बिड संख्या/Bid Number: GEM/2026/B/8117183

दिनांक /Dated: 05-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-10-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South East Central Railway
कार्यालय का नाम/Office Name	Hq New General Manager Secr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sourabh.chandra@gov.in Buyer Email id: sanjay68n@gmail.com
वस्तु श्रेणी /Item Category	Custom Bid for Services - Loading Unloading and Shifting of all types of railway materials including scrap materials received or dispatched via truck or wagon etc by any means such as using cranes or labourers etc for approximately 24000 MT period of..
समान श्रेणी/Similar Category	• Handling and Transport on Lumpsum Basis
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	3391680
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	67834

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).	32

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

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

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

लाभार्थी /Beneficiary :

FA&CAO/SECR/BSP
O/o Dy.CMM(S)/GSD/Raipur, South East Central Railway, Back Side of Urkura Station, WRS Colony, Raipur-492008. Chhattisgarh. NOTE:- PG drawn in favour of FA&CAO/SECR/BSP and Payable at Raipur.
(Fa And Cao/secr/bilaspur)

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

Scope of Work:1791186524.pdf

Pre Qualification Criteria (PQC) etc if any required:1791186540.pdf

GEM Availability Report (GAR):1791186561.pdf

Payment Terms:1791186582.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1791186646.pdf

Custom Bid For Services - Loading Unloading And Shifting Of All Types Of Railway Materials Including Scrap Materials Received Or Dispatched Via Truck Or Wagon Etc By Any Means Such As Using Cranes Or Labourers Etc For Approximately 24000 MT Period Of.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Loading Unloading and Shifting of all types of railway materials including scrap materials received or dispatched via truck or wagon etc by any means such as using cranes or labourers etc for approximately 24000 MT period of 24 months

विवरण/ Specification	मूल्य/ Values
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	Ajay Kumar Rathore	492008,General Stores Depot(GSD),Raipur SECRly PIN 492008 (CG)	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. **Certificates**

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

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

1	Loading, Unloading and Shifting of all types of railway materials including scrap materials, received or dispatched via truck or wagon etc., by any means (such as using cranes or labourers etc.). This includes the contractor's responsibility to open and close the railway wagon doors at their own arrangement, for approx. 24000 MT of Railway Materials at GSD/R for a period of 24 months. The quantum of work at a time shall not be limited.

2	**ELIGIBILITY CRITERIA** (a) The following documents should be submitted along with tender/bid: i) **Work Experience:** The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year up to the date of opening of the tender one similar single service contract** for a minimum of 35% of advertised value of the bid. *Completed Service Contract: - Includes on-going "*Loading, Unloading and Shifting of all types of railway materials"* service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid. **Similar service contract means:- "*Loading, Unloading and Shifting of all types of railway materials"* by any means , such as using cranes or labourers etc.. ii) The bidder shall submit details of work executed by them along with the bid for "*Loading, Unloading and Shifting of all types of railway materials*" single service contract. iii) **Turnover**: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by charted accountant with her/his stamp signature and membership number shall be considered. iv) **Liquidity**: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by CA with his/her stamp, signature and membership number shall be submitted by the bidder along with bid. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the joint venture/consortium. In case the net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted banking references will be considered for working out the liquidity. The Banking reference should be from a scheduled bank in India and it should not be more than 03 Months old as on date of submission of bids. v) Deed of Partnership special power of attorney, if any for the work. (b) Work experience certificate **other than** as mentioned above in Srl.No. 2 Eligibility Criterial (a)-(i) shall not be accepted. Work experience certificate from private individual shall not be accepted.
3	Performance Guarantee will be collected from the successful tenderer @ 5% of bid value.
4	Tender with any special condition will be rejected.
5	Every tenderer is expected to conduct their survey at the site of works personally before offering the tender.
6	The accepted rates will be valid for currency of contract period from the date of execution of work.

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

INSTRUCTIONS FOR TENDERERS

1	Tenderers must carefully review the tender document before submitting the ir bids. Rates should be quoted in both figures and words, and applicable ta xes must be indicated separately. The rates include the contractor's profit, e xpenses required to fulfill the contract conditions, and any taxes imposed b y the Railway, State or Central Government, or Labour Ministry, including GS T. The contractor is responsible for paying GST at the prevailing rate (as app licable at the time) to the relevant department for this work.
2	The tenderer shall hold the offer open till such date as may be specified in t he Tender notice/Bid document.
3	It is not mandatory for the tender accepting authority to accept the lowest b id, and no tenderer shall request an explanation for the rejection of their ten der.
4	The bidders or tenderers must keep their offer valid for a minimum of 180 d ays from the date of the bid opening. During this period, tenderers are not a llowed to withdraw their offers. This period may be extended further if agree d upon by both parties as needed.
5	The tenderer(s) must submit their rates, which should include all associated charges. The firms should upload the Rate Sheet along with their bid.
6	Before submitting a tender, the tenderer(s) must thoroughly inspect the site and the surrounding area where the work will be performed. They should en sure that they have considered all conditions that may arise during the exec ution of the project. Additionally, the rates provided in the tender form must be adequate in all respects and should comply with the provisions of the Ge neral Conditions of the contract. The completed work should meet the full sa tisfaction of the DY.CMM/GSD/Raipur.
7	Tenderers must attach all documents according to the Eligibility Criteria of t he tender. No documents will be accepted from the bidder after the bid ope ning.
8	Tenderers should attach/furnish all the documents as per Eligibility Criteria o f the tender as asked.
9	The rates offered by the tenderer and accepted by the Railway Administrati on must hold good till the completion of the contract period and are not subj ect to fluctuation of market rates.
10	The contractor should follow the Ministery of Labour and Employmet regardi ng Labour Codes Notification Dt.21/11/2025.

11	The contractor should follow the Ministery of Labour and Employment regarding Variable Dearness Allowance (VDA) for contract workers engaged in various employment/activities Notification Dt. 01/04/2026 and also the lat est if any.
12	The contractor should follow the Ministry of Labour and Employment regardi ng Labour Codes Law provisions for Employees and Contract Labour in all un its under Ministry of Railways Notification Dt. 11/05/2026.

Special Terms & Conditions-1

1	This contract shall be governed by the **Indian Railways GCC-Services-2018**, as am ended/corrected up to date, along with the Special Terms & Conditions, Special Condi tions of Contract, and tender documents. In case of any conflict, In the event of any c onflict or inconsistency between General terms and Conditions of Contract Services-2 018 and Special Terms and Conditions of Contract, the latter will prevail. The **Dy. Chi ef Material Manager, S.E.C. Railway, Raipur** shall be the competent authority for acceptance of the tender. The Railway shall not be bound to accept the lowest or any tender and shall not be required to assign reasons for rejection. The above conditions shall form an integral part of the **tender document and contract agreement**.

2	Tenderer’s Credentials and Eligibility The tenderer shall submit the following documents along with the tender, or whenever required by the competent authority of General Stores Depot, South East Central Railway, Raipur: A. Technical/Work Experience • Documents/certificates establishing the tenderer’s past experience in executing similar works. • Duly attested work experience certificates/testimonials, along with a list of similar works executed in the past. • Evidence demonstrating the tenderer’s capacity to execute the work satisfactorily. B. Financial Capability • Documents establishing the tenderer’s sound financial status and capacity to execute the contract. • Bank reference and other relevant financial documents, as required by the Railway. C. UDYAM/MSE Registration • Tenderers seeking benefits available to Micro and Small Enterprises (MSEs) shall submit a valid UDYAM Registration Certificate along with the tender. D. Accuracy of Information • The tenderer shall be solely responsible for the correctness and authenticity of all information and documents submitted. • If any information is subsequently found to be false or incorrect at any stage of the contract, the Performance Guarantee (PG) may be forfeited, and a fresh contract may be arranged at the tenderer’s risk and cost. E. Consequence of Non-Compliance • Failure to comply with any of the above requirements may render the tender liable to rejection**.**
3	**Labour, Wage, Social Security and Safety Compliance** The contractor shall strictly comply with all applicable **labour laws, statutory provisions and their latest amendments**, including: **1. Applicable Labour Laws** · Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act, Workmen’s Compensation Act, Factories Act, · All other applicable labour laws, rules and amendments in force during the contract period. **2. Payment of Wages** · Wages shall be paid to all deployed workers at the **prevailing statutory rates**. · Wages shall be credited directly to the workers’ **individual bank accounts**. · The contractor shall comply with all applicable provisions relating to timely payment of wages. **3. EPF & ESI Compliance** · The contractor shall ensure statutory **EPF and ESI contributions** for all eligi

ble workers engaged under the contract.

- The contractor shall be mandatorily registered with the **EPFO and ESIC**, wher ever applicable.
- If not already registered, the contractor shall obtain the required registration **within 30 days from the date of the contract** .
- Documentary proof of **wage payment, EPF and ESI contributions** for depl oyed workers shall be submitted along with each relevant bill.

4. Labour Compliance

- The contractor shall comply with all **relevant labour clauses, rules, regula tions and statutory requirements** applicable to the work.

5. Safety and PPE

- The contractor shall provide, at his **own cost**, all necessary **Personal Protec tive Equipment (PPE)** to workers engaged in the work.
- The contractor shall ensure that workers use appropriate PPE and follow appli cable safety requirements throughout execution of the contract.

6. Responsibility and Consequences

- The contractor shall be solely responsible for compliance with all applicable la bour, wage, social-security and safety requirements.
- Any statutory liability arising from non-compliance shall be borne by the contr actor.
- The contractor shall indemnify the Railway and its employees against any pen alties as PRINCIPAL EMPLOYER, for any failure of the contractor to honor variou s Central/State Government laws/enactments.
- The contractor is responsible for wages to be paid to the labour engaged by hi m, the Railway is no way responsible for any damage/loss occurred to the emp loyee by labour engaged by the contractor during execution of work on Railwa y administration is not in any way responsible for payment of compensation et c, whatsoever

4	**Rights of the Railway Regarding Tender** **1. Authority for Acceptance** The acceptance of the tender shall rest with the **competent authority of the Railway**. The Railway shall not be bound to accept the **lowest or any other tender**. **2. Rejection of Tender** The Railway reserves the right to **accept, consider or reject any tender** without being required to assign reasons for such decision. Tenderers shall not demand any explanation for rejection or non-consideration of their tender. **3. False or Misleading Information** If a tenderer furnishes **false, incorrect or misleading information**, or deliberately creates circumstances intended to secure acceptance of the tender, the Railway reserves the right to **reject the tender at any stage**. **4. Responsibility of Tenderer** The tenderer shall be solely responsible for the **accuracy and authenticity of all information and documents** submitted with the tender.
5	**Employment/partnership etc. of Retired Railway Employees:-** (a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted Officer working before his retirement and whether in the executive or administrative capacity or whether holding a pension able post or not in the Engineering Department of any of the Railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tender have in his employment any retired engineer or retired Gazetted Officer as aforesaid the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such engineer or officer had not retired from Government Service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract or if the contractor be a partnership firm or an incorporated company to become a partner or Director as the case may be, or to take the employment under the contractor has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted officer is so associated with the tenderer, as the case may be, shall be rejected. (b) Should a tenderer or contractor being an individual on the list of approved contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the share holders employed in gazetted capacity in the Stores Department of the South East Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision of conditions of contract.

6	**Partnership deeds, Power of Attorney etc.:–** The tenderer shall clearly specify wh ether the tender is submitted on his own or on behalf of a partnership concern. If the t ender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender d ocuments on behalf of partnership firm if these documents are not enclosed along wit h tender documents the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorne y granted by the tenderer or by changes in the composition of the firm made subsequ ent to the execution of the contract. It may, however, recognize such power of attorn ey and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
7	The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage a power of attorney duly stamped and authenticated by a notary Pu blic or by magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, si gn the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign No claim Ce rtificate and refer all or any disputes to arbitration.
8	**Illegal Gratification:** (i) Any bribe, commission, gift or advantage giving, promised or offered by or on beh alf to the contractor or his partner, agent, or servant or, anyone on his behalf to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any crimin al liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amount so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railw ay. (ii) The contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Railw ay and if he shall do so, the Railway shall be entitled forthwith to rescind the contra ct and all other contracts with the Railway. Any question or dispute as to the comm ission or any such offence or compensation payable to the Railway under this claus e shall be settled by the General Manager of the Railway, in such a manner as he s hall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payment for the work done up to the date of rescission.

9	Execution of Contract Documents 1. Execution of Agreement The successful tenderer shall execute an agreement with the President of India, actin g through the Dy. Chief Material Manager, General Stores Depot, S.E.C. Railway, Raip ur, for execution of the work. 2. Governing Documents The work shall be carried out in accordance with: General Conditions of Contract (GC C) – Services-2018, including all amendments/correction slips issued up to the date o f tender; Special Conditions/Specifications annexed to the tender; and Specifications for the work and materials forming part of the tender documents. 3. Form of Agreement The agreement shall be executed in the form prescribed by the Dy. Chief Material Manager, S.E.C. Railway, Raipur for this purpose. 4. Tender Documents as Part of Contract All provisions contained in the tender documents shall form an integral part of the con tract. In case of any inconsistency between the executed agreement and the tender d ocuments, the provisions of the tender documents shall prevail. 5. Death of Tenderer/Partner If an individual tenderer dies after submission of the tender or after its acceptance, t he Railway shall deem the tender/contract as cancelled. In the case of a partnership f irm, if any partner dies after submission or acceptance of the tender, the Railway shal l likewise deem the tender/contract as cancelled. 6. SUB-LETTING:- The contractor shall not sublet, assign or transfer this contract o r any rights or benefits hereunder to any other person or persons, nor shall the contractor takes any Partners without the prior written consent of controller of the concerned department.
10	**Performance Guarantee: Performance Guarantee will be collected from the succes sful tenderer @ 5% of offered bid value. Or as per latest Railway Board Guidelines [if any].**
11	**Variation Clause:** Variation in quantities specified in the contracts [As per MSOP-2018 Wor ks Matter (Srl. No. 9A) Increase in quantities specified in the Contract]. The procedure detaile d below shall be adopted for dealing with variation in quantities during execution of service c ontracts. The contracts shall be operated with variation of plus or minus 25% and payment w ould be made as per the agreement rate. Further, subsequent variation if any will be as per MSOP-2018, Works Matter (Srl.No. 9A).
12	If the tender is accepted, the be recovered for delay in start the work. The maximum penalty for delay in start of contract/ tenderer should start execution of the contract within 15 days f rom the date of acceptance. If the firm fails to start the work within the stipulated period, a p enalty of Rs.1000/- per day will apply, and any other penalty will be 10% of the contract valu e for the particular location. Any damage/Loss to the Railway property and injury to the priva te labour will be borne by the firm.

13	**Rates, Validity and Withdrawal of Tender** 1. **Quotation of Rates** The tenderer shall quote rates **above, below or at par** with the Schedule of Rates, as applicable. 2. **Variation in Quantities** The quantities indicated in the tender document are **approximate and for guidance only**. The actual quantities may vary according to the requirements of the Railway Administration. The tenderer shall have no claim on account of such variation. 3. **Withdrawal of Offer** If the tenderer withdraws or revokes the offer during the validity period or after acceptance of the tender, as applicable, the **Earnest Money Deposit (EMD) shall be liable to forfeiture** by the Railway Administration. The tenderer may also be debarred from participating in tenders for works in the Stores Department of S.E.C. Railway for a period of **two years from the date of such withdrawal/revocation**, as per applicable Railway rules. 4. **Taxes and Duties** The rates quoted shall be **inclusive of all applicable taxes, duties, cess and levies** imposed by the Central Government, State Government, Local Authorities or Semi-Government Agencies during the currency of the contract, unless otherwise specified in the tender. 5. Recovery of Income Tax surcharge thereon and any other taxes as admissible as per rule will be deducted from the firm's bill.
14	**Validity of Rates** The rates quoted shall remain **firm and valid for acceptance for 180 days** from the date of opening of the tender. The tenderer shall not revoke, withdraw or cancel the offer during this validity period. After expiry of 180 days, continuation of the quoted rates shall be subject to confirmation by both parties before finalization/ratification of the contract.
15	Logbook shall be maintained by Railway to record of unloading of scrap materials. The qty of railway materials loading, unloading and shifting from railway wagons/trucks etc. shall be based on available record of Railway. The log book shall be jointly signed by the Railway Representative and Contractor/Contractor's representative.
16	BILL PASSING AUTHORITY Bill passing authority - Gazetted officer of GSD/SECR/Raipur Bill paying authority - Dy.FA&CAO/WRS/SECR/Raipur
17	Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer(s) in his/their entries must be attested by him/them.
18	The Dy.Chief Material Manager/SEC Railway/Raipur reserves to himself the right at any time after acceptance of a tender to keep back from the contractor and carry out in other ways or by other agency for any portion of the work that he may think suitable without giving any notice or reason.

19	**AGREEMENT:** The successful tenderer/tenderers shall be required to execute an agreeme nt with the President of India acting through the Dy.Chief Material Manager of General Stores Depot of South East Central Railway, Raipur for carrying out the work according to the Gener al Conditions of Contract for services and Specification for works and materials as given in th e specification and the agreement to be executed will be in the form specified by Dy.Chief M aterial Manager, S.E.C. Railway, Raipur for the purpose. The provision contained in the tender papers shall form part of the contract. In any respect about which any of the Provision in the said agreement Form cannot be reconciled to any of the provision in the tender papers, the l ater shall prevail. If a tenderer expires after the submission of his tender or after the accepta nce of his tender, the Railway shall deem such tender as cancelled. If a partner of a Firm exp ires after the submission of their tender or after the acceptance of their tender, the Railway s hall deem such tender cancelled.
20	In cases, where performance or/and quality of services is/are found to be dissatisfactory, Dy. CMM/GSD/R or his representatives shall impose penalty as mentioned in bid document, subje ct to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.
21	Hours of employment regulation:- The contractor shall be responsible for compliance with th e provision of the hours of employment regulation in respect of the staff employed by him in the manner decided upon by the appropriate authorities.
22	The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereu nder to any other person or persons, nor shall the contractor take any partners without the p rior written consent of controller of the concerned department.
23	The contract further agrees to keep the Railway administration indemnified against any and every other losses, damages by reason of the operation of this contract or by reason of any neglect default act or omissions on the part of the contractor or his workmen suffered by to a ny property of the Railway administration and or by or to any property of any other person lying or being on premises belonging to the Railway Administration.
24	At the end of every calendar month, the contractor shall submit his bills in quadruplicate alo ng with Xerox copy of Log Book of relevant period within ten days of the end of each calendar month to the particular depot, who in turn shall verify and forward the bills to Dy. FA &CAO(WS)/Raipur along with penalty statement, if any. Payment will be by online at the discretion of the Railway administration.
25	No alteration is allowed in the agreement unless entered through subsidiary agreement sign ed by both the parties.
26	The work to be undertaken by the contractor under the provisions of this contract conditions shall at all times and from time to time be carried out to the entire satisfaction of the Railway administration. Any failure on the part of the contactor to carry out work in such a manner sh all constitute a breach of contract on the part of the contractor.
27	The work is proposed for a period of 24 Months with the condition that contract can be termin ated at any time by giving 15 days notice in advance. The contractor shall not be entitled for any compensation in case of such termination.
28	To avoid any mishap or accident during the work, the contactor shall ensure that only experi ence staff are deployed on job and are not put to over exertion as per labour laws.

29	First Aid Box with all necessary consumable items should be made available all the time by t he contractor and periodically he/they should inspect and recoup the same and necessary en try should also be made in Log Book.
30	DISPUTE:- All dispute arising out of contractual matters shall be settled through arbitration. T he arbitrator shall be appointed by GM/SEC Railway in such case.
31	**PENALTY:** Penalty for any irregularity shall be imposed as per following:- · Non-commencement of work within 15 days from the date of issue of GeM Order - Rs. 1000/- per day · Any nuisance created by labours or drinking/supplying alcoholic liquor etc. - Rs. 500/-(per incidence) and dismissal of labours. · Noncompliance/misconduct of any of the item mentioned in this contract / tender condi tion - Rs. 500/- per incidence · Non unloading of scrap from Railway wagons within 48 hrs. from the time of handing o ver - Rs. 1000/- per day for each wagon.
32	**Variation in Extent of Contract:-** In the event of any of the provisions of the contract requ iring to be modified after the contract documents have been signed, the modifications shall b e made in writing and signed by the Railway and the contractor, and no work shall proceed u nder such Modifications until this has been done. Any verbal or written arrangement abando ning modifying, extending, reducing or supplementing the contract of any of the terms there of shall be deemed conditional and shall not be binding on the Railway unless and until the s ame is incorporated in formal instruments and signed by the Railway and the contractor and till then the Railway shall have the right to repudiate such arrangement.
33	As per Clause No.171 of GST ACT - Any reduction in rate of tax on any supply of goods or ser vices or the benefit of input tax credit shall be passed on to the recipient by way of commens urate reduction in prices. Payment of GST will be made as on the date of execution of work.
34	Firm to arrange unloading of scrap materials from railway wagons after call upon/ intimation within 24 hours and should ensure unloading of at least 02 wagons per day or part thereof.

Special Terms & Conditions-2

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1	Service Provider/ Contractor shall provide the machinery and staff for “Loading, Un loading and Shifting of all types of railway materials” from trucks/wagons as per th e Scope of Work.
2	Service Provider will provide the complete details of the appointed staff with Name and Contact details in written to the Dy.CMM(S)/GSD/R or his representative.
3	Tender with any special condition will be rejected.
4	Every tenderer is expected to conduct their survey at the site of works personally before offering the tender.
5	The accepted rates will be valid for currency of contract period from the date of ex ecution of work.
6	The Railway administration reserves the rights to Modify, Cancel or Discharge a pa rt of complete tender without assigning any reason to the tenderers.

7	Service provider/Contractor/its workers shall strictly follow the instructions/ directi ons of Railways officials of this General Stores Depot/R regarding this service.	
8	Service provider/Contractor/ its representative should take care to avoid any loss t o Railway properties. In case of any damage to Railways properties made by Servi ce provider/Contractor/ its representative, they will be liable to pay the amount fo r its compensation as found suitable/ set by Dy.CMM(S)/GSD/R or his representativ es.	
9	Service provider/Contractor/ its representative shall strictly follow safety instructio ns inside Railway premises and will use their own personal protective equipments. The service provider shall be responsible for safety of their staff at their own cost. Railway Stores Depot Authorities will not be responsible for any occurrence/ accid ent if happens to them and no claim will be entertained by Dy.CMM(S)/GSD/R or hi s representatives in case of any incident.	
10	Service provider/Contractor/ its representative shall take care of their belongings. In any case, Railway Stores Depot Administration will not be responsible for any lo ss, damage or theft of their objects/belongings.	
11	Service Level Agreement and Packages of GeM Services shall be applicable and ob ligatory to the Service Provider.	
12	Miscellaneous Terms & Conditions for Services of GeM shall also be obligatory to t he Service Provider, whichever applicable.	
13	General Conditions of Contract for Services-2018, Ministry of Railways with all late st amendments is applicable.	
14	Payment Terms:-	
	a	No advance payments shall be made.
	b	No expenses other than hire charges will be paid by Railway.
	c	100% payment shall be made on submission of valid GST invoice (with all requisite details including GSTIN of contractor, GSTIN of Railways, S AC code, Amount of GST etc.) as per accepted rate after satisfactory co mpletion of work as per these conditions. Necessary tax deductions as applicable shall be made from bills.
	d	Contractor shall produce the bill with relevant documents as required f or this service.
	e	Any penalty/ loss caused by Service Provider or their personnel, if attra cted, as indicated in above clauses, shall also be deducted from the bills.
15	In case of any doubt/ dispute regarding any clause of Scope of Work and Special T erms and Conditions, the same should be brought to the notice of Dy.CMM(S)/GSD /R in written before accepting this work. Non-receipt of any representation shall m ean the acceptance of all Terms and Conditions as detailed above. The interpretati on/clarification, on any of the clauses of Scope of Work and Special Terms and Con ditions, as given by Dy.CMM(S)/GSD/R shall be final and binding on the contractor.	
16	The contractor should follow the Ministery of Labour and Employmet regarding Lab our Codes Notification Dt.21/11/2025. The contractor should follow the Ministery o f Labour and Employmet regarding Variable Dearness Allowance (VDA) for contrac t workers engaged in various employment/activities Notification Dt. 01/04/2026 a nd also latest if any. The contractor should follow the Ministery of Labour and Emp loymet regarding Labour Codes Law provisions for Employees and Contract Labour in all units under Ministery of Railways Notification Dt. 11/05/2026.	

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4. **Buyer Added Bid Specific SLA**

   File Attachment Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their

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

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

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

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

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

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

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

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

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

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

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---