

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-06-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-06-2026 10:30:00
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 Central Railway
कार्यालय का नाम/Office Name	Principal Chief Material Manager Secunderabad
कुल मात्रा/Total Quantity	169050
वस्तु श्रेणी /Item Category	Axle Oil as per IS 1628 (Q3)
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Past Performance,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 दस्तावेजों 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	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
विगत प्रदर्शन / <b>Past Performance</b>	20 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Pre Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	RITES
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	243370

#### 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).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

**लाभार्थी /Beneficiary :**

PFA/SCR

OFFICE OF PRINCIPAL FINANCIAL ADVISOR, 3rd FLOOR, RAIL NILAYAM, SECUNDERABAD-500003  
(Principal Financial Advisor)

**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	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per Clause 9 of Buyer Added Bid Specific Terms and Conditions

**एमआईआई के लिए आरक्षित / Reserved for Make In India products**

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म 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%	15
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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### **5. 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.

### **Axle Oil As Per IS 1628 ( 169050 liter )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

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

\* जेम कैटेगरी 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)
Certification	Whether ISI Marked	YES

#### **Additional Specification Parameters - Axle Oil As Per IS 1628 ( 169050 liter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Detailed specification	Product: Axle Oil (Medium Grade), Key specification targets: Acidity (inorganically nil, organic less than or equal to 1.0 mg KOH/g); Kinematic viscosity at 60°C 76-86 cSt; Water less than or equal to 0.5%; Saponification less than or equal to 1.5 mg KOH/g; Viscosity index greater than or equal to 40.
Additional Instructions	Bidders to follow and quote according to the DETAILED DESCRIPTION of the tendered item as mentioned in the Additional Specification Parameters. In case of any ambiguity with regard to any Additional Specification Parameters in DETAILED DESCRIPTION and golden parameters, the DETAILED DESCRIPTION will supersede/prevail.

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

#### **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 प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days)
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days)		
1	Shyamlal Dasmana	500017,GSTIN Number: 36AAAGM0289C1ZK, General & Signalling Stores Depot, Mettuguda, Near Mettuguda metro station - pillar no. 1115, Secunderabad, 500017, Email id: dycmmgsmft@gmail.com, Phone No. 8008554437, 8008554437.	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____ तक पूरी कर ली जाए /Delivery to be completed by
			56280	10	60
			56280	120	180
			56490	240	300

**Special terms and conditions-Version:1 effective from 01-01-2025 for category Axle Oil as per IS 1628**

- ISI markSTC:** The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such Buyers may also opt for ISI marked product while creating BID. In such cases buyer shall verify valid BIS License for the same at the time of evaluation of BID and check ISI marking at the time of receipt of material before issuing CRAC.

**Eco mark STC:**Eco Mark is applicable as per G.S.R. 85(E) dated 21st February 1991 (Annexure - I) for this category. As such Buyers may also opt for eco mark labelled product while creating Bid. In such cases buyer shall verify Eco mark label at the time of evaluation of BID/receipt of material before issuing CRAC.

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**E 525589 PL 80010714 F 80261011**

**1. Earnest Money Deposit:** Bidders shall upload EMD particulars or exemption documents in the relevant section of GeM while quoting the bid . Please refer clause (a) of the bid document , clause 4 sub clause XIII (m) and clause 2(k) of General Terms and Conditions on GeM hyperlinked with the bid document for further details on Earnest Money Deposit . The EMD shall be submitted in Sealed Envelope with GeM bid number and date , Firm's complete address to Dy Chief Material Manager /G, Principal Chief Material Manager Office, 6th Floor , Rail Nilayam , Secunderabad , Telangana- 500003.

**2. Security Deposit/ePBG Details:** The applicable ePBG is 5% of Contract value for the period mentioned in Bid document.

a. Security deposit/ePBG has to be deposited after award of GeM contract in acceptable money instruments specified in Clause 2 (l) and Clause 7 of GeM GTC attached with bid.

b. If Bidder fails to deposit ePBG within stipulated time frame and condition as specified in GeM GTC then contract may be cancelled by the buyer and Purchaser shall have right to levy damages from the supplier for failing to comply with contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been submitted. These damages shall be treated as recoveries outstanding against the Seller and shall be dealt with accordingly.

c. In addition to above, Buyer shall raise an incident through the incident management system of GeM against failure of submission of ePBG, for initiating stern action of Banning /Suspension as per clause 21 (ii) sub clause (g) of GeM GTC.

d. Seller's failure to submit Performance guarantee shall be treated as bad performance and will be dealt accordingly.

e. Money Instrument shall be pledged in the name of PFA/SCR.

**3. Inspection:** Inspection by RITES at manufacturer's premises. Part quantity inspection, part quantity supply and part payment allowed.

**4. Eligibility Criteria:** This clause is in supersession of Past performance criteria in clause (4) of bid document. Past performance criterion shall be evaluated as per following condition.

[A] The tenderer with past performance of satisfactory execution of contracts to SC Railway, or Other Zonal Railways/PUs for supply of the same / similar items ( Axle oil to IS:1628 of any medium) for a quantity of 20 percent or more of tendered quantity against a single contract during last three years prior to, and excluding tender opening date may be considered as responsive to SC Railways requirements for placement of bulk and regular order. The onus of submission of requisite supply performance documents i.e CRAC/ Receipt Notes/Proof of acceptance of material by consignee along with concerned Purchase order shall be on bidder.

[B] In case, the bidder does not submit the requisite documents, as detailed above, along with their offer, no back reference shall be made and offer shall be evaluated on the basis of uploaded documents except for the situation, (i) wherein the supply performance exist for Axle oil in South Central Railway for Stock item, as available in IMMIS, or (ii) situation where only related shortfall documents are not available in bid offer which may be asked and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered subject to condition that supply performance is not post tender opening date. However, no new supply order or proof of supply (which was not part of initial bid) should be submitted by the bidder, post tender opening, so as to qualify the bidder and those documents will not be considered at post tender opening stage.

[C] In case, the tenderer participates as an authorised dealer, then the performance as required above shall be that of Principal (OEM) authorising the agent or bidder for the same OEM. It may so happen that the agent/dealer has credentials of past supply for a different Principal/OEM but this will not be considered as performance for placing bulk order in case of change of Principal/OEM who have authorised in this bid.

[D] For Authorised dealer, tender specific authorisation from OEM has to be uploaded with bid indicating GeM bid number and date, Complete address of OEM, Designation of Authorising person of OEM like name etc in bid in OEM letterhead.

[E] Bidder, other than Govt. owned oil company must upload a license copy to carry on business of Processor of tendered oil /lubricant under the provision of Lubricating Oils and Greases (Processing, Supply and Distribution Regulation) Order 1987, failing by which offer will be summarily rejected. In the event that the State Government having jurisdiction over the geographical location of the factory of the bidder /OEM does not issue a license under the provisions of the Lubricating Oils and Greases (Processing, Supply and Distribution Regulation) Order, 1987, the bidder shall be required to upload communique (not more than one-year-old as on date of tender opening) from the concerned State Government authority indicating non-applicability or non-issuance of such license by State Government.

5. GST: Please refer to Clause 8 of GeM GTC hyperlinked with the bid document. Buyer shall raise invoice for S.C. Railway (Telangana) GST No.: 36AAAGM0289C1ZK for Telangana based consignee and S.C.Railway (AP) GST No.: 37AAAGM0289C1ZI for Andhra Pradesh based Consignee.

**6. Delivery Period and Extension Of Delivery:** Time is the essence of Contract. Please refer Clause 15 of GeM GTC hyperlinked with bid.

**7. Failure of Contract & Recoverable Damages:** If the Seller fails to supply goods as per GeM contract within Delivery period or extended delivery period or at any time repudiates the contract before the expiry of delivery period, Buyer reserves the right to cancel the GeM contract for unsupplied portion, record adverse performance of the bidder for taking appropriate administrative action.

(a) through incident Management of GeM

(b) rejection of offer on account of bad performance in ensuing bids invited by buyer

(c) forfeit the security deposit( ePBG) or initiate recoveries outstanding for an amount equivalent to applicable Security Deposit for undelivered portion.

(d) In severable contracts, in case of failure by the seller to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate with that lot or initiating recoveries for an amount equivalent to Security Deposit /ePBG for undelivered portion.

**8. Removal of Rejected Goods :** Bidders shall refer Clause 11(iv) of GeM GTC hyperlinked with bid . No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without

any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer/Consignee. If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

**9. Splitting Clause :** Clause xiii(y) of GeM GTC shall not be applicable for splitting in this bid/tender and is superseded as follows:

Splitting of bid quantity is pre-disclosed in this bid document and shall be split on one or more (maximum 2) of the eligible tenderers subject to fulfillment of following condition. Splitting may be done on account of delivery requirements in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items. Following provisions shall be applicable in all such cases of pre-decided splitting ordering.

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

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

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60:40
More than 3% and upto 5 %	65:35
More than 5%	Atleast 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA shall decide.

(i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

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

(iii) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent / logical / equity based extrapolation of the model as indicated in above Para.

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

E. After adjudging reasonableness of L1 rate, L1 would be awarded a suitable quantity percentage and balance quantity will be counter offered to valid L2 and/or higher tenderers at L1 price. If any of the higher tenderer(s) refuses to accept counteroffer, then the purchaser reserves the right to add the counteroffer rejected quantity to lower tenderer(s) subject to restriction of MSE and MII purchase preference.

#### **10. Mandatory Documents to be uploaded with offer:**

a) EMD or EMD Exemption document in the relevant section of GeM.

b) Past performance documents as specified in clause (4) of Buyer Added Bid Specific ATC.

c) Local content percentage with address of local content addition.

d) Tender Specific Authorization as per clause (4) of Buyer Added Bid Specific ATC, in case bidder is reseller/agent.

e) Lube oil License copy under order 1987 for bidders other than Govt owned Oil company as per clause 4 (E) of ATC

#### **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 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.**

[यह बिड 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 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---