



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5122487

Dated/दिनांक : 09-07-2024

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-08-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-08-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Indian Railways
Organisation Name/संगठन का नाम	South Western Railway
Office Name/कार्यालय का नाम	South Western Railway
Total Quantity/कुल मात्रा	612795
Item Category/मद केटेगरी	Handloom Cotton Bed Sheets (V2) as per IS 745 (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch

Bid Details/बिड विवरण	
Name of the Empanelled Inspection Agency/ Authority	RITES
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2000000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।

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

#### Beneficiary/लाभार्थी :

PFA/SWR/HUBBALLI  
OFFICE OF THE PCMM, 1ST FLOOR, RAIL SOUDHA, GADAG RAOD, HUBBALLI, SOUTH WESTERN RAILWAY,  
KARNATAKA - 580 020  
(Pfa/swr/hubballi)

#### Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	Details as per ATC

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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.

3. 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.

#### **4. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

## **Handloom Cotton Bed Sheets (V2) As Per IS 745 ( 612795 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	<b>Technical Specification of the Product</b>	Handloom Cotton Bed Sheets as per BIS Specification No. IS 745:2021 (Latest)
	<b>Variety as per BIS specification (Mass in gram per square meter)</b>	Variety No - 12 (140 g)
Certification	BIS Certification	Yes, No Or higher
Size	<b>Size (Length x Width) (cm x cm)</b>	229 x 140
Logo/Totem Marking	<b>Logo/ Totem Marking</b>	Size, Design, Type and Location of Logo(s) as per buyer's requirement
	<b>Screen Printed Identification Marking (longitudinal Running Strips)</b>	As per buyer's requirement
	<b>Handloom Mark</b>	Yes
Test Reports	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes Or higher
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
Advance Sample	Agree to provide Advance Sample for buyer's approval before commencement of supply (Applicable in case of orders placed against bid and not applicable in case of Direct Buying)	Yes

**Additional Specification Parameters - Handloom Cotton Bed Sheets (V2) As Per IS 745 ( 612795 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Required item description:	Bed Sheet, White, cotton, Handloom Superior Quality, size: Length 229cms x Width 140cms, to Variety No.12 of IS:745/2003 or Latest, with screen printing of 'SOUTH WESTERN RAILWAY, MM/YY' in ENGLISH (14cms x 1cm) & 'DAKSHIN PASCHIM RAILWAY, MM/YY' in HINDI printed alternately along the length of the sheet on both sides at a distance of 30 cms plus or minus 3 cms from each side symmetrically with Indelible ink in Navy Blue Colour with gap of 15cms.

Specification Parameter Name	Bid Requirement (Allowed Values)
Specification:	Variety No.12 of IS:745/2003 or Latest.

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

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में )		
1	Kanhaiya Lal Pandey	570008,O/o Deputy Chief Materials Manager, Mechanical and General Stores Depot, South Western Railway, Ashokapuram, Mysore	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			11820	1	90
2	Mahendra Singh	580020,O/o Dy. Chief Materials Manager South Western Railway General Stores Depot Gadag Road, Hubli 580 020	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			81000	1	90
			61000	100	150
			63916	160	210
3	Bhanu Tudu	560023,Office of the Asst.Materials Manager, Divisional Stores Depot, South Western Railway, Near Binny Mill, Bangalore - 23	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			160000	1	90
			118000	100	150
			117059	160	210

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

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. **Generic**

The seller is required to print logo as per buyer's requirement.

5. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. SPECIAL ELIGIBILITY CRITERIA:** The bidder or its OEM (themselves or through re-seller (s)) should have supplied same or similar item for at least 20% of total bid quantity against orders placed, in any one of the last THREE FINANCIAL YEARS or current financial year up to date of tender closing to any Central/State Govt. Organization/PSU . Copies of relevant contracts and supply documents (proving supply of cumulative order qty in any one financial year) have to be submitted along with bid in support of qty supplied in the relevant financial year. Without complete supporting documents the offer will be summarily rejected.

1.1 Similar item means **Bedsheet handloom** of same specification of the bid but may be of different variety/size/ shade/ colour.

1.2. Procurement will only be made from exclusive supplier from KVIC and/ or Handloom Clusters such as Co-Operative Societies, Self Help Group (SHG) Federations, Joint Liability Group (JLG), Producer Companies (PC), Corporations etc. including Weavers having Pehchan Cards. Offer without documentary evidence will be rejected.

1.3 Authorized dealers/Agents of Manufacturer must submit bid specific authorization failing which the offer shall be summarily ignored without any back reference.

1.4. To establish the supply performance as per above paras, the following documents are required:

(a) Copies of Contract/Purchase order (b) Copies of proof of receipt and acceptance i.e. CRA/C of GeM/R note of stock items/Receipt and acceptance/completion certificate from consignee for non-stock item with date of supply. The onus of a bid meeting the above eligibility criterion will be based on contents of the bid itself without recourse to extrinsic evidence. In case the tenderers do not submit the requisite documents as detailed above along with their

e-offer, the bid will be evaluated on the basis of documents submitted along with bid.

1.5. In case a tenderer participates as an authorized agent, then the performance as required above shall be that of the Principal, authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal but this will not be considered as performance for placing order in case of change of Principal.

1.6. **Handloom mark:** Each piece of the tendered item is to be supplied with handloom marking only. Handloom Mark certificate to be submitted along with bid, the onus to upload the Handloom Mark registration certificate issued by Textile Committee, Ministry of Textile along with the offer shall be on the firm. Offers without Handloom Mark registration certificate will be summarily rejected without making any back reference. No other information in lieu of the Handloom Mark registration certificate will be acceptable.

2.0 Firms are requested to quote as per tendered delivery schedule requirement of Railway. Any large deviation from tendered delivery schedule may lead to Nil/Restricted quantity ordering. The decision of the purchaser regarding deviation and quantity ordering shall be final and binding.

### **3.0 SPLITTING CRITERIA: APPLICABLE**

Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items. Following provisions shall be applicable in all such cases of pre-decided split ordering.

A. The Purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, critically of and lead time of supply of the item, number of established suppliers, their capacity etc.

B. Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc., being same/similar) in the manner detailed in the table below:

Sl. No.	Price difference between L1 & L2	Quantity distribution ratio between L1 & L2
1	Up to 3%	60:40
2	More than 3% and up to 5%	65:35
3	More than 5%	At least 65% on the L1 tenderer. For quantity to be ordered on the L2 tenderer, TC/TAA shall decide

In the phrase differential rates quoted by the tenderer, the quoted rate would mean:

(i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening.

(ii) When price negotiation has been called for, the reference L1 rate for assessment of rate will be the original rate of L1 firm (suitable for bulk quantity) – say firm “A” - as obtained at the time of tender opening.

In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc., of the Railways, regardless of inter-se-ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

#### **4.0 SAMPLE CLAUSE:**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer **for feel, finish and artwork only before bulk manufacturing / starting bulk supplies**. Successful Bidder shall submit **5** samples to **AMM/DSD/SBC/BANGALORE** for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

**5.0 Inspection clause:** Inspection by RITES at manufacturers premises before dispatch.

Irrespective of inspection agency, it is mandated that testing of material shall be conducted at NABL accredited lab and not in the premises of manufacturers or suppliers.

**6.0 Warranty/Guarantee Clause:** The Contractor also guarantees that the said goods would continue to conform to the description and quality for a period of 30 months after their delivery and this warranty shall survive notwithstanding the fact that the goods may have been inspected, accepted and payment therefore made by the Purchaser. If a longer/shorter period of warranty/guarantee is specified in the specification same shall be applicable instead of period specified in this clause.

**7.0 Forms of EMD &SD :** Bidders can submit the EMD in the form of Bankers Cheque/DD/ Bank Guarantee in favor of **PFA/SWR/HUBBALLI** payable at **HUBBALLI** or online mode as per GeM GTC. Bidder has to upload scanned copy/proof of the EMD along with bid and has to ensure delivery of hardcopy to the Buyer address: Dy.CMM/G, office of the PCMM, 1st Floor, New Zonal HQ, Rail Soudha, Gadag Road, Hubli - 580 020 within 5 days of Bid end date/Bid closing date.

Security Deposit/Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM as per GeM GTC.

**8.0** Bidders violating the Code of Integrity in general and conflict of interest and anticompetitive practices will be dealt as per relevant clause under IRS Terms and Condition of Contract. If two or more bidders are found to be sister concerns or affiliates (having common partner / director/promoter/owner/ holding company decision control etc.) the offers of all such sister concerns will be summarily to be rejected as per relevant provisions of IRS terms and condition.

**9.0 All bidders must comply the Code of Integrity Declaration:** I/We (The bidders) have carefully gone through the IRS conditions of contract (included and uploaded along with the bid document) particularly Para 2500 pertaining to "Code of Integrity, Misdemeanor and Penalties". I/We hereby certify that no other concerns or affiliates (such as having common partner/director/ promoter/ owner/ holding company / management control etc.) have participated in this tender which give rise to a conflict of interest or fall under anti-competitive practices. We understand that the offers of all such related concerns including ours will be summarily rejected as per relevant provisions of IRS terms and conditions. I/We, affirm that we shall abide by the Code of Integrity in general, with specific reference to conflict of interest [Para 2502 (e)], anticompetitive practices [Para 2502 (c)] and obligation to proactive disclosures [Para 2503]. I/We understand that we are fully responsible for the above declaration and it shall not be the Railway's responsibility to verify the same. I/We are aware that we shall be liable for all consequences of violation of Code of Integrity, if detected at any stage. Bidders/OEM must submit the acceptance/compliance of declarations of code of integrity along with the bid.

**10.0 Firm must attach following documents along with any other document(s) required against this bid.**

- 1) Documents in support of MSE registration, failing which preference to MSE policy will not be extended to the bidder.
- 2) Documents as per Make in India Policy, failing which preference to local firms under MII policy will not be extended to bidder.

In case of difference between Additional Tender Conditions (ATC) and General Tender Conditions (GTC), the terms of Additional Tender Conditions (ATC) will prevail.

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

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

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 within 4 days of bid publication on GeM. 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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

**---Thank You/धन्यवाद---**