

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (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
वस्तु श्रेणी /Item Category	Custom Bid for Services - SR DEE TRO MYS Hiring of 7 Seater SUV vehicle Safety rating should be 5 star for the use of SrDEETROMYS in good working Condition for a period of 24 months
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Monthly Basis Cab & Taxi Hiring Services
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid

बिड विवरण/Bid Details

तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1554000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	31080

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).	30

(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 :

SR DFM MYS
SOUTH WESTERN RAILWAY, Indian Railways, South Western Railway, Ministry of Railways
(Sr Divisional Finance Manager)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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
--	----

1. 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.
2. 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.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1769162458.pdf](#)

Payment Terms:[1769162463.pdf](#)

GEM Availability Report (GAR):[1769162475.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1769162490.pdf](#)

Custom Bid For Services - SR DEE TRO MYS Hiring Of 7 Seater SUV Vehicle Safety Rating Should Be 5 Star For The Use Of SrDEETROMYS In Good Working Condition For A Period Of 24 Months (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	SR DEE TRO MYS Hiring of 7 Seater SUV vehicle Safety rating should be 5 star for the use of SrDEETROMYS in good working Condition for a period of 24 months
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
----------------------	---------------

अतिरिक्त विशिष्टि 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 / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Rangavajjula Prashant	570001,O/o Divisional Railway Manager, Office Complex, South Western Railway Divisional Office, Mysore.	1	N/A

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. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1.	कार्य का नाम /Name of the work	किराए पर लेने के लिए निविदा अनुसूची में निर्धारित योग्यता मानदंडों को पूरा करते हैं। 24 महीने की अवधि के लिए अच्छी कार्यशील स्थिति में सीनियर डीईई/टीआर/एम.वा ई.एस के उपयोग के लिए मारुति अटिगा या समान मॉडल सड़क वाहन. Hiring of 7 Seater SUV vehicle Safety rating should be 5 star for the use of Sr.DEE/TRO/MYS in good working Condition for a period of 24 months .
2.	निविदासं. एवं दिनांक Tender No & Date	वाई/ई Y/E.226 Hiring of Vehicle tender दिनांक /dated 23.01.2026
3.	जैम बोली संख्या GeM bid number	जैम बोली,जैम पोर्टल से जनित /GeM Bid as generated at GeM portal

4.	कार्य की अनुमानतः कीमत Approximate value of the work	₹./Rs.15,54,000.00/- (Inclusive of GST)
5.	जमा बयाना निक्षेप राशि Earnest Money Deposit amount	निविदा कीमत का 2% 2% of the tender value (i.e Rs.31080)
6.	ऑफर की वैधता /Validity of offers	जैम पोर्टल में प्रकाशित अनुरूप /As published at GeM Portal
7.	निविदा बंद करने की तारीख Date of Closing of Tender	जैम पोर्टल में प्रकाशित अनुरूप / As published at GeM Portal
8.	ठेके की अवधि /Period of contract	प्रारंभ करने की तारीख से 730 दिन 730 days from the date of Commencement.
9.	कार्य प्रारंभ करने की निर्धारित तारीख Stipulated date of commencement of work	एल ओ ए के जारी करने की तारीख से 21 दिनों के अंदर Within 21 days from the date of issue of LOA

क्रम सं SI No	सेवाएं /Services	सं. Nos	मात्रा Qty	दर Rate	यूनिट Unit	कुल रुपये Total in Rs
1	Hiring of 7 Seater SUV vehicle Safety rating should be 5 star for the use of Sr.DEE/TRO/MYS in good working Condition for a period of 24 months.	1	2000 Kms	64750	प्रति माह Per Month	1554000
	कुल/ Total					1554000

22. Penalty Clause - The following penalties will be imposed by Sr.DEE/TRO/MYS:

Sl.No	Clause	Penalty Amount Rs.
1	Rash / unsafe driving reported by Officer or any official.	Rs.5000/- for each case.
2	If the vehicle meets with any minor accident	Rs.5000/- for each case.
3	If the driver refuses to go to any train ordering points as requested by the railway representative at any point of time	Rs.2000/- per instance.
4	If the vehicle is presented in uncleaned with damaged or inoperative interiors, it will attract.	Rs.500/- per instance.

5	Each instance of not having ID Card and other relevant documents during on duty, will invite	Rs.100/- per instance.
6	If the driver mobile phone is switched off/ not reachable/ not responding	Rs.2000/- for each case.
7	If the vehicle breaks down and alternate vehicle not arranged immediately within 30 minutes	Rs.4000/- for each case and increase in Rs.2000/- per hour upto Rs.10,000/-.
8	Vehicle without driver	Rs.2000/- for each case and increase in Rs.2000/- per hour upto Rs.10,000/-.
9	If vehicle stops for want of fuel	Rs.2000/- for each case.
10	If the driver is not in proper uniform or without ID card	Rs.100/- per case
11	Any other failure affecting officers movement due to vehicles deficient service.	Upto Rs.10,000/-

3. Buyer Added Bid Specific SLA

Text Clause(s)

The special conditions of contract supplement the General Conditions of Contract (services) 2018 (GCC) of Electrical Department of South Western Railway as amended and / or corrected up to date, copies of which can be seen at the office of the Sr.Divisional Electrical Engineer, Traction Operation, Divisional Railway Manager's Office

ice, South Western Railway, Mysore - 570001. It is the responsibility of the contractor, before submitting the tender and again before entering into agreement, to ascertain all the amendments and / or corrections made to the said GCC(S). Where the provisions of these special conditions of contract are at variance with the GCC, these special conditions of contract will prevail. GCC(S) forms part of the contract unless otherwise mentioned in the special condition of contract. Termination of Contract and Settlement of Disputes will be as per GCC as amended from time to time.

1. (a) The tenderer / contractor has to provide/operate service of Hiring of 7 Seater SUV vehicle Safety rating should be 5 star for the use of Sr.DEE/TRO/MYS in good working Condition for a period of 24 months. (Registered on or after 01.10.2021, abiding by BS-VI standards as specified in the schedule, on daily basis.
(b) In the case of emergency, same vehicle can be used anywhere in SWR.
The **Multi Utility Road Vehicle** shall be registered as contract passenger vehicle in the name of contractor/ proprietor / partner.
- (b) The tender schedule for the above work consists of items of works that are not covered by South Western Railway Schedule of Rates 2004 for hiring of road vehicles.
2. The vehicles normally shall be used by the Railway / kept with the Railway premises for 24 hours in a day and used as per the instruction of the user (Authorized Railway Personnel). The user shall nominate a stable place preferably a shed / garage near to his office where the vehicle is required to be stabled. The contractor may take the vehicle to the nominated place for which no payment shall be made for running of vehicle beyond the said nominated place. On the day of use of the vehicle, the km. for the day shall start when the Drivers shall report with vehicles at the place nominated by the user. Similarly, the end km of the day shall be at such nominated place. No extra payment shall be made for the movement of the vehicle if taken by the Contractor or Driver for repair and any other purpose of the contractor. In case the vehicle is stabled in the Shed / Garage / Portico or any other nominated place as advised by the user the vehicles shall remain under the custody of the Drivers only and the Railway shall not bear the loss / damage to the vehicle during such period. In the idle days if the user does not call the vehicle, no payment shall be made even if the vehicle is stabled in the place nominated by the user.
3. The tenderer / contractor should maintain a logbook with daily entries (i.e., starting kilometer reading, ending kilometer reading, signature, etc.). These daily entries should be jointly signed by driver and authorized Railway representative.
4. On Acceptance of tender, the contractor/supplier shall be advised by the user of specific type and numbers of vehicles by the schedule. Bills for use of the vehicles shall be preferred to the user who shall check these bills and arrange for payment as per the procedure in the SWR. For all intents and purposes, the user shall be the client and shall represent the railway administration. Payment of hire charge will be made after due verification of logbook and necessary certification by Railway officials.
 - a. Maintenance of **logbook** for vehicles to be provided:
 - i) Log Book should be maintained by the contractor to record details of use of vehicle(s), which is countersigned by the authorized representative of the Railways for each and every movement.
 - ii) The Log Books shall remain under the custody of official in charge of the vehicle.
 - iii) The Log Books on completion shall be submitted to official in charge for record, contractor can have a duplicate copy for his record, if he so desires,
 - iv) For each and every movement made, the driver will obtain signature from the railway official who travels in the vehicle with time of departure and arrival.
 - v) Payment shall be made as per Log Book of the vehicle and each entry of the Log Book must be got signed by the official who has used the vehicle.

Sl.No	Vehicle No	Date	Description of journey	Time of Usage From & To	Opening Km From	Closing Kms To	Actual Kms	Cumulative Kms	Driver Signature	Signature of Official
-------	------------	------	------------------------	-------------------------	-----------------	----------------	------------	----------------	------------------	-----------------------

- vi) Monthly KM Ceiling Maximum permissible usage: 2000 km per month. Cumulative ceiling: 24,000 km per year.
- vii) Carry Forward of Unused KM, Unutilized KM of a particular month may be carried forward to subsequent months and Adjustment of unused KM shall be restricted to a maximum period of 6 months only.

Payment of Bills :

- a. Payment to the contractor shall be made once in a month based on no. of days actually worked in the previous month. The contractor shall submit his bill in triplicate in the Railway standard format to the Senior Divisional Electrical Engineer, Traction Operation, Mysuru Division, South Western Railway, Mysuru-23 supported by logbook for the preceding month before the 6th of the following month. Payment will be made based on the certification and test check at various LEVELS. The Senior Divisional Finance Manager, South Western Railway, Mysore -01 shall arrange payment and the mode of payment is through Electronic Fund Transfer. The tenderer has to furnish his Account number, Bank Address, MICR code of the branch and PAN number while submitting his offer.
- b. Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty as specified in penalty clause in this tender or any other contract in respect of which the President of India is the contracting authority.
- c. All Statutory deductions as required in any Central or State Act and Rules shall be deducted/ paid from/to the transporter.
6. The rates quoted are for "**Per MONTH**" and it which includes night halts and all other expenses including fuel cost and other maintenance costs.
7. The reading of kilometer starting for the day from 00:00 hours to 24:00 hours shall be certified by the officials in charge. The final reading of the day will be the kilometer at 24:00 hours.
8. The rate quoted should include driver's salary, daily baata, night halt charges and other incidental expenditures including out station expenditure, tolls etc.
9. Vehicles will be exclusively kept at the disposal of the official in charge and will be used according to his direction during the period of hire.
10. All the expenditure involved in repairs and maintenance will be borne by the contractor. Servicing of the vehicles shall be done as per the prescribed yardstick during which standby vehicle shall be provided.
11. Cost of fuel, lubricating oil or any other consumables will also be borne by the contractor.
12. In case there is any breakdown of the vehicle, immediate alternative arrangements shall be made to replace the same with similar vehicle by the contractor. In case the vehicle is not supplied in time and if the official-in-charge is forced to hire the vehicle from market, the cost of hiring, in addition to the penalty (as mentioned in Penalty Clause) for not arranging the vehicle, shall be borne by the contractor.
13. The hired vehicles should be fit to run on all class of roads.
14. The tenderer shall indemnify the Railway from and against all actions, suits, proceedings, damages, charges, claims of every nature and description brought or recovered against the Railways by reason of any act or omission by the Drivers.
15. The contractor within a period of **25 days** from the date of **LOA**, shall submit the list of documents specified to the Railway. Copies of the following documents should be made available at the time of inspection / producing the vehicle
 - a. Registration Certificate of the Vehicle
 - b. Vehicle Insurance Certificate (Comprehensive Insurance) (valid)
 - c. Driver's License (valid)
 - d. Necessary permit for the vehicle
 - e. Latest Emission Test Certificate (Bharat Stage 6 certificate) (valid)
16. The tenderer is required to produce for the vehicle tender an authorized copy of the income tax clearance certificate duly counter signed by Income Tax Officer.
17. In the event of any question, dispute, difference arising out of the agreement or in connection with the agreement, the decision of the Sr.Divisional Electrical Engineer, South Western Railway, Mysore shall be final and binding between the parties.
18. All documents pertaining to the vehicle should be kept under the custody of the drivers in the respective vehicles without fail.
19. The contractor shall be responsible for the safety, medical care and other facilities to the drivers who should be in possession of appropriate authorized valid license and is experienced to operate hired vehicle. The driver shall maintain discipline, shall be neatly dressed and well behaved.
20. The Railway does not take any responsibility for any unwarranted actions of the driver.
21. The Railway does not take any responsibility of providing accommodation/ food to the driver.
22. The drivers of all the vehicles should be provided with adequate cash by the contractor to carry out minor repairs of urgent nature, so that the official's time is not wasted on account of such repairs.

Note:-15(a) All the above certification must be renewed as per prescribed time without which penalty will be levied.

23. All drivers should be in possession of working Mobile Phone for contacting. The names of drivers with mobile numbers should be provided to the officer incharge at the start of the contract and in cases of change of drivers thereafter.
24. All the engaged drivers must have Police Verification and Medical certificate.
25. Contractor vehicle made ready /available within 15 minutes of call.
26. No drivers should work continuously more than 8 hours /day except in emergency 12 hours permitted (maximum).
27. All the drivers engaged must have vehicle license and minimum SSLC Pass.
28. Vehicle driver should not be under the influence of alcohol, such drivers are to be sent back from duty.
29. The safety of the vehicle is the contractor's responsibility. In case of any accidents / violations of rules, the Railway shall not have any responsibility. In case of loss of life / injury to contract staff or Railway staff ex-gratia to be paid by contractor.
30. The vehicle should be in a very good condition and registered in the year October 2021 or later. Vehicles not maintained properly will not be accepted by administration and decision of Official-in-charge in this regard will be final and binding to the tenderer.
31. The vehicles should be made available with sufficient fuel balance to drive 100kms at any occasion.
32. Duty Roster of Drivers shall be provided to the Officer incharge before commencement of the contract and in advance when any changes in drivers is contemplated.
33. The agency / contractor should have permanent address at Mysuru division and has to intimate the address with telephone / Mobile Nos to Sr.DEE/TRO, Mysuru Division, South Western Railway, Mysore-570001 and all users of the vehicles including the authorized representative of Railway. His nominated representative should be available round the clock to the railway for communications. In case the contractor does not have a phone / fax, special courier shall be sent at the address of the contractor for which Rs.100/- shall be deducted from the contractor's bill on each such occasion.
34. LPG fueled vehicles shall **not be permitted**. If an LPG fueled vehicle is supplied then it shall be considered as default on part of the contractor.
35. In case of public strike / Bandh also the vehicle should be made available and Railway shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
36. The vehicle has to be made available for all the days in a week and 24.00 hours a day. There should not be laxity on part of the tenderer, as the work is involved round the clock.
37. The Railway administration reserves the right not to call the vehicle on any day if not required. For the days, the vehicle is not called on duty no hiring or running charges will be paid wherever the vehicle is stabled on that day.
38. Frequent change of vehicle and driver **should not be done** every now and then, as this kind of change may lead to hardship to the Administration. Any change of driver / Vehicle if required should be done with the prior approval of the administration / Official-in-charge duly advising the driver's mobile phone nos.
39. If the performance of the vehicles and drivers is not satisfactory to the official or drivers fail to carry out the instructions of the official, the administration has got full right to terminate the contracts at short notice. Other alternative arrangements for the vehicles, as desired by the administration, will be resorted to at the risk and cost of the defaulted contractor.
40. The vehicles are required to run an average of 2000kms in a month as mentioned in the tender schedule. The distance mentioned shall be for one calendar month.
22. If any vehicle breaks down during the movement, immediate alternate arrangement should be made. If the alternative vehicle is not arranged, then penalty will be imposed as per Penalty clause. However, if the non-availability of vehicle is continued for prolonged period the Administration can resort to termination of the contract duly following the procedures for termination.
23. In case the vehicle meets any major or minor accidents and the passengers (railway official) /driver (of cab) gets handicapped or loss of life, the contractor has to pay ex-gratia to the handicapped person or to his family in case of death.
24. The travel agency / tenderer shall provide Xerox copies of all pages of RC Book, Vehicle insurance and other relevant documents duly attested by notary.
25. In case the vehicle is hypothecated to finance company the Railway shall pass the vehicle bill only on production of Xerox copy of latest receipt of installment paid or the latest bank statement indicating the installments cleared.
26. The boards displaying "ON RAILWAY DUTY" shall be displayed in front and rear of the

- e vehicle at contractor's own cost as per discretion of Officer-in-charge.
- (a) The hired vehicle may have to travel to any place in Mysore Railway Division i.e., over States of Karnataka, Andhra Pradesh, Tamil Nadu including overnight stay at such places. No extra payment shall be made for halts made at outstations and interstate permit must be made available for the vehicle.
 - (b) All road tax, registration income tax as applicable, to be paid to Government of India or Government of Karnataka are to be borne by the contractor. For inter-state movement, the tenderer has to arrange vehicles having inter-state permit without any extra payment.
No escalation of rates is permitted during the operation of the agreement. Tenderer should quote keeping this in mind.
27. Contractor should be liable to reimburse Railway Administration all costs, damages and awards incurred due to the act of omission or commission by him or his staff.
 28. The railway does not take any responsibility in respect of any compensation / claim or any claims on account of any accident involving hired vehicles. The vehicle shall be covered under compensation clause with any insurance company (valid third-party commercial passenger carrying vehicle insurance).
 29. Rate quoted includes all charges namely fuel cost, maintenance charges, oil, lubrication, parking charges if any, vehicle registration, insurance, driver salary, GST & any other expenses incurred on the contractor side. The tenderer is allowed to quote below /equal to/above the par rate mentioned.
 30. The contractor shall be responsible for the safety, medical care and other facilities to the drivers who should be in possession of authorized license and is experienced to operate the hired Vehicle. The driver shall maintain discipline, be neatly dressed and well behaved.
 31. The contractor before inducting his Vehicle for service should bring the vehicle for the inspection of Officer incharge with all documents and his certification as to the vehicle is fit in all respects.
 32. The railway does not take any responsibility in respect of any compensation/claim or any claims on account of any accident involving hired Vehicle. The Vehicle shall be covered under compensation clause with any insurance company.
 33. All road tax, registration, Income tax, GST as applicable, to be paid to Govt. of India or Govt. of Karnataka are to be borne by the contractor. For inter-state movement, the tenderer has to arrange vehicles having interstate permit without any extra payment.
 34. No other person except the Driver and Railway officials on duty with permission of officer should be allowed in the Vehicle.
 35. Any illegal article/material transported at any time in the Vehicle will result in **termination of contract** immediately. No correspondence in this matter will be entertained and also penalty will be levied.
 36. **Maintenance of log book for Vehicle to be provided.**
 - i. Log Books should be maintained by the contractor to record details of use of Vehicle, which is countersigned by the authorized official of the Railway for each and every movement.
 - ii. The Log Books shall remain under the custody of driver of the vehicle.
 - iii. No payment will be made without updated logbook being produced at the end of the month. The user shall certify the log sheet only after satisfying himself of the accuracy of the log books. The log books should be maintained as per the prescribed format.
 - iv. These log books should bear the vehicle No, and the Name of the Driver working on it, legibly written on the log book.
 37. **Price Variation Clause:** - Not applicable
 38. **The contractor is liable under section 91 of Motor Vehicle Act, 1988 at his cost.**
 - (1) The hours of work of any person engaged for operating a transport vehicle shall be such as provided in the Motor Transport Workers Act, 1961 (7 of 1961)].
 - (2) A State Government may, by notification in the Official Gazette, grant such exemptions from the provisions of sub-section (1) as it thinks fit, to meet cases of emergency or of delays by reason of circumstances which could not be foreseen.
 - (3) A State Government or, if authorized in this behalf by the State Government by rules made under section 96, the State or a Regional Transport Authority may require persons employing any person whose work is subject to any of the provisions of sub-section (1) to fix beforehand the hours of work of such persons so as to conform to those provisions, and may provide for the recording of the hours so fixed.
 - (4) No person shall work or shall cause or allow any other person to work outside the hours fixed or recorded for the work of such persons under subsection (3). (5) A State Government may prescribe the circumstances under which and the period during which t

he driver of a vehicle although not engaged in work is required to remain on or near the vehicle may be deemed to be an interval for rest within the meaning of sub-section (1).

- (5) The contractor shall be responsible for payment of compensation under chapter section 140 and 141 of the MV Act, 1988 and in

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 G1 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---