

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Indian Railway Catering And Tourism Corporation Limited
कार्यालय का नाम/Office Name	Corporate Office
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
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)	12 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes   Partial   Experience - 1 year (s)
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	Experience Criteria,Bidder Turnover,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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
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	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	20680

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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 :**

corporate

Indian Railway Catering & Tourism Corp (North Zone) 2nd Floor, Paryatan bhawan, c-16, vipin Khand, gomti Nagar, Lucknow-226010

(Irctc Ltd)

**UIN Number NCTGC2415P**

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	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	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. 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.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in

India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:**should have executed at least 1 No. projects with contract value not less than 10 lakh yr for each contract of providing manpower services to Central/ State Government Departments/ Public Sector.

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:**01 project with 01 staff

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1771674076.pdf](#)

**Scope Of Work For the Service:**[1771674160.pdf](#)

#### **Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Unskilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	No
Age Limit	Up to 45 years
Years of Experience	6 - 10 years
Additional Requirements for the Security Personnel	Driver's License
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Uttar Pradesh
<b>एडऑन /Addon(s)</b>	

विवरण/ Specification	मूल्य/ Values
<b>अतिरिक्त विवरण /Additional Details</b>	
Title For Optional Allowances 1	0
Title For Optional Allowances 2	0
Title For Optional Allowances 3	0

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Bahadur Singh Kaushal	226010,Paryatan Bhawan, C-13, IRCTC, Regional Office, 2nd Floor, Vipin Khand, Gomti Nagar, Lucknow, U.P.-226010	1	<ul style="list-style-type: none"> <li>• Tenure/ Duration of Employment (in months) : 24</li> <li>• Basic Pay (Minimum daily wage) : 981</li> <li>• Provident Fund (INR per day) : 75</li> <li>• EDLI (INR per day) : 0</li> <li>• ESI (INR per day) : 31.88</li> <li>• EPF Admin charge (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• Optional Allowance 1 (in Rupees) : 0</li> <li>• Optional Allowance 2 (in Rupees) : 0</li> <li>• Optional Allowance 3 (in Rupees) : 0</li> <li>• Number of working days in a month : 26</li> </ul>

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

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Indian Railway Catering and Tourism Corporation Limited

Account No.

00780350000183

IFSC Code

HDFC0000078

Bank Name

HDFC

Branch address

4. Bank and Branch HDFC Bank MG Road, Hazratgunj

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**A. GENERAL TERMS AND CONDITIONS**

1. The Contractor shall provide the Security Services to the Company in the area and manner as mentioned.
2. The Contractor shall undertake and assure the Company that he will provide proper and efficient services in the predetermined schedule of time. Besides this, services will also be rendered by the Contractor as and when required by the Company, even though it may not be as per schedule on charges as may be agreed to separately.
3. The Contractor shall attend to complaints relating to security received from the employees of the Company and shall devise a system whereby such complaints when brought to the notice of the Contractor or will be attended promptly by him or his employees concerned. A register will be maintained for recording the complaints.
- 4.

The Contractor shall not sublet or appoint any sub-contractor to carry out any obligations under the co

ntract in any manner.

5. The Contractor, being the employer in relation to persons engaged/employed by him for providing the services under this contract, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers employed by him from time to time or by the State/Central Government minimum wages rule apply in U.P. and/or any authority constituted by or under any law.
6. The Contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of EP F, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave etc. The wages shall be paid as notified by Ministry of Labour or the State Government/Union Territory whichever is higher as per Minimum Wages Act. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, and person engaged/employed by him for discharging the obligations under this Contract.
7. The Contractor shall maintain all registers required under various Acts, which may be inspected by the Company as well as the appropriate authorities at any time.
8. In case any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the Bid, the increase in rates shall be set off by the Company by giving proportionate increase in the rates on monthly wages.
9. The Contractor shall give an undertaking in favour of IRCTC Ltd. that he has complied with all his statutory obligations.
10. The Contractor shall provide the above-said services at such times and in such manner as communicated by the Company from time to time.
11. The quality and punctuality of rendering of the said services are the essence of the contract and the Contractor undertakes to abide by them at all times,
12. The Contractor shall ensure that all persons employed by him shall be Medically Fit, efficient, skilled, honest and conversant with the nature of work.
13. No relationship of employer and employee shall be created between the Company and the employees engaged by the Contractor. Staff engaged by contractor will not have any claim for employment in IRCTC.
14. The Contractor shall provide uniforms with name badges to his employees the pattern of which will be different than that of the Company as followed for its employees and they shall wear them at all times while at work and maintain such uniforms, neat & tidy.
15. The contractor shall issue Identity Cards to all its employees, bearing their photographs at own cost. The format of the Identity Cards shall be got approved from the Company,
16. The contractor shall get Police Verification done for all its employees. A copy of Police Verification Report (PVR) duly attested by a gazetted officer of all the employees shall be deposited with the Company along with a copy of bio-data.
17. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company, The Company shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the Company be liable for any claim(s) whatsoever of any person(s) of the Contractor.
18. In case the Company is required to meet any liability in respect of any person(s) engaged/employed by the Contractor by virtue of their working at the premises of the Company, it would be open and lawful for the Company to deduct the amount(s) of any such liability from and out of dues payable to the Contractor.

19. The Contractor shall be responsible for all types of injuries and accidents to staff, employed by him.
20. The Contractor shall be responsible for the conduct and behavior of his employees. If any employee of the Contractor is found misbehaving with the Company staff or indulged in any illegal activity, the Contractor shall take necessary and appropriate action immediately.
21. In the event of any loss/damage being occasioned to the Company on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the Company either by replacement of the material/equipment or payment of compensation.
22. The Contractor shall take proper instructions from time to time from the Company for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
23. The Contractor as per requirement shall provide supervisory staff so as to ensure proper control for executing the job smoothly and efficiently.
24. The Contractor shall give the services on all days during the period of contract as per the Company's requirement.
25. The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the Company will not entertain any financial expenditure or provide any canteen facility.
26. In case, the Contractor commits breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the Company from time to time, it shall be open and lawful for the Company to terminate the Contract forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or contractor at the risk and cost of the Contractor and the Contractor shall have no right to claim any compensation whatsoever on this account.
27. In the event of any dispute or difference arising out of operation of this Contract, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the Head of the Company whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Lucknow. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
28. All the services under the contract and any other work of similar nature, which will be entrusted to the Contractor from time to time by the Company, are to be rendered without causing any hindrance or disturbance to any staff member of the Company working during the normal "working hours. The work shall be carried out efficiently, in consonance and in conformity with the Industry standards
29. If the Company notices that the personnel of the Contractor has/have been negligent/ careless in rendering the said services, the same shall be communicated immediately to the Contractor who will devise the corrective steps immediately to avoid recurrence of such incidents and report to the company its action plan.
30. If any of the personnel of the Contractor indulges in theft or any illegal/irregular activities, misconduct, the Contractor will take appropriate action required as per law against its erring personnel and intimate accordingly to the Company. If any theft or loss of any of the items of the Company occurs during the period of this Contract, the Contractor shall be liable for the same and shall make good of the loss.
31. The Contractor shall at all times indemnify and keep indemnified the Company against any/all claims of/by its employees including but not restricted to the claims under the Workmen's Compensation Act, 1923; Payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage compensation payable in consequence of any accident or injury sustained by any worker or other personnel of the Contractor or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Contractor or not, who provided or provides the said services under this Contract.
32. The employees/agents of the Contractor shall never be considered to enjoy any right to enter the premises of the Company by virtue of this Contract or otherwise at any time except with the prior permission of the Company.
33. In the event of failure of the Contractor to provide the services or part thereof, as mentioned in this Contract for any reasons whatsoever, the Company shall be entitled to procure services from other sources and the Contractor shall be liable to pay forthwith to the Company, the difference of payments made

e to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.

34. If, at any time, during the operation of this Contract or thereafter the Company is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Contractor or to any third party, the Contractor shall immediately pay to the Company all such amounts and costs also and in all such cases/events the opinion of the Company shall be final and binding upon the Contractor. The Company shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending- bills of the Contractor and if such amount is not fully recovered, the company shall be entitled to recover the balance amount through legal recourse.
35. The Contractor further agrees to absolve the Company from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Contractor. It is clearly understood that should the Company be called upon to make any payment to any authority, the Contractor shall reimburse such amounts to the Company whether such liability arises during the currency of this contract or after expiry of the period of this contract. If there would be any claim on the Company for any default of the Contractor or its employees omitted during the operation of this Contract, the Contractor shall pay the company such amount on de and without protest.
36. It is clearly understood by the Contractor that the persons employed by the Contractor for providing services as mentioned herein, shall be the employees of the Contractor and not of the Company. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Contractor who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity, etc.
37. It is also clearly understood that the Contractor is for providing Security Services and is not a Contractor for supply of Contract Labour. The Company shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards Contractor's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever. The employees/ personnel of Contractor rendering the services under this Contract, shall never be deemed to be the employees of IRCTC in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arises from their deployment by Contractor for rendering the said services.
38. Either party can terminate the Contract by giving three month's written notice to the other without assigning any reason and without payment of any compensation, thereof. However, IRCTC shall give only a 24 hours' notice for termination of the Contract to the Contractor when there is a major default in compliance of the terms and conditions of the Contract or the Contractor has failed to comply with its statutory obligations, In that eventuality the Contractor will move out of the premises of the Company with his men and material immediately. This discretion of termination of this Contract by the Company will be exercised judiciously since the Contractor is rendering the essential and public utility services.
39. If Contractor commits breach of any covenant or any clause of the Contract, the Company may send a written notice to the Contractor to rectify such breach within the time limit specified in such notice. In the event the Contractor fails to rectify such breach within the stipulated time, the Contract shall forthwith stand terminated and the Contractor shall be liable to the Company for losses or damages on account of such breach,
40. The Contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankrupt or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this Contract.
41. Either party's liabilities for any charges, payments or expenses due to the other party which accrued prior to the termination date shall not be extinguish by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
42. Any obligations under this Contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.
43. The Contractor shall submit the bills on a monthly basis. The payments of bills will be made within 15 days from the date of verification of these bills. Goods & Service Tax (GST) No. should be clearly mentioned on the Bid of the Firm.
44. TDS at source will be deducted as per the Income Tax Rules applicable from time to time.

45. In case of breach in services, the penalty shall be levied as under:

Type of Breaches	Amount(Rs.) of Penalty
Staff not in proper uniform	Rs. 50/- per staff per day
Staff turns up Late	Rs. 50/- per staff per hour
Staff under the influence of Intoxicants while on duty	Rs. 100/- against the Licensee and action against the staff under the law of the land.

46. The service provider shall be liable to pay penalty as IRCTC may inflict for complaints against the service provider; which in their opinion are bonafide and substantiated. A minimum fine of Rs 1000/- may be imposed as fine.

47. The Contractor shall give an undertaking by the 22<sup>nd</sup> of the proceeding month in favour of IRCTC that he has complied with all statutory obligations.

#### 7. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 8. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 9. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 10. **Buyer Added Bid Specific Scope Of Work(SOW)**

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

### **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 [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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 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 [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---**