



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5664026
Dated/दिनांक : 05-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-12-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-12-2024 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	Eastern Railway
Office Name/कार्यालय का नाम	Carriage And Wagon Workshop Liluah
Item Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - Comprehensive Annual Maintenance contract of CCTV surveillance system at C and W Workshop Eastern Railway Liluah; See annexure III and IV; Comprehensive Maintenance Contract (CMC); As mentioned in Scope of ..
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	14 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 4 (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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2638588.4
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	52770

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).	38

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

FA & CAO/E. Rly/KKK
17, Netaji Subhas Rd, Fairley Place, B.B.D. Bagh, Kolkata, West Bengal 700001

(Fa And Cao, Eastern Railway, Kolkata)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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 the Purchase preference 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 service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Rate schedule (Annexure-R) - [1733386421.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Please provide list of spares/parts/replacement for AMC services[1733386448.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1733386461.pdf](#)

Minimum Years (Up To 5 Years) Of Experience in Related Field.Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1733386619.pdf](#)

Product/Equipment Details:[1733386637.pdf](#)

Financial Breakup Required:[1733386703.pdf](#)

Scope of Work:[1733393637.pdf](#)

Geographic Presence In States. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1733399677.pdf](#)

Customized AMC/CMC For Pre-owned Products - Comprehensive Annual Maintenance Contract Of CCTV Surveillance System At C And W Workshop Eastern Railway Liluah; See Annexure III And IV; Comprehensive Maintenance Contract (CMC); As Mentioned In Scope Of .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Product category	Comprehensive Annual Maintenance contract of CCTV surveillance system at C and W Workshop Eastern Railway Liluah
Product Brand	See annexure III and IV
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	As mentioned in Scope of Work
Manpower Required	Yes
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity of product/ equipment	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashwani Kumar	711204,C & W WORKSHOP , PO- HOWRAH , SHIBNATH BANERJEE ROAD	1	<ul style="list-style-type: none">Number of months within the contract period for which service is required : 36

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

1. Generic

OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

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

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

FA & CAO, Eastern Railway, Kolkata
payable at
Kolkata

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.

5. 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, Eastern Railway, Kolkata

. 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

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

File Attachment [Click here to view the file.](#)

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 Added text based ATC clauses

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1. Quotation of Rates:

- i) Rate shall be quoted in the space provided in the schedule of rates of the instant e-tender available in GeM portal only. Offered rate shall be all costs of labours, materials as per contractor's scope, tools, machines, consumables, transport, handling charges and taxes etc. (including GST)

leviable for the instant scope of work by the Government of India, State Governments, Municipal Corporations, Local Bodies or any other authorized bodies.

- ii) Bidder should quote as per rate schedule (Annexure-R) attached herewith. Total bid value will be the summation of the scheduled rate of annexure-R.

2. Performance Guarantee: -

- i) **Performance guarantee at the rate of 5 % of the contractual value shall be deposited by the successful bidder. All other terms and condition will be as per GCC of service 2018 and amended thereof.**
- ii) **The performance guarantee (PG) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claim Certificate" from the contractor.**
- iii) **In case any contractor provides for warranty/maintenance clause then 25% of the PG would be retained till the warranty maintenance period is over and a certificate to that effect is issued by the manager.**

3. Commencement of service: -Successful bidder shall start the work at respective workshop within 7 days, including preparatory work, from the date of issue of L OA. The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) as specified in the contract.

4. Accepted programme:-The contractor shall submit the schedule of delivery of services, they will provide.

5. Compliance to manager's instruction: -Railway authority shall direct the order in which the several components of the services shall be provided and the contractor shall execute without delay all orders given by the Railway authority from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respect.

6. Provision of efficient and competent staff: -

- i) The contractor shall provide efficient, competent and sufficient staff to complete the service in proper and desirable manner and employ such supervisors, workers & labour in or about the execution of any of these services as are careful and skilled. Daily records of such supervisors, workers and labour shall be maintained.
- ii) The contractor shall at once remove from the site any agents, supervisors, workers or labour who shall be objected to by the Railway authority.

7. Terms of Payment: -

- i) **Payment:** Bill will be paid on quarterly basis. The firm will submit bills along with requisite documents to SSE/EDP/LLH. Dy. CME(P)/LLH is the bill passing authority and WAO(IC)/LLH or Dy.CAO(W)/LLH is bill paying authority of this case. The administration will make payment through ECS/NEFT. All other terms and conditions will be as per provision of GCC-2018 of service matter and amended thereof.

8. Shramikkalyan Web Railway Portal:-

Contractor is to abide by and ensure compliance to statutory provisions of applicable Labour Laws and various Labour Legislations, as applicable. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan Portal with requisite details subsequent to issue of Letter of Acceptance. The Competent Railway Authority shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by the Competent Railway Authority, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.

- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA) / Contract Agreements on Shramikkalyan Portal within 15 days of issue of any LOA for approval of concerned Railway Authority and shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by Railway Authority, contractor shall fill the salient details of contract labourers engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan Portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- f) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/ Security Deposit' etc. contractor has to submit a certificate regarding uploading/updation of the correct details of contract labours engaged in connection with the subject contract and payments made during the wage period in Railway's Shramikkalyanportal at "www.shramikkalyan.in dianrailways.gov.in" till....Month.....Year.....

9. Execution of Contract Documents: The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in GCC for service 2018 or amended thereof.

10. Variation, measurement and payment: - Variation will be as per GCC for service 2018 and MSOP 2018 amended thereof.

11. Price Variation Clause (PVC):-PVC is applicable as per GCC service 2018 issued by Railway Board as amended/updated/modified/revised time to time at any point of time

12. Inspection Registers and Records: The Contractor shall maintain accurate records, plans and charts and the Railway representative shall have access to this information at all times. Records of observations made shall be handed over to the Railway representative. The Contractor's representative will maintain the following registers at site.

- a. Site Order Register - The Contractor shall promptly acknowledge orders given therein by Railway representative and shall make all efforts to comply with them. The Contractor shall report to the Railway representative the compliance so that it can be checked.
- b. Labour Register - This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.

13. Penalty:

- i. Penalty shall be levied in case of unsatisfactory performance including delay in providing service by the service provider.
- ii. All breakdown call shall be attended immediately by the service engineer upon communication made by the Railway authority or its representative. If the service provider fails to resolve the breakdown within 12 hrs. from the date and time of reporting, then a penalty amount of Rs 5,000/- per day (i.e. per 24 hrs.) per instance call shall be recovered, irrespective of the no. of defective cameras. If the defect is not resolved satisfactorily within 72 hrs. from the date and time of reporting then, the penalty amount per instance call shall be enhanced from Rs 5,000/- to Rs 10,000/- per day.
Example:- If a call is reported regarding non-functionality of 03 cameras and they are not rectified within 12 hrs. from the date and time of reporting, then a penalty of Rs 5,000/- per day (i.e. per 24 hrs.) shall be levied. Additionally, if there is another call to report non-functionality of 01 display monitor or hard disk or 02 cameras or any other component, apart from the earlier defect of 03 cameras, and it is not rectified within 12 hrs. from the date and time of reporting then a penalty of Rs 5,000/- per day shall be levied in addition to the penalty for the 03 cameras.
- iii. After 10 calendar days, the Railway authority reserves the right to rectify the defective CCTV cameras on its own and deduct the cost of rectification from CAMC charges of the quarter, in addition to the pe

nalties levied.

- iv. If at any point of time, it is found that 25 % of total cameras covered under CCTV surveillance system is non-operational then a penalty of Rs 25,000/- per day shall be levied over and above the penalty mentioned at point (ii) above.
- v. Violation of any other clause in contractual agreement will be penalized for Rs. 1,000.00/- per instance.

14. Dress Code: Dress code of contractor's worker will be as per order of this work shop. Contractor should ensure that before starting of the work.

15. Police Verification of Labourers employed by Contractor:

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. Police verification can now be done through the online portal digitalpolice.gov.in, where police verification reports are generated following the standard procedure by the respective police authority. The format for the same is provided in the Annexure-I X.

16. Scope of Work

A. Name of the Work: -Comprehensive Annual Maintenance contract of CCTV surveillance system at C&W Workshop, Eastern Railway, Liluah.

Items of Scheduled Work	No of cameras to be attended	Contractual period
CAMC of 102 (31 +71) nos. CCTV cameras and its network system alongwith all the associated equipment at C & W Workshop, Liluah	102 (31 + 71) nos.	36 months

B. Scope of Work:

1. The firm shall provide complete maintenance i.e. preventive as well as breakdown maintenance to keep the entire surveillance system in running condition. All components/ spares of the CCTV surveillance system are included in the CAMC and should be covered under the scope of CAMC. All components/ spares of CCTV surveillance system which are covered under CAMC should be available with the firm.
2. The Contractor shall have to make at least 02 (Two) preventive maintenance per month at suitable intervals i.e not less than 10 days and not more than 18 days between 02 consecutive inspections, during normal working hours i.e. 0900 hrs. to 1800 hrs.
3. During preventive maintenance, the following points should be checked and ensured:-
 - (i) Check the recording status of the CCTV cameras. Recording should be available as per the stipulated time period.
 - (ii) Check the video quality of the cameras
 - (iii) Check the fields of vision of CCTV cameras and ensure that the cameras are not obstructed in by any unwanted object.
 - (iv) Check that the cameras are focused towards the proper direction
 - (v) Check the electrical connectivity and network cabling of the system for any loosely hanging wire/cable.
 - (vi) Check that there is no water seepage/ leakage on any equipment.
 - (vii) Check the condition of the UPS for proper functioning.
 - (viii) During preventive maintenance, qualified engineer(s) from the firm will visit with all the necessary tools and equipment to check all the hardware and software & peripheral equipment and

er the scope of CAMC.

- (ix) It should be ensured that all cameras, their peripherals, network equipment and associated systems viz racks, cabling etc. are in proper condition and the vicinity is neat and clean.
4. Sufficient CAMC staff with sufficient spare materials should be available for 24 hrs. on all 365 days in a year, at Liluah Workshop premises or any other suitable location so that they can easily attend any occurrence of failure. They should be in possession of all necessary tools and apparatus to attend the failure immediately.
5. Since most of the CCTV cameras and their racks are exposed to the vagaries of the weather the service engineers will be responsible for checking the entire surveillance system and its network for any discrepancy like loose cabling, camera falling off, rack damaged or tampered etc. on a daily basis. A written report regarding the same shall be sent to the Railway authority every day during working hours by 1100 hrs.
6. Any breakdown call during off working hours should be attended invariably. The breakdown should be attended and rectified within 12 hrs. The mode of reporting of the breakdown shall be either telephone call or Whatsapp msg. or email or letter correspondence. All such breakdown calls shall be invariably recorded and a complaint number generated for the same for future reference.
7. The Contractor, during each preventive maintenance will carry out necessary repairs for the proper functioning of the system. Downtime of the entire CCTV system for the preventive maintenance, if necessary, shall be asked from the Railway authority. Downtime of the entire surveillance system beyond 01 hrs. is not admissible. However, in case of any special circumstances the downtime may be more than 01 hr. with prior permission of Railway authority.
8. If any component or spare is required to be removed and taken outside workshop premises for repairs then, it should be immediately replaced with a similar component to ensure smooth operation of the CCTV system during that period. Repaired component should have Contractor's warranty of at least 12 (twelve) months from the date of installation, post repair.
9. If any component is required to be removed and taken out of the C & W Workshop for repair/ replacement, then the same can be done with prior approval of competent authority and by following proper procedure which includes but not limited to submission of an indemnity bond of appropriate value by the contractor. In all such cases, a joint inspection will be carried out by concerned Railway staff and representative of the contractor, an inspection note shall be prepared clearly mentioning the defect and shall also be signed by both the parties
10. Firm shall keep stock of critical spares and tools so that any downtime of CCTVs is avoided
11. Any part which is rendered beyond repair and requires replacement will be jointly examined by the representative of Railway and Contractor. The contractor will replace the defective spares / component without any delay. The new spare shall have warranty support from the OEM of the equipment for at least 01 (one) year from the date of commissioning. Original tax invoices of all such spares shall be handed over to the Railway representative since they will become property of Railways once installed. Also, the unusable component shall be handed over to the Railway representative immediately.
12. The firm shall possess all testing and monitoring instruments for checking health of CCTV system and its allied equipment. Railway authority is not liable to provide any sort of instruments in this regard.
13. The firm shall arrange for transportation of men and material inside the workshop at its own expense. Railway authority will not be responsible for the same in any manner.
14. All the CAMC staff should be issued with Proper Identity cards (approved by Railways) by the firm and they should have valid gate passes.
15. In case of leave/ absence of any CAMC staff, suitable substitute must be arranged for by the firm.
16. Since the CCTV surveillance system is a matter of security, the working hours should be considered as 24 hrs.
17. Terms and conditions: -

- i. Location of 31 CCTV cameras are mentioned in Annexure-I and for 71 CCTV cameras are mentioned in Annexure-IA. If required location may change.
- ii. Equipment/Asset list of Surveillance system are mentioned in Annexure-III & Annexure-IV which is a tentative . If any items required beyond this list, the firm will arrange accordingly.
- iii. Safety: All safety rules are to be followed by contractor. PPEs (Personal Protective equipment) to be provided by the contractor to their personnel. In case of any accident of any contractual staff due to unsafe practice only contractors will be responsible. The contractor shall take utmost care to ensure that no damage to the railway property takes place due to any act of his workmen, while carrying out the work under this contract. For any damages, contractor shall be responsible.
- iv. Inspection: The quality of work shall be inspected by the consignee i.e. SSE/EDP Centre/LLH.

This tender is govern by GCC-20218 of service matter and MSOP-2018. Tenderer should go through the tender document attached herewith.

9. Buyer Added Bid Specific SLA

File Attachment [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.
15. 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.

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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---