and both NVRs, camera-to-NVR connectivity, live viewing, recording, playback , authorised footage export and backup. Verify Cat6 and optical fibre links, storage, access controls and th e minimum three-hour UPS backup specified in the contract. Record test results, rectify deficiencies and re peat the affected tests at no additional cost.

Train the Buyer's nominated staff and hand over equipment and serial-number records, as-installed layout s, configuration records, test results, manuals, warranty certificates and escalation contacts. Transfer adm inistrator credentials securely. Final acceptance requires successful completion of these deliverables and a satisfactory report from the Buyer's Inspection Committee.

[4] Comprehensive warranty and local support

Provide a minimum three-year comprehensive warranty from final acceptance for the IP cameras, NVRs, 2 TB surveillance hard disks, 5 TB external hard disk, PoE switches and online UPS including batteries. Apply the warranty stated in the contract to the remaining items. For covered faults, provide on-site diagnosis, tr avel, labour, parts, repair or replacement, and retesting at no additional cost.

Each offered UPS, CCTV camera and NVR shall have an OEM-operated or OEM-authorised service centre in Kerala. The service provider shall coordinate support through the relevant centre and remains responsible for meeting this SLA.

[5] Incident response and restoration

The Buyer shall report faults through the designated phone or email. The service provider shall issue a co mplaint reference and record the reporting time, affected equipment and priority. Measure each deadline f rom the time the Buyer reports the fault through the designated channel.

Critical faults. System-wide outage, loss of recording on any NVR, multiple camera outages from a share d fault, or failure of UPS backup.

- Acknowledge within **4 calendar hours**.
- Attend on-site, where applicable, within **24 calendar hours**.
- Restore service within **48 calendar hours**.

Standard faults. Single camera fault or other isolated issue that does not meet the critical criteria.

- Acknowledge within **1 working day**.
- Attend on-site, where applicable, within **2 working days**.
- Restore service within **5 working days**.

On-site attendance applies where remote resolution is unavailable or the Buyer requires a site visit. Calend ar hours run continuously. Working days are days on which the College administrative office is open. The s ervice clock may be paused for site access or other Buyer-side dependencies only for the period confirmed in writing by the Buyer.

Restoration means return of the affected function to service. If permanent repair requires more time, the s ervice provider shall arrange a compatible temporary replacement or other Buyer-approved workaround w ithin the restoration deadline and provide a target date for permanent repair. The incident remains open u ntil the Buyer verifies the permanent fix.

[6] Escalation and service records

Provide a primary service contact and an escalation contact at handover. Notify the Buyer promptly if a de adline is at risk. Record the fault, diagnosis, attendance, action taken, parts replaced, restoration time and closure confirmation in a service report. Share the report with the Buyer after each incident.

[7] Data security and confidentiality

Change default passwords during commissioning and apply role-based access controls. Enable remote acc ess only with the Buyer's written approval. Access, copying, transfer or retention of footage by service per sonnel requires the Buyer's specific authorisation. All footage and associated data shall remain under the Buyer's control.

[8] Payment and remedies

Payment, acceptance and any remedies for delay or service shortfall shall follow the applicable GeM contr act provisions. The Buyer shall document missed deadlines and communicate required corrective action to the service provider.

16. **Buyer Added Bid Specific Scope Of Work(SOW)**

    File Attachment Click here to view the file.

17. **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.

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.

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

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

---धन्यवाद/Thank You---