

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South East Central Railway
कार्यालय का नाम/Office Name	Hq New General Manager Secr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sourabh.chandra@gov.in Buyer Email id: sanjay68n@gmail.com
वस्तु श्रेणी /Item Category	Hiring of Special Purpose Mining or Earth Moving Machines (Monthly Basis) - As Per Buyer's Requirement; Material Handling Equipment; Hiring of Four Battery Operated Platform Lister Truck Capacity 02 Ton each at Store Depot EMD-Loco-Raipur ROH-BIA EL..
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	54 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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?	No
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	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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	3600000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	72000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	44

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

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

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

लाभार्थी /Beneficiary :

FA AND CAO/SECR/BSP

O/o Dy.CMM(S)/GSD, South East Central Railway, WRS Colony, Raipur. CG. PG should be drawn in favour of FA&CAO/SECR/Bilaspur and Payable at Raipur.

(Fa And Cao/secr/bsp)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/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	100

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 100% (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. 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.

5. 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

Please add the detailed specification of the machinery required and detailed scope of work:[1789468894.pdf](#)

Additional Terms and Condition/ SLA/Penalties as per Requirement:[1789468981.pdf](#)

Hiring Of Special Purpose Mining Or Earth Moving Machines (Monthly Basis) - As Per Buyer's Requirement; Material Handling Equipment; Hiring Of Four Battery Operated Platform Lister Truck Capacity 02 Ton Each At Store Depot EMD-Loco-Raipur ROH-BIA EL.. (4)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Specification Of The Equipment/Machine	As Per Buyer's Requirement
Type of Special Purpose Equipment	Material Handling Equipment

विवरण/ Specification	मूल्य/ Values
Type of Machinery Required	Hiring of Four Battery Operated Platform Lister Truck Capacity 02 Ton each at Store Depot EMD-LoCo-Raipur ROH-BIA ELS-BIA and GSD-MIB-NGP for a period of 36 Months
Manufacturing / Registration year from the date of award of contract	up-to 5 years
Fuel to be provided by Buyer	No
Operator/Crew To Be Provided By Buyer	No
Cleaner/Helper To Be Provided By Buyer	No
एडऑन /Addon(s)	
Operational Charges of Machinery as per UoM	NA
Other Additional Charges (Lumpsum)	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Machines Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajesh Kumar Tiwari	440001,General Stores Depot ,SECR, Motibagh, Nagpur	1	Number of Months for which service is required : 36
2	Pratyush Mishra	490025,Electric Loco Shed, Bhilai Marshalling Yard, Bhilai, Chhattisgarh 490025	1	Number of Months for which service is required : 36
3	Ramanuj Prasad	490021,office of The Sr.DME(Frt) , SEC Railway, Bhilai, Dist -Durg, chattisgarh , contact 9752877402	1	Number of Months for which service is required : 36
4	Naman Gupta	492004,Diesel Loco shed, Raipur, Chhattisgarh, 492004	1	Number of Months for which service is required : 36

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

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 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 25 percent with the consent of the service provider

2. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The location of the consignee where Battery Operated Platform Lister will be in operation

Srl No.	Location	Qty
1	O/o Dy.CMM, General Stores Depot, South East Central Railway, Motibagh, NAGPUR. Maharashtra.	01
2	O/o DMM, EMD_Loco, South East Central Railway, RAIPUR. Chhattisgarh.	01
3	O/o DMM, ELS/BIA, South East Central Railway, BHILAI. Chhattisgarh.	01
4	O/o AMM, ROH, PP-Yard, South East Central Railway, BHILAI. Chhattisgarh.	01

Total Battery Operated Platform Lister 2 Ton Cap.
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04

Tender invited from the experienced Service provider/Contractors for successful execution of the under mentioned work for a period of 36 Months.

Sr. No	Name of the work
1	Hiring of 04 nos. Battery Operated Platform Lister Truck, Capacity 02 Ton (One each at Store Depot EMD_Loco/Raipur, ROH/BIA, ELS/BIA & GSD/MIB/NGP) for a period of 03 years (36 Months).

2	ELIGIBILITY CRITERIA (a) The following documents should be submitted along with tender/bid: i) Work Experience: The bidder should have satisfactorily completed* in the last 03 previous financial years and the current financial year up to the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid. *Completed Service Contract: - Includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid. ** Similar service contract means "Battery operated material handling equipment" with any capacity in Central Govt., State Govt. or Public Sector Units [Govt. Of India Undertaking]. ii) The bidder shall submit details of work executed by them along with the bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and contract start date and actual date of completion for such contract, additionally, a work completion report must be included. iii) Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with his/her stamp signature and membership number shall be considered. iv) Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by CA with his/her stamp, signature and membership number shall be submitted by the bidder along with bid. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted banking references will be considered for working out the Liquidity. The banking reference should be from a scheduled bank in India and it should not be more than 03 months old as on date of submission of bids. (b) Work experience certificate other than as mentioned above in Srl.No. 2 Eligibility Criteria (a)-(i) shall not be accepted. Work experience certificate from private individual shall not be accepted.
3	Performance Guarantee will be collected from the successful tenderer @ 5% of offered bid value.
4	Tender with any special condition will be rejected.
5	The accepted rates will be valid for currency of contract period from the date of execution of work.

The Railway administration reserves the rights to Modify, Cancel or Discharge a part of complete tender without assigning any reason to the tenderers.

INSTRUCTIONS FOR TENDERERS

01	Tenderers must carefully review the tender document before submitting their bids. Rates should be quoted in both figures and words, and applicable taxes must be indicated separately. The rates include the contractor's profit, expenses required to fulfill the contract conditions, and any taxes imposed by the Railway, State or Central Government, or Labour Ministry, including GST. The contractor is responsible for paying GST at the prevailing rate (as applicable at the time) to the relevant department for this work.
02	The tenderer shall hold the offer open till such date as may be specified in the Tender notice/Bid document.
03	It is not mandatory for the tender accepting authority to accept the lowest bid, and no tenderer shall request an explanation for the rejection of their tender.
04	The bidders or tenderers must keep their offer valid for a minimum of 180 days from the date of the bid opening. During this period, tenderers are not allowed to withdraw their offers. This period may be extended further if agreed upon by both parties as needed.
05	The tenderer(s) must submit their rates, which should include all associated charges. The firms should upload the Rate Sheet along with their bid.
06	Before submitting a tender, the tenderer(s) must thoroughly inspect the site and the surrounding area where the work will be performed. They should ensure that they have considered all conditions that may arise during the execution of the project. Additionally, the rates provided in the tender form must be adequate in all respects and should comply with the provisions of the General Conditions of the contract. The completed work should meet the full satisfaction of the D Y.CMM/GSD/Raipur.
07	Tenderers must attach all documents according to the Eligibility Criteria of the tender. No documents will be accepted from the bidder after the bid opening.
08	Tenderers should attach/furnish all the documents as per Eligibility Criteria of the tender as asked.
09	The rates offered by the tenderer and accepted by the Railway Administration must hold good till the completion of the contract period and are not subject to fluctuation of market rates.
10	The contractors are responsible for any excessive delays in providing the BOPL T service for any reason. In such cases, the Railway Administration reserves the right to impose penalties for the following irregularities: (a) Non-availability of Driver/Operator staff on duty: ₹500 per incident. (b) Any misconduct by the Driver/Operator staff, including creating a nuisance or drinking/supplying alcoholic beverages: ₹500 per incident, and dismissal of the staff member at fault. (c) Non-compliance or misconduct related to any terms outlined in this contract or the tender conditions: ₹500 per incident. (d) Late reporting of Driver/Operator staff on working days: ₹200 per day. The decision of the Depot Officer or their representative regarding these matters shall be final and binding.

11	The contractors will be held responsible for any excessive delays, regardless of the reason, in carrying out the BOPLT service at [Store Depot EMD_Loco/Raipur, ROH/BIA, ELS/BIA & GSD/MIB/NGP]. If the BOPLT service is not provided or commissioned by the start date specified in the GEM contract, the Railway Administration may impose a penalty. Specifically, failure to provide BOPLT services at the consignee location will result in a charge of Rs. 500 per day. The decision made by the Depot Officer will be final and binding..
12	The contractor should follow the Ministry of Labour and Employment regarding Labour Codes Notification Dt.21/11/2025.
13	The contractor should follow the Ministry of Labour and Employment regarding Variable Dearness Allowance (VDA) for contract workers engaged in various employment/activities Notification Dt. 01/04/2026 and also latest if any.
14	The contractor should follow the Ministry of Labour and Employment regarding Labour Codes Law provisions for Employees and Contract Labour in all units under Ministry of Railways Notification Dt. 11/05/2026.
15	For charging of battery electrical supply socket point will be provided in the Railway premises but the consumed electrical units charges, meter charges and other charges etc., if any to be bear by the firm/contractor. Installed Electrical Meter Rent to be borne by the firm/contractor.

SPECIAL TERMS AND CONDITION

01	This contract shall be covered by "General Conditions of Contract for Services-2018" of the Indian Railway as amended/corrected up to latest correction slips. In executing this contract it would be deemed that the contractor has kept himself fully informed of the provisions of the GCC Services-2018 including all corrections and amendments. In the event of any conflict or inconsistency between General terms and Conditions of Contract for Services-2018 and Special Terms and Conditions of Contract, the latter will prevail.
02	If the tender submitted by tenderer is accepted and the contract awarded to the tenderer, the work coming within the purview of the contract shall be governed by the terms and conditions included in the tender notice as modified or amended by the letter of acceptance of tender and "General Conditions of Contract for Services-2018" and instructions for tenderers and standard form of contract (latest) as corrected up to date. Special attention is to be drawn to clause (Minimum Wages Act), (Payment of Wages Act), (Contract Labour Regulation and Abolition Act) and (Workmen's Compensation Act) of the GCC Services-2018 and Factory Act for strict compliance.
03	If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a Firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender cancelled.
04	The contract period for the Platform Lister Truck Battery Operated Cap.02 Ton shall be for a period of 03 (Three) years. The BOPLT Equipment may have to go the sites of all types road etc.. Any excuses about condition/existence of the road will not be accepted. The equipment shall be new and in smooth operative condition.
05	Rights of the Railway to deal with tender: - The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tender(s) shall demand any explanation for the cause of rejection of his/their tender not the railway undertake to assign reasons for declining to consider or reject any particular tender or tenders. The authority for the acceptance of the tender will rest with the Dy.Chief Material Manager, S.E.C. Railway, Raipur who does not bind himself to accept the lowest or any other tender.

06	Tenderers having past experience and having sound financial status to execute the contract. Documents testifying tenderer's previous experience and financial status should be produced along-with the tender or when desired by the competent authority of the General Store Depot, South East Central Railway/Raipur.
07	If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage. The tenderers shall be solely responsible for the information furnished by them. At any stage of contractual period, if it is found that the information furnished by them is wrong, the PG is liable to be forfeited and fresh contract will be entered into at their risk and cost.
08	Non compliance with any of the conditions set forth there in above is liable to result in the tender being rejected
09	The rate quoted is to hold good for acceptance by the Railway Administration for 180 days from the date of opening of tender after which the rate is to be confirmed by both the parties before ratifying the contract. The tender submitted will not be revoked or cancelled within the aforesaid period of 45 days. If a tenderer withdrawing his offer during or before the contract period will not be allowed to submit tenders for works in the Stores Department of South East Central Railway, for a period of Two years from the date of revocation.
10	Tenderer (s) shall quote his/their rates as Rs./Unit. The quantities shown in the tender document are given as a guide and are approximate only and are subject to variation according to the needs of the Railway.
11	Rate quoted shall be inclusive of road tax, permit or any other taxes livable by the state/central Govt./local government/semi government agencies during the currency of the contract. Recovery of Income Tax surcharge thereon and any other taxes as admissible as per rule will be deducted from the firm's bill.
12	Performance Guarantee: From the successful tenderer @ 5% of offered bid value/As per GCC Service -2 018 for Indian Railways/As per PCMM-SECR Guidelines/As per latest Railway Board Guidelines.
13	Variation in quantities specified in the contracts (As per Srl. No. 9(A) of MSOP-2018 Works Matter). (9A) Increase in quantities specified in the Contract. The procedure detailed below shall be adopted for dealing with variation in quantities during execution of service contracts. The contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
14	If the tender is accepted the tenderer should start execution of the contract within GeM contract start date. If firm fails to start the work within stipulated period, then penalty @ Rs. 500/- per day for each location shall be recovered for delay in start the work. The maximum penalty for delay in start of contract/any other penalty shall be 10% of contract value of particular location.
15	In cases, where performance or/and quality of services is/are found to be dissatisfactory, Dy.CMM(S)/GSD/R or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.
16	The Dy.Chief Material Manager/SEC Railway/GSD/Raipur reserves to himself the right at any time after acceptance of a tender to keep back from the contractor and carry out in other ways or by other agency for any portion of the work that he may think suitable without giving any notice or reason.
17	Illegal Gratification: (i) Any bribe, commission, gift or advantage giving, promised or offered by or on behalf to the contractor or his partner, agent, or servant or, anyone on his behalf to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway. (ii) The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payment for the work done up to the date of rescission.

18	Employment/partnership etc. of Retired Railway Employees:- (a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted Officer working before his retirement and whether in the executive or administrative capacity or whether holding a pensionable post or not in the Engineering Department of any of the Railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tender have in his employment any retired engineer or retired Gazetted Officer as aforesaid the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such engineer or officer had not retired from Government Service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract or if the contractor be a partnership firm or an incorporated company to become a partner or Director as the case may be, or to take the employment under the contractor has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted officer is so associated with the tenderer, as the case may be, shall be rejected. (b) Should a tenderer or contractor being an individual on the list of approved contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the share holders employed in gazetted capacity in the Mechanical Engineering/Stores Department of the South East Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision of the General Conditions of Contract services-2018.
19	Partnership deeds, Power of Attorney etc.:- The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm if these documents are not enclosed along with tender documents the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
20	The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage a power of attorney duly stamped and authenticated by a notary Public or by magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No claim Certificate: and refer all or any disputes to arbitration.
21	Payment of wages to labourers by Bank Accounts:-The contractor must be liable to pay the wages to the labourers employed by him by crediting the salaries to their Bank account of the concerned/deployed workers for this work as per prevailing wage rate prescribed by the Commissioner of Labour, Chhattisgarh. The contractor is must required to ensure contribution to EPF and ESIC for the engaged labourers for this work. The contractor should submit the documentary evidence of Wage /EPF/ESI of staff deployed for the tender work along with their monthly bill. Contractor should follow rules of relevant labour clause.
22	The firm as an Employer should compulsory registered with EPF & ESI authority. If firm is not registered, then it is compulsorily to register within 30 days from the date of LOA/GEM contract.
23	Contractor shall provide PPEs (Personal protective equipments) to his labour engaged for the work at the own cost.
24	The firm shall depute their Operator, duly authorized, to operate and to sign the operation register.
25	Any damage/Loss to the equipment and injury to the operator will be borne by the firm.

26	The Railway Administration can draft contractor equipment for accidents or natural calamities that involve human lives.
27	BILL PASSING AUTHORITY Bill forwarding authority :- Respective Consignee Bill passing authority :- Gazetted officer of GSD/R depot. Bill paying authority :- Dy.FA&CAO/WRS/Raipur
28	Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer(s) in his/their entries must be attested by him/them. Tenders containing unattested erasures and /or corrections of the tender documents are liable to be rejected.
29	The contractor should follow the Ministry of Labour and Employment regarding Labour Codes Notification Dt.21/11/2025. The contractor should follow the Ministry of Labour and Employment regarding Variable Dearness Allowance (VDA) for contract workers engaged in various employment/activities Notification Dt. 01/04/2026 and also latest if any. The contractor should follow the Ministry of Labour and Employment regarding Labour Codes Law provisions for Employees and Contract Labour in all units under Ministry of Railways Notification Dt. 11/05/2026.
30	The successful tenderer/tenderers shall be required to execute an agreement with the President of India acting through the Dy.Chief Material Manager of General Stores Depot of South East Central Railway, Raipur for carrying out the work according to the General Conditions of Contract for Services-2018 and Scope for works and materials as given in the specification and the agreement to be executed will be in the form specified by Dy.Chief Material Manager, S.E.C. Railway, Raipur for the purpose. The provision contained in the tender papers shall form part of the contract. In any respect about which any of the Provision in the said agreement form cannot be reconciled to any of the provision in the tender papers, the latter shall prevail. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a Firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender cancelled.
31	The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person or persons, nor shall the contractor take any partners without the prior written consent of controller of the concerned department.
32	PVC is not applicable to the tender.
33	For charging of battery electrical supply socket point will be provided in the Railway premises but the consumed electrical units charges, meter charges and other charges etc., if any to be bear by the firm/contractor. Installed Electrical Meter Rent to be borne by the firm/contractor.

4. Buyer Added Bid Specific SLA

File Attachment [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.

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 कार्यवाई 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---