बिड संख्या/Bid Number: GEM/2026/B/8200093
दिनांक /Dated: 26-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	North Central Railway
कार्यालय का नाम/Office Name	Ncr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dcmmm@ncr.railnet.gov.in Buyer Email id: vivek.mishra04@gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Provision of assisting team in support of S&T staff for maintenance activities of S&T outdoor gears at BMZ, SMV, JPO, KQS, SBI, BIB, & SEX Stations of Jhansi division for a period of one year
समान श्रेणी/Similar Category	• Manpower Outsourcing Services - Minimum wage
अनुबंध अवधि /Contract Period	1 Year(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)	75 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),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	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	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	5015399
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	100307

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).	14

(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 :

Sr.DFM/NCR/JHS
DRM Campus Building Station Road Jhansi 284003
(Sr.dfm/ncr/jhs)

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

Introduction about the project /services being proposed for procurement using custom bid functionality:1792994640.pdf

Instruction To Bidder:1792994660.pdf

Pre Qualification Criteria (PQC) etc if any required:1792994756.pdf

Scope of Work:1792994763.pdf

Penalties:1792994765.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1792994771.pdf

Project Experience and Qualifying Criteria Requirement:1792994777.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:1792994784.pdf

GEM Availability Report (GAR):1792994807.pdf

Any other Documents As per Specific Requirement of Buyer -1:1792994815.pdf

Any other Documents As per Specific Requirement of Buyer -2:1792994819.pdf

Payment Terms:1792995297.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1792995422.pdf

Custom Bid For Services - Provision Of Assisting Team In Support Of S&T Staff For Maintenance Activities Of S&T Outdoor Gears At BMZ, SMV, JPO, KQS, SBI, BIB, & SEX Stations Of Jhansi Division For A Period Of One Year (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Provision of assisting team in support of S&T staff for maintenance activities of S&T outdoor gears at BMZ, SMV, JPO, KQS, SBI, BIB, & SEX Stations of Jhansi division for a period of one year
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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	Sudhir Kant	474002,Sr.Section Engineer Signal, Near Loco, Tansen Road Gwalior	Project / Lumpsum Based	N/A

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. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Sr.DFM/NCR/JHS
A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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

   File Attachment Click here to view the file.

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

   Text Clause(s)

   Provision of assisting team in support of S&T staff for maintenance activities of S&T outdoor gears at BMZ, SMV, JPO, KQS, SBI, BIB, & SEX Stations of Jhansi division for a period of one year.

SPECIAL CONDITIONS OF WORK (ATC)

1. **Scope of Work:** The contractor shall provide one skilled and one semi-skilled person at each of the following stations under ADSTE/LAR, Jhansi Division: NLRT, BRRI, LPGCL, UDPR and TKMG, for a period of 12 months, as per the approved scope of work and schedule of rates.
2. **Deployment of Manpower:** The contractor shall deploy a total of 05 skilled and 05 semi-skilled person, subject to the approved tender schedule. The personnel shall remain available at their respective stations and shall perform duties as directed by the authorized Railway representative.
3. **Qualification and Experience:** Skilled personnel shall possess ITI/Diploma or other relevant technical qualifications in the appropriate trade, as specified in the tender. Semi-skilled personnel shall possess the minimum educational qualification specified in the tender and shall be capable of assisting skilled personnel in maintenance activities.
4. **Maintenance Activities:** The deployed team shall assist Railway S&T staff in maintenance, upkeep and failure attention of Point Machines, Track Circuits, Signals, Axle Counters, cables, batteries, chargers, transformers, location boxes and other S&T equipment, as directed by the authorized Railway representative.
5. **Safety Precautions:** All work shall be carried out under the supervision and authorization of Railway officials. The contractor's personnel shall strictly follow applicable Railway safety rules, instructions and precautions while working near railway tracks, points, signals and other operational installations. No safety-critical operation shall be undertaken independently by the contractor's personnel.
6. **Tools and Equipment:** The contractor shall arrange, at its own cost, the necessary tools, tackles, personal protective equipment (PPE), uniforms and other items required for the work, except materials specifically agreed to be supplied by the Railway under the contract.
7. **Communication Facility:** The contractor shall provide each team with a functioning mobile phone and ensure effective communication with the concerned SSE/JE/S&T staff and the authorized Railway representative. Contact details of deployed personnel shall be furnished before commencement of work.
8. **Attendance and Supervision:** The contractor shall maintain daily attendance and station-wise deployment records. These records shall be verified by the authorized Railway representative before certification of the monthly service performance and processing of bills.
9. **Replacement of Personnel:** In case of absence, resignation, leave or unsatisfactory performance of any deployed person, the contractor shall arrange a suitable replacement within the period prescribed in the contract. Any applicable penalty for non-deployment or delayed replacement shall be imposed as per the approved GeM contract/SLA.
10. **Minimum Wages and Statutory Payments:** The contractor shall pay wages not less than

the applicable minimum wages notified by the competent Government authority. EPF, ESI, bonus, leave wages and other statutory benefits shall be paid wherever applicable. Documentary proof of wage payment and statutory remittances shall be submitted as required by the contract.

11. **Bank Payment of Wages:** Wages shall be paid directly into the bank accounts of the deployed personnel through the prescribed banking channel.
12. **Weekly Rest and Leave Relief:** The contractor shall make its own arrangements for weekly rest, leave and other absences in accordance with applicable labour laws and the approved manpower requirement. No additional payment shall be admissible for such arrangements unless specifically provided in the contract.
13. **Identity Cards and Verification:** Before deployment, the contractor shall submit the list of personnel along with identity proof, address proof, qualification certificates and medical fitness documents, as required under the contract. Police verification shall be furnished wherever stipulated. All personnel shall carry valid contractor-issued identity cards while on Railway premises.
14. **Uniform and Discipline:** The contractor shall ensure that all deployed personnel wear the prescribed uniform and identity badge, maintain proper discipline and comply with the instructions of authorized Railway officials. Any personnel found unsuitable, negligent or guilty of misconduct shall be replaced as per the contract conditions.
15. **Emergency Duties:** In the event of an S&T failure or emergency, the team shall assist Railway staff at the locations specified by the competent authority, subject to the scope of work and applicable safety procedures. Any movement beyond the specified stations shall be governed by the contract provisions and instructions of the competent authority.
16. **Transportation and Accommodation:** The contractor shall make its own arrangements for transportation, accommodation, food and other facilities for its personnel. No free transport, accommodation or other personal facilities shall be provided by the Railway unless specifically provided in the contract.
17. **Protection of Railway Property:** The contractor shall be responsible for loss or damage to Railway property attributable to the negligence or misconduct of its personnel, subject to assessment and recovery in accordance with the applicable contract conditions and rules.
18. **Labour Law Compliance:** The contractor shall comply with the applicable labour laws, statutory registrations, working-hour requirements, weekly rest provisions and other statutory obligations. The contractor shall be responsible for its employees and for maintaining all prescribed employment and wage records.
19. **No Employer-Employee Relationship:** The personnel deployed by the contractor shall remain employees of the contractor. Their deployment shall not create any employer-employee relationship with Indian Railways or confer any right to regular employment or absorption in Railway service.
20. **Subletting:** The contractor shall not assign or sublet the contract, wholly or partly, without prior written permission wherever required under the applicable GCC and contract conditions.
21. **Inspection and Performance Monitoring:** The Railway administration may inspect attendance, deployment, tools, safety compliance and the quality of assistance provided by the contractor's personnel. Deficiencies shall be rectified within the time stipulated by the authorized Railway representative.
22. **Payment of Bills:** Payment shall be made in accordance with the GeM contract terms against satisfactory performance, certification by the authorized Railway representative and submission of prescribed bills, attendance records, wage-payment proof and applicable statutory compliance documents.
23. **Penalty for Deficiency:** Penalties and recoveries for non-deployment, unauthorized absence, delayed replacement, unsatisfactory performance or other contractual deficiencies shall be governed by the applicable GeM SLA, GCC and approved tender conditions.
24. **Applicable Conditions:** These Special Conditions shall be read together with the approved GeM bid, scope of work, GCC for Services, applicable SLA and relevant Railway instructions. In case of inconsistency, the applicable contractual provisions and prevailing Railway/GeM rules shall govern.

7. **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.

8. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

9. **Buyer Added Bid Specific SLA**

   File Attachment Click here to view the file.

10. **Buyer Added Bid Specific SLA**

    Text Clause(s)

ELIGIBILITY CRITERIA AND ADDITIONAL TERMS & CONDITIONS

The following eligibility criteria and conditions shall be applicable for technical evaluation of the bi d for the work Provision of assisting team in support of S&T staff for maintenance activities of S&T outdoor gears at BMZ, SMV, JPO, KQS, SBI, BIB, & SEX Stations of Jhansi division for a period of one year (7 station)

A. SPECIAL ELIGIBILITY CRITERIA

1. Financial Turnover

The bidder shall have an average annual financial turnover of not less than 150% of the advertised tender value, as prescribed under GCC for Services, 2018, Para 2.6.1.2, subject to the applicable t ender provisions. The turnover shall be supported by audited financial statements and a certificat e issued by a Chartered Accountant (CA), duly indicating the membership number and UDIN, wher ever applicable.

2. Past Experience of Similar Services

As per GCC for Services, 2018, Para 2.6.1.1, and the applicable GeM bid conditions, the bidder sha ll have successfully completed similar services during the current financial year and the preceding three financial years ending in March prior to the bid opening date. The required experience shall be fulfilled by any one of the following:

i. Three similar completed services, each costing not less than 40% of the advertised tender value ; or

ii. Two similar completed services, each costing not less than 50% of the advertised tender value; or

iii. One similar completed service costing not less than 80% of the advertised tender value.

The bidder shall upload valid work orders/contracts along with completion certificates issued by th e competent authority/client. The documents must clearly indicate the nature of work, contract val ue, period of execution and successful completion of the work.

3. Earnest Money Deposit (EMD)

As per Service GCC, Clause 3.3, Para 3.3.1, and the applicable GeM bid conditions, the bidder shall submit EMD at the rate of 2% of the advertised tender value, wherever stipulated in the bid. Exemption, if any, shall be allowed strictly in accordance with the applicable GeM provisions and R ailway instructions. The bidder claiming exemption shall upload valid supporting documents establ ishing eligibility for the exemption.

4. Definition of Similar Nature of Work

Similar nature of work shall mean maintenance support services involving maintenance of S&T out door gears and equipment, including but not limited to Signal gears, Point Machines, Track Circuit s, Axle Counters and other related S&T equipment.

The definition of similar nature of work shall be governed by Dy. CSTE/P&D-I/NCR letter No. NCR/S&T/4019/Works/Similar Nature of Work/Part-4 dated 15.10.2024. The bidder shall submi t experience certificates clearly establishing execution of work of the specified similar nature. Exp erience certificates relating to unrelated services shall not be considered.

5. Declaration Regarding Blacklisting/Debarment

The bidder shall submit a duly signed and dated declaration regarding blacklisting, debarment or banning by any Government Department, Public Sector Undertaking, Indian Railways or other com petent authority, as required by the bid conditions.

The declaration shall bear the name of the bidder/authorized signatory and, wherever required, th e GeM Bid Number. Any false declaration or suppression of material facts shall be dealt with as per applicable rules and contract conditions.

6. Acceptance of ATC and Special Conditions

The bidder shall upload the duly signed and dated acceptance of all applicable Additional Terms a nd Conditions (ATC), scope of work, technical requirements and Special Conditions of Contract.

The acceptance shall clearly identify the relevant GeM Bid Number and shall be signed by the prop rietor, partner or duly authorized signatory. All documents specifically required to be signed or acc epted under the bid shall be submitted accordingly.

7. Legal Status and Constitution of the Firm

The bidder shall clearly specify its legal status, such as Proprietorship, Partnership Firm, Limited Li ability Partnership (LLP), Company or other legally recognized entity, and upload the relevant regi stration/incorporation documents.

In the case of a partnership firm, the bidder shall submit the partnership deed, registration certific ate wherever applicable, details of partners and authorization of the signatory. Documents shall b e duly authenticated/notarized wherever legally required or specifically stipulated in the bid.

In the case of a company or LLP, the relevant incorporation certificate and authorization of the per son signing the bid shall be submitted.

8. Registration and Statutory Documents

The bidder shall submit applicable registrations and certificates, including PAN, GST registration, E PF and ESI registration, and labour licence/registration wherever required under applicable law and the nature of the contract.

Where a particular registration or licence is not applicable at the bidding stage, the bidder shall fur nish an appropriate declaration, subject to the applicable legal requirements and bid conditions.

B. ADDITIONAL ELIGIBILITY AND CONTRACT CONDITIONS

10. Compliance with Labour Laws and Statutory Obligations

The successful bidder shall comply with GCC for Services, 2018, Para 6.2, and all applicable labour laws, rules and statutory provisions in force, including the applicable provisions relating to:

i. Payment of minimum wages and timely payment of wages.

ii. Employees' Provident Fund (EPF) and Employees' State Insurance (ESI), wherever applicable.

iii. Working hours, weekly rest, overtime and other applicable employment conditions.

v. Maintenance of wage registers, attendance records, employment records and other statutory re gisters.

vi. Compliance with applicable provisions of the labour codes and the corresponding existing enact ments/rules to the extent in force.

The successful bidder shall submit the prescribed proof of statutory compliance along with the rele vant bills/invoices or whenever demanded by the Railway administration.

11. Minimum Wages and Price Quotation

The bidder shall quote its rates after duly considering the applicable minimum wages, statutory co ntributions, leave benefits, bonus wherever payable, and all other applicable statutory liabilities. or other established contractual defaults.

12. Penalty for Deficiency in Service

In the event of non-deployment of required manpower, unauthorized absence, unsatisfactory perf ormance, failure to comply with safety instructions or other deficiencies, penalties/recoveries shall be imposed strictly in accordance with the applicable Service GCC, GeM contract, Service Level Ag reement (SLA) and the penalty provisions specified in the bid.

C. MANDATORY DOCUMENTS FOR TECHNICAL EVALUATION

The bidder shall upload the following documents, as applicable to the bidder and specifically requi red under the bid:

1. Audited financial statements and CA-certified turnover certificate.
2. Work orders/contracts and completion certificates for similar services.

3. EMD proof or valid exemption documents, as applicable.
4. Signed declaration regarding blacklisting/debarment.
5. Signed and dated acceptance of ATC and Special Conditions.
6. Proof of legal status and constitution of the firm.
7. PAN and GST registration documents, as applicable.
8. EPF/ESI registration and applicable labour licence/registration documents, or the prescribed declaration where legally permissible.
9. Any other document specifically required under the GeM bid and applicable Railway instructions.

Note: The above documents shall be examined during technical evaluation. Non-submission of an essential document or failure to meet a mandatory eligibility criterion may result in rejection of the bid, subject to the applicable GeM provisions and tender conditions. Clarifications or additional documents shall be sought only where permitted under the applicable rules.

The above conditions shall be read in conjunction with the applicable GeM General Terms and Conditions, Service-specific Terms and Conditions, Service GCC, SLA and the approved scope of work. In the event of any inconsistency, the applicable contractual provisions and prevailing Railway/GeM instructions shall govern.

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---