



बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | | | | | |
|---|---|--|--|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 24-11-2025 11:00:00 | | | | |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 24-11-2025 11:30:00 | | | | |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (Days) | | | | |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Railways | | | | |
| विभाग का नाम/Department Name | Indian Railways | | | | |
| संगठन का नाम/Organisation Name | South Western Railway | | | | |
| कार्यालय का नाम/Office Name | South Western Railway | | | | |
| कुल मात्रा/Total Quantity | 76189 | | | | |
| वस्तु श्रेणी /Item Category | Blanket for AC Coach Passengers (V2) Indian Railways (Q2) | | | | |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover | No | | | | |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover | No | | | | |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | 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 | | | | |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) | | | | |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 2 | | | | |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 | | | | |

| बिड विवरण/Bid Details | | |
|---|-----------------------------|--|
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 3 | |
| 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 | |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/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 | |
| Name of the Empanelled Inspection Agency/ Authority | RITES | |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation | |
| मध्यस्थता खंड/Arbitration Clause | No | |
| सुलह खंड/Mediation Clause | No | |

ईएमडी विवरण/EMD Detail

| एडवाईजरी बैंक/Advisory Bank | State Bank of India |
|-----------------------------|---------------------|
| ईएमडी राशि/EMD Amount | 530275 |

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). | 15 |

- (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 securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

PFA/SWR/UBL

OFFICE OF THE PCMM, 1ST FLOOR, NEW ZONAL HEAD QUARTERS, RAIL SOUDHA, SOUTH WESTERN RAILWAY, GADAG ROAD, HUBBALLI - 580 020. (Pfa/swr/ubl)

विभाजन/Splitting

| विभाजन/Splitting Applied | Yes |
|---|---------------------|
| बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split | 3 |
| विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed | Details as per ATC. |

एमआईआई खरीद वरीयता / MII Purchase Preference

| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
|---|---|
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X% | 20 |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference | 50 |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमित है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

एमएसई खरीद वरीयता/MSE Purchase Preference

| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|---|-----------------|
| स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | I - |

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference

25

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.

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.

Blanket For AC Coach Passengers (V2) Indian Railways (76189 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) | |
|---------------------|--|---|--|
| Manufacturing | Sewing thread | 100 dtex X 3, Cotton Sewing Thread, as per IS 1720 latest, of matching colour | |
| Material | Moth proofing | Yes | |
| Logo | Logo/Totem | Yes | |
| | Type of Logo | Embroidered | |
| | Handloom Mark | Yes | |

Additional Specification Parameters - Blanket For AC Coach Passengers (V2) Indian Railways (76189 pieces)

| Specification Parameter Name | Bid Requirement (Allowed Values) | | | |
|---|----------------------------------|--|--|--|
| Soft Blanket of Superior quality with four side satin piping (not less the stitches per cm). Dimensions: 215 cmsx120cms Fibre content: 60% 15% nylon, balance others. weight g/ m2:450gsm Breaking load (min 15cmX20cm (strip) (a) Warpway: 110 kgf (B) Weftway:85 kgf Ends point in the stitches per cm). Dimensions: 215 cmsx120cms Fibre content: 60% 15% nylon, balance others. weight g/ m2:450gsm Breaking load (min 15cmX20cm (strip) (a) Warpway: 110 kgf (B) Weftway:85 kgf Ends point in the stripping (not less the stitches per cm). Dimensions: 215 cmsx120cms Fibre content: 60% 15% nylon, balance others. weight g/ m2:450gsm Breaking load (min 15cmX20cm (strip) (a) Warpway: 110 kgf (B) Weftway:85 kgf Ends point in the stripping (not less the stitches per cm). Dimensions: 215 cmsx120cms Fibre content: 60% 15% nylon, balance others. weight g/ m2:450gsm Breaking load (min 15cmX20cm (strip) (a) Warpway: 110 kgf (B) Weftway:85 kgf Ends point in the stripping (not less the stitches per cm). Dimensions: 215 cmsx120cms Fibre content: 60% 15% nylon, balance others. Weight g/ m2:450gsm Breaking load (min 15cmX20cm (strip) (a) Warpway: 110 kgf (B) Weftway:85 kgf Ends point in the stripping (not less the stitches per cm). Dimensions: 215 cmsx120cms Fibre content: 60% 15% nylon, balance others. Weight g/ m2:450gsm Breaking load (min 15cmX20cm (strip) (a) Warpway: 110 kgf (B) Weftway:85 kgf Ends point in the stripping (not less the stripping (not | | | | |
| 215 cmsx120cms Fibre content : 60% wool, 15% nylon, balance ot weight g/ m2 :450gsm Breaking load (min) on 15cmX20cm (strip) (Warpway : 110 kgf (B) Weftway :85 kgf Ends per inch :25 (min) Pic inch : 20 (min) Weave :2/2 twill. For sampling, testing and other de IS:894/1980 (latest revision) may be referred with above specificat | | | | |

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

| Applicable Specification Document | <u>View</u> |
|-----------------------------------|-------------|
|-----------------------------------|-------------|

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

| क्र.सं./S.N o. | परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer | पता/Address | डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days) | | |
|-------------------|--|--|--|--|---|
| 1 | Mohammad Nuruddin | 580020,O/o Dy. Chief Materials Manager South Western Railway General Stores Depot Gadag Road, Hubli 580 020 | मात्रा /Quanti ty | प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after | डिलीवरीतक पूरी कर ली जाए /Delivery to be completed by |
| | | 15000 | 1 | 90 | |
| | | | 10820 | 110 | 170 |
| | | | | | |

| क्र.सं./S.N o. | परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days) | | |
|-------------------|---|--|--|--|---|
| 2 | Chandreshwar Divisional Stores De | 560023,Office of the Asst.Materials Manager, Divisional Stores Depot, South Western Railway, Near Binny | मात्रा /Quanti ty | प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after | डिलीवरीतक पूरी कर ली जाए /Delivery to be completed by |
| | Mill, Bangalore - 23 | 20000 | 1 | 90 | |
| | | | 20000 | 110 | 170 |
| | | | 10369 | 190 | 250 |

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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

- **1.0. SPECIAL ELIGIBILITY CRITERIA:** SPECIAL ELIGIBILITY CRITERIA: (1) Bulk order: Bulk order will be placed on the manufacturer or its authorized agent having proven performance. The bidde r or its OEM (themselves or through reseller) should have supplied same or similar item for minimu m 20 percent of tendred quantity against orders placed, in any one of the last THREE FINANCIAL Y EARS or current financial year up to date of tender opening to any Central/State Govt. Organizatio n/PSU.
- (2) At least 20 percent of the quantity will be procured 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. In the event of non a vailability of any such offer the offer of the other firms will be considered for the full required quantity.
- (3) The firms having poor supply performance in SWR i.e. supply of less than 50 percent of the ord ered quantity in last 3 years will not be considered for placement of orders.
- (4) In case tenderer participates as an authorized agent, then the performance as required above shall be that of 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 orde r in case of change of Principal.
- (5) The onus of submission of requisite documents in support of supply Receipt Notes/Proof of acc eptance of material by consignee/CRAC/Completion report from the consignee is on the bidders.
- (6) In case the bidders do not submit the requisite documents as detailed above along with their of fer, the tender will be decided on the basis of their past supply performance of SWR [if any].
- (7) **Handloom mark:** Each piece of the tendered item is to be supplied with handloom marking o nly. Handloom Mark certificate to be submitted along with bid, the onus to upload the valid Handlo om Mark registration certificate issued by Textile Committee, Ministry of Textile along with the off er shall be on the firm. Offers without Handloom Mark registration certificate will be summarily rej ected without making any back reference. No other information in lieu of the Handloom Mark registration certificate will be acceptable.
- (8) **Similar Item:** Soft Blanket of same specification of the bid but may be of different size/shade/colour/drawing.
- **2.0. Blanket Colour:** Grey or Dark Grey color shade Soft Woolen blankets.
- **3.0. Piping:** All four edges of the blanket shall have continuous piping of satin cloth in matching c olour/Shade to that of blankets. Width of piping: 4, sewing thread: 100 dtex X 3, Cotton thread se wing as per IS:1720 latest of matching colour. Moth proof. **SWR monogram and MM/YY both e mbroidered on opposite corner of both sides in white colour.** Blankets shall be properly wa shed and shall be free from grease, soap, filling or any other admixture which would give fictitious mass or firmness. Blankets shall be milled and given a raised finish.
- 4.0. Bidder(s) should submit the compliance/acceptance of technical specification of the item attached at Buyer specification document along with the bid.
- **5.0 SPLITTING CRITERIA:** APPLICABLE Railway may decide in advance to have more than one so urce of supply on account of delivery requirement in tender, past performance and capability of bi dders, quantity under procurement and vital/safety nature of items. Following provisions shall be a pplicable 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 elig ible 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 depen d (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 or

ders 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:

| SI. 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 t o be ordered on the L2 tenderer, TC/TAA shall d ecide |

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 obt ained at the time of tender opening.

In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quanti ty of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall ha ve the right to distribute the procurable quantity amongst tenderers with due consideration to the se 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 interse-ranking of the tenderers and in a fair and transparent manner with due conformity to the Princip les of Natural Justice and Equity.

6.0 SAMPLE CLAUSE: After award of contract – Successful Bidder shall have to get advance sam ple approved from buyer for feel and finish only before bulk manufacturing / starting bulk supplies . Successful Bidder shall submit 5 samples to AMM/DSD/SBC/BANGALORE for Buyer's approval, wit hin 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 sam ple with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be re-fixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract s pecifications, 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 Buye r / Consignee.

7.0 Inspection clause: Inspection by RITES at manufacturers premises. 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.

Warranty/Guarantee shall be as per specification or IRS Conditions of Contract, whichever is highe

EMD and SD conditions applicable as per GeM GTC.

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 HUBLI or online mode as per GeM GTC. Bidde r has to upload scanned copy/proof of the EMD along with bid and has to ensure delivery of

hardcopy to the Buyer within 5 days of Bid end date/Bid opening 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.

All bidders must comply the Code of Integrity Declaration: I/We (The bidders) have careful ly gone through the IRS conditions of contract (included and uploaded along with the bid docume nt) 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/ prom oter/ owner/ holding company / management control etc.) have participated in this tender which g ive rise to a conflict of interest or fall under anti-competitive practices. We understand that the off ers of all such related concerns including ours are liable to be 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.

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

अस्वीकरण/Disclaimer

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 <u>attached categories</u>, 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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid

- template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. 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 catalogs 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 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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, 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---