

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                       |                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                | 28-09-2026 09:00:00                                                            |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                               | 29-09-2026 09:00:00                                                            |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)                                                   | 60 (Days)                                                                      |
| मंत्रालय/राज्य का नाम/Ministry/State Name                                                                                   | Ministry Of Railways                                                           |
| विभाग का नाम/Department Name                                                                                                | Indian Railways                                                                |
| संगठन का नाम/Organisation Name                                                                                              | North East Frontier Railway                                                    |
| कार्यालय का नाम/Office Name                                                                                                 | North East Frontier Railway                                                    |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal                                                       | HOD Email id :ranjitsethi.1970@gov.in<br>Buyer Email id: priyawart.0201@gov.in |
| वस्तु श्रेणी /Item Category                                                                                                 | Operation And Maintenance Of Lifts (Elevators) - Complete System               |
| अनुबंध अवधि /Contract Period                                                                                                | 5 Year(s)                                                                      |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)              | 2 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,Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                                                                                                             |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                | 1                                                                                                                                                                                                                                                                                                                                  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 3                                                                                                                                                                                                                                                                                                                                  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 2                                                                                                                                                                                                                                                                                                                                  |
| 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)                                                                                                             | 555385                                                                                                                                                                                                                                                                                                                             |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                                                                                                                        |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                                                                                                                                                                                 |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                | No                                                                                                                                                                                                                                                                                                                                 |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 11100               |

#### ईपीबीजी विवरण /ePBG Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
|-----------------------------|---------------------|

|                                                                    |      |
|--------------------------------------------------------------------|------|
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 3.00 |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 62   |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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&CAO/NFR/MLG

FA&CAO/NFR/MLG North East Frontier Railway, Indian Railways

(Fa And Cao)

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  |
| 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 upload scope of work:**[1789629202.pdf](#)

**List, quantity, type, specifications and other details of Machines/Product:**[1789629245.pdf](#)

**List of consumable/Material or spare parts as applicable:**[1789629279.pdf](#)

**Operation And Maintenance Of Lifts (Elevators) - Complete System ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification                                              | मूल्य/ Values                                                               |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>कोर / Core</b>                                                 |                                                                             |
| Operation And Maintenance Service Is Required For                 | Complete System                                                             |
| Type of Annual Maintenance Service Provider required              | OEM , OEM Authorised Service Provider (ASP)                                 |
| Status/condition of equipment/machine/system (At the time of bid) | Under AMC and functional                                                    |
| Cost of consumable/Material                                       | Consumables to be provided by service provider (inclusive in contract cost) |

| विवरण/ Specification | मूल्य/ Values                                                                                                                                  |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost of spare parts  | Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only) |
| एडऑन /Addon(s)       |                                                                                                                                                |

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | प्रेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                                                                                                           | संसाधनों की मात्रा<br>/<br>Quantity(Please select 1<br>in case<br>operation<br>and<br>maintenance<br>service is<br>required for<br>complete<br>system,<br>otherwise<br>mention<br>actual<br>quantity for<br>each line<br>item) | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement                                                                                                           |
|-------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                 | Priyawart Paswan                                               | 782447,Divisional Railway<br>Manager office building<br>,Lumding Division, Dist Hojai,<br>P.O Lumding Pin code 782447 | 1                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Number of months for which Operations &amp; Maintenance service is required during contract period : 60</li> </ul> |

#### 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. 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.

### 3. 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.

### 4. Service & Support

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

### 5. Certificates

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

### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

FA&CAO/NFR/MLG  
payable at  
Lumding

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 7. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

FA&CAO/NFR/MLG

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

### 8. 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.

### 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Name of work:-** Comprehensive All-Inclusive Maintenance Contract (CAMC) for One (01) Nos. of Lift of Johnson make (Job No. L-L1392) installed at Platform No. 01, at Guwahati Railway Station for a period of Five (05) Years.

1. OEM (Johnson lifts ) or authorised dealer of OEM: The tenderer must be an original equipment manufacturer OEM or authorised dealer/representative of the OEM or passenger elevator/lifts. In case of an authorised dealer, a valid authorisation is t

- o be submitted along with the offer.
2. Service centre: After issue of contract order, the contractor will set up their local service centre at a suitable location at Guwahati, along with trained technicians fully equipped with maintenance spares, tools & instruments required for prompt attention to the service requests of lifts/escalators received from railway authorities.
  3. **Special Maintenance Instructions (SMI) for Lift/Elevator** issued by RDSO vide letter No. **RDSO-EEMOLKO(SPEC)/1/2024**, i.e. **SMI No. RDSO/PS/SMI/0056-2026 (Rev 00)**. All maintenance activities (Daily, Monthly, Six-Monthly/Half-Yearly, and Yearly checklists as prescribed therein) shall be carried out strictly as per the format, periodicity, and parameters specified in the said SMI. Duly filled and signed checklists (jointly by Contractor's representative and Railway representative) shall be maintained as maintenance records and produced for verification as and when required.
  4. **Penalty Clauses for Lift/Escalator Tenders** issued by O/o PCEE, NFR vide letter No. **EL/W/29/0/1457 dated 14.08.2024**. The Contractor shall be liable for penalty/deduction as per Table-A (for delay in rectification of defects causing failure/breakdown, including warranty failures) and Table-B (for delay beyond allowed shutdown time for scheduled check/overhauling) contained therein. Deductions shall be made from the CAMC bills of the Contractor as per the rates and conditions specified in the said letter.
  5. Non-compliance with the above SMI and/or penalty provisions shall be treated as a breach of contract, and the Railway reserves the right to take appropriate action as deemed fit, including imposition of penalty, in addition to any other remedy available under the contract.
  6. The detailed technical points of the CAMC to be submitted along with the offer.

### **Penalty Clauses for Lift/Escalator Tenders**

*Extracted Conditions — O/o PCEE, NFR, Maligaon | Letter No. EL/W/29/0/1457, dated 14/08/2024*

**Reference:** In continuation of office letter of even number dated 31.07.2024, on the subject "Similar nature of work, eligibility criteria, additional clauses, Special Conditions of Contracts, specifications for Lift/Escalator tenders and SCC for the tenders especially where CAMCs are to be executed by OEMs."

**Purpose:** The following penalty clauses, along with Appendix-A, are issued with the approval of PCEE for incorporation in Lift/Escalator tenders with immediate effect.

#### **(a) Penalty for Delay in Rectification of Defects Causing Failure/Breakdown**

The Contractor shall maintain the Lifts/Escalators, along with all associated equipment/apparatus/machines, in perfect working condition on any day during the tenure of the entire CAMC period (except during periods of programmed shutdowns). If any Lift/Escalator is out of order or non-functional, it shall be attended to within 24 hours from the time of reporting the failure by the Railway to the Contractor. Penalty, as applicable, shall be imposed as per Table-A below.

#### **Table-A**

| Para | Downtime                                                   | Penalty                                                                                                                                                                                                                       |
|------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0  | For Lift/Escalator Upto 24 (twenty-four) hours             | No deduction                                                                                                                                                                                                                  |
| 2.0  | For Lift/Escalator Period exceeding 24 (twenty-four) hours | For each 24 hours or part thereof in excess of 24 hours as indicated in Para-1.0 above, deductions will be made at the rate equivalent to 0.1% (Zero decimal one percent) of the yearly CAMC rate of lift/escalator per unit. |

**Note:**

1. Downtime will be counted from the time of reporting failure by Railway to the Contractor.
2. Above Table-A shall be applicable for each incident of failure/breakdown.
3. For warranty failure also, downtime will be considered as indicated in Table-A above and deductions (as penalty) will be made at the rate equivalent to 0.1% (Zero decimal one percent) of the first year CAMC rate per unit.

**(b) Penalty Beyond the Allowed Shutdown Time for Scheduled Check/Overhauling**

**Table-B**

| SN  | Schedule Check/Overhauling                                               | Shutdown Time Allowed       | Penalty Beyond the Allowed Shutdown Time                                                                                                                        |
|-----|--------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0 | For Lift/Escalator Monthly check, $\pm 3$ days (incl. all safety checks) | Upto 24 (twenty-four) hours | For each 24 hours or part thereof in excess of allowed shutdown time of 24 hours, deductions will be made at the same rate as indicated in Para-2.0 of Table-A. |
| 2.1 | For Lift Annual overhauling, $\pm 15$ days                               | Upto 48 (forty-eight) hours | For each 24 hours or part thereof in excess of allowed shutdown time of 48 hours, deductions will be made at the same rate as indicated in Para-2.0 of Table-A. |
| 2.2 | For Escalator Annual overhauling, $\pm 15$ days                          | Upto 72 (seventy-two) hours | For each 24 hours or part thereof in excess of allowed shutdown time of 72 hours, deductions will be made at the same rate as indicated in Para-2.0 of Table-A. |

**Note (applicable for both Table-A and Table-B):**

1. Each part of 24 hours shall be counted as 24 hours.

2. Deductions (as penalty) shall be made from the CAMC bills of the Contractor.

Further, at the time of floating the Lift/Escalator tenders, rate(s) of the component(s) which are prone to external damage (i.e. out of warranty failure) may be indicated by the tenderers along with their offer, as per the format of Appendix-A below.

**Appendix-A: List of Components Prone to External Damage (i.e. Out of Warranty Failure)**

| SN       | Description       | Unit | Rate per Unit (in Rs.) |
|----------|-------------------|------|------------------------|
| <b>A</b> | <b>LIFTS</b>      |      |                        |
|          |                   |      |                        |
|          |                   |      |                        |
| <b>B</b> | <b>ESCALATORS</b> |      |                        |
|          |                   |      |                        |
|          |                   |      |                        |

**SERVICE LEVEL AGREEMENT**

**GENERAL REQUIREMENTS:**

1. The work to be governed by this contract shall cover maintenance of JOHNSON make lift as detailed in the scope of Work of tender documents.
2. The tenderer have to submit the experience certificate of any AMC/CMC/Repair/Supply of any passenger lifts/Service lifts.
3. All the materials and workmanship shall strictly conform to the provision of this specification primarily and to the related Indian Standard Specification and code of practice mentioned in the specifications or as applicable relevant standards.
4. All the materials brought to site for use on this work shall be new of the best quality of approved makes / manufacturers as per list of approved makes of equipment / materials and conforming to the relevant BIS specifications.
5. The rates quoted for the relevant items of work shall include the cost of materials and equipment, their accessories, fixing labour, together with the cost of providing the necessary tools and tackles etc., so as to ensure that the CAMC work carried out is to the entire satisfaction of the Engineer-in-charge.
6. Any deviation from the specifications shall be clearly brought in to the offer notice along with the reasons for such deviations. If, no such deviations are brought out in the offer, it will be deemed that the tenderer has fully understood the requirements of the tender and no extra cost will be paid under any circumstances for carrying out the CAMC under this tender in accordance with the interpretations of the Engineer-in-charge.

7. The rates quoted shall also include the cost of any civil works connected with the relevant items of works and other minor works which is not specifically mentioned but is essential to ensure proper functioning and 100% serviceability of the lift.
8. The rates quoted shall also provide for handing over the necessary completion drawings together with the test reports if required. Test results of commissioning tests carried out by the contractor if any, in accordance with BIS before the installation is handed over to the Railways.
9. The contractor is bound by the opinion of the Engineer-in-charge in accepting whether the work is carried out in accordance with the provisions of these specifications or not and shall take steps to rectify or replace such parts of the materials and installations as in the opinion of the Engineer-in-charge which are unsatisfactory in relation to this specifications.
10. ELECTRICAL SAFETY: The work is to be done in compliance with the National Electrical Code – 2011 or the latest issued by BIS. All the wiring work should be carried out in the presence of Rly Engineer at site and in accordance with the Indian Electricity Act 1910 & with IE rules 1956 amended upto date. During wiring, colour code of cables/conductors as per IE Rules 1956 amended up to date, shall be strictly followed.
11. The work done to comply with the provision of CEA (Measures relating to safety and electric supply) regulation 2010. Only items confirming relevant BIS to be used if issued by BIS in compliance of CEA (Measures relating to safety and electric supply) regulation 2010. In case, no specification is mentioned then the contractor is restricted to use the material in conformity with BIS in vogue. In such case contractor is to obtain approval of tender issue authority or Sr.DEE in advance.
12. Contractor is advised to train / council or use only trained workers having the competency to work in the LV system and are aware of electrical safety.
13. The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, contribution towards EPF. Gratuity Act and other regulations framed by the Govt. and revised from time to time. Railway will not be responsible for any violation of the act of regulation by the contractor.

#### 10. **Buyer Added Bid Specific ATC**

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

### अस्वीकरण/**Disclaimer**

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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---**