

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-05-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-05-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	55 (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	Rites Limited
कार्यालय का नाम/Office Name	Rites Ltd
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Local
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	24 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 एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	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	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
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
अनुमानित बिड मूल्य / Estimated Bid Value	596376
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. 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.
8. 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.
9. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3) / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1778156527.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Swift , Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Ganesh Arun Polekar	400703,VAT 741/742, 4th Floor, Tower No. 7, International Infotech Park, Vashi Rly. Stn. Complex, Vashi, Navi Mumbai	1	<ul style="list-style-type: none"> Duration in Months for which service is required : 12

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 ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS FOR VEHICLE TENDER

1. The contract shall be valid for a period of 12 months which will be starting from 18th May 2026 upto 17th May 2027. The Vehicles will be used by officials deputed for movement in Mumbai Metropolitan Region regarding work PU-Mumbai. However, the movement of the vehicle can be as per requirements of RITES. Agency should make their own arrangement for vehicle parking at Panvel, Navi Mumbai, Maharashtra.

2. The vehicle offered shall not be older than two years. The vehicle must be in good fettle, mechanically sound, and well-maintained at all times. The vehicle shall have neat and clean seat covers and interiors in good condition. The vehicle must be cleaned daily (interior and exterior). The vehicle should be free from any unpleasant odour, and a good fragrance must be maintained on a day-to-day basis. The Air Conditioning (AC) system shall be in proper working condition every day without any malfunction.

2 (a). The Age of driver shall be up to 45 years only. The driver should not have all bad habits such as drinking, smoking, Tobacco, Pan masala etc., Strictly Not Allowed.

2 (b) The vendor should have registered office in Mumbai Metropolitan Region (MMR).

2 (c) The vehicle weekly off will be provided on Saturday OR Sunday as per instruction by Engineer In charge.

2 (d) The vehicle will be called for Night duty some time as per instruction by Engineer In charge.

2 (e) Change of Vehicle without prior intimation Rs.5,000/- every month will be recovered since vehicle change month up till Service End.

3. The contractor shall be responsible for providing the vehicle at any time, even at short notice. The services should be available round the clock.

4. The hired vehicles will be used by RITES officials deputed at BMC works in MMR Region .

5. The contractor shall ensure that the Fuel tanks of all Vehicles supplied are fully filled-up with diesel/petrol/CNG before these are sent for duty, and also the vehicle shall be equipped with Fast tag facility with sufficient balance.

6. Agencies which are MSME should be registered on eTreds portal. Upload TReDs registration document on GEM portal while bidding.

6(a) presently, the following three platforms are registered with the RBI for operating as a TReDS platform:
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1. M/s. Receivables Exchange of India Ltd. (Known as RXIL)

2. M/s. Mynd Solutions. (Known as M1 xchange)

3. M/s TReDS Ltd. (Known as Invoicemart)

Contact details of **M/s. Receivables Exchange of India Ltd. (Known as RXIL) :-**

1. Shri. Rajesh Mishra Manager -

Business Development (North) Receivables Exchange of India Ltd.(RXIL)

G-37, 1st Floor Block F, Sector-3, Noida UP-201 301 Mob.:+91 9910277829

Email: Rajesh.mishra@rxil.in Website: <https://www.rxil.in/>

Contact details of **M/s. Mynd Solutions. (Known as M1 xchange):-**

1. Shri. Manjeet Singh Assistant Manager

Mob.:+91 859293509 Email: manjeet.singh@m1xchange.com

2. Shri. Abhishek Gangwar Assistant Manager (PSU Sales)

288-A, II Floor Udyog Vihar Phase-IV, Gurgaon, Haryana 122001.

Mob.:+91 8799737165 (O): 1800-103-7261

Email: Abhishek.gangwar@m1xchange.com

3. Ms. Jhalak Bajaj Senior Executive -

PSU Sales 4th Floor, Reach comercia.,

Airia mall, Sohna road sector 68,

Gurugram 122102

Mob.:+91 8127694683

Email: jhalak.bajaj@m1xchange.com 5 / 10

Contact details of **M/s TReDS Ltd. (Known as Invoicemart):-**

1. Shri. Anoop Mishra Manager Customer Relationship,

A TReDS Ltd I Axis House I 4th Floor, Tower-4,

NOIDA-UP, 201304

Mob.:+91 9667554766

Email: Anoop5.Mishra@invoicemart.com

7. During the currency of contract, vehicle cannot be used for any other purpose except for RITES.

8. The contractor shall ensure that all drivers have live mobile phone with Live internet connection so that they are contactable whenever required.

9. The driver provided by the contractor should be suitably dressed, well-mannered and well acquainted with the **MMR region** area. He shall attend the duty on time in proper and clean dress and with valid driving license.

10. Bills for supply of cars for any month along with signed duty slips and Log- Sheets by the user shall be preferred in the first week of the following month for payment.

11. The contractor shall ensure that vehicles and the drivers are dedicated to the officer with whom vehicle is attached and changed only with their prior consent and with advance notice of at least 3 days, except in emergencies. Frequent changing of drivers of and bringing drivers from far off places without proper knowledge of roads and driving skill shall not be resorted to.

12. The penalty for some of the defaults is as under.

a) Late reporting - Rs.100/-Per day.

b) Non-reporting - Rs.1,000/- Per day

c) Refusal of duties - Rs.500/-Per instance

d) Change of drivers without prior intimation/ Providing improper drivers - Rs.500/- per instance

e) In case of non-reporting the per day rent for Vehicle on pro-rata basis will be deducted apart from the above penalty

13. The contractor shall have to submit a list of all cars/car proposed to be supplied by them indicating their Make, Registration No., Model and type of fuel consumed by each car along with their letter of acceptance of this offer.

14. The contractor shall be fully responsible for safe running of vehicle. RITES will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver

15. RITES Administration in no case is responsible for any legal matter arising of any State/Central Govt. laws in the matter of employment of the driver by owner of the vehicle or in respect of any other matter.

16. Minimum wages to the driver and other statutory obligations shall be met by the contractor at his own cost.

17. The contractor in addition to the indemnity provided by law shall indemnify the RITES administration against all liability whatsoever to pay compensation under Workmen Compensation Act as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.

18. The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the permission in writing of RITES. Any breach of this condition shall entitle RITES to rescind the contract and also render the contractor liable for payment to RITES of any loss or damage arising or ensuing from such cancellation.

19. The vehicle should be insured against accident etc. as per rules and statutory obligations of transport ministry.

20. The quantities shown in the schedule are approximate and meant to give the tenders/s an idea of the quantities of work involved. RITES reserves the right to add/delete any item/s and to increase/decrease the quantities by **25% or at least one Vehicle and vehicle can be extended further up to 3 months in the same payment and same terms & conditions if required.**

21. The total Security Deposit amount will be deducted to 5% of the tender value of work. Security Deposit a sum at the rate of 5% of gross amount of each running bill and final bill will be

deducted. As soon as Contract period is ended and after releasing of final bill payment, on request of the contractor the Security Deposit money will be released.

22. All Bidders has to submit EMD 2% of the estimated Bid value in prescribed format of GEM. All MSME vendor will be exempted from EMD. This ATC rule is superseding GEM portal rule. All MSME vendor will be exempted from EMD.

23. The selected L1 Bidder has to submit Performance Security - EPBG 5% of the contract value in in prescribed format of RITES Ltd. given in Annexure-A. EPBG has to reach to Finance & Accounts of department of RITES Ltd. of WRPO at Vashi, Navi Mumbai office before First RA bill processing. This ATC rule is superseding GEM portal rule. "PERFORMANCE SECURITY" shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser's interest in all respects. This ATC rule is superseding GEM portal rule.

(RITES Approved EPBG format uploaded with this tender document at "Scope of work" at page no. 4/12.)

Such Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

SFMS Confirmation of Bank Guarantees (BGs)

Vendor/ Contractor/ Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner **mandatorily** through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.

Vendor/ Contractor/ Bidder to take a print out of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to RITES Ltd.

Same process has to be followed for any verification of BG amendment as well.

Henceforth, **no BG will be accepted unless SFMS Delivery Report, as mentioned above accompanies it.**

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

24. Notwithstanding anything contained in the other clauses of the agreement, In the event of unsatisfactory service or any failure/breach at any time by the contractor of the terms and provision of the agreement, the contract shall be terminated forfeiting the deposits i.e., PBG/SD etc. of the contractor and contractors shall have no claim whatsoever against the RITES administration in consequence of such termination of contract.

25 (a) The vehicle shall normally be made available by the Contactor for all days in a month irrespective of Saturdays, Sundays and other holidays, as per requirement of office. **The vehicle weekly off will be provided on Saturday OR Sunday as per instruction by Engineer In charge.**

25 (b) The average running of vehicle may be up to 2500 kms. (As applicable) in a month (monthly basis) and the duty hours may also exceed the limit of 320 hours in a month (monthly basis). Payment for extra Kms and extra hours, if any will be payable monthly: [1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service 2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid. An example of calculation for extra kms illustrated below for reference: Calculation of extra Kms cost for extra 100 kms beyond package kms:- 6 / 9 Normal Service - Package 2500 km x 320 Hours:- Package cost in INR= 50,000, Per km cost as per package (₹50,000/2500 kms)=20, Multiplied by factor 0.5 = 10, Cost for extra 100 kms=₹1000/- 24/7 Service - Package 2500 km:- Package cost in INR= 60,000, Per km cost as per package (₹60,000/2500 kms)=24, Multiplied by factor 0.4 = 9.6, Cost for extra 100 kms=₹960/- However, buyer mentioning e

extra Kms or extra Hour rates in bid will supersede this clause.]

25.(c) **Night Duty charges:** Night duty charges will be paid **Rs.500/-** for each night duty, as a night charge, whenever the vehicle is required only for night duty and duty time starts after 10:00pm up to 7:00 am. (i.e., in addition to the daily rate).

26. GST tax registration number is mandatory for all bidders and to be included in the tender document.

27. On an average, one weekly rest day for driver must be ensured, may be on Sunday or any other day as per requirement of vehicles, so that he will avail four/five rest days every month depending upon number of days in a particular month. In this way he will work 26/27 days in a particular month, irrespective of Saturday, Sunday and other Holidays, as per requirement of office. In case of driver availing leave or vehicle failure, replacement driver/replacement vehicle must be available on all days of the month. If any reason vehicle or driver is not available then replacement vehicle and/or driver shall be made available accordingly. If in case of any reason vehicle not provided by vendor then penalty as per Clause-11 will be applicable. Even if driver does not get any weekly rest in week or work on a gazzated holiday, he will not be paid extra. Thus, extra payment would be paid only if the monthly mileage/hours were more than 2500 Kms/320 hours.

27.(a) All challans, traffic violations shall be at the cost of the vehicle supplier.

27.(b) Rate includes all Taxes, fuel Cost, License Fee, Permit Driver Wages, Repair & Maintenance except GST.

28. Rate excludes Toll Tax & Parking charges on duty.

29. **Normal; duty hrs. Of driver will be from 8.00 A.M to 8.00 PM even if he works more than 12 hrs.** On any day, he will not get extra Hrs. unless otherwise the total working hrs. Exceeds 320 hrs. In a particular month. The timing of the twelve (12) hrs. Period of working may vary based on actual requirement of RITES Administration on a day-to-day basis.

30. Vehicles shall not be older than **2 years**. Vehicle should be in good condition at time of hiring and vehicle will be inspected by office manager before starting of the services.

31. Once the contract awarded to vendor/ contract that deployment schedule will be given based on the actual requirement. The vendor should deploy the vehicle only on instruction of RITES officers.

32. Vehicle shall report as per direction of user either to office or as directed by official. The starting Kms and Time of vehicle shall be recorded at the time of reporting. No Extra Kms or Time will be payable for the movement from the garage to the place of duty. The recording of the starting and ending Kms and Time for the day shall be responsibility of the driver.

33 (a). **Qualifying Criteria: Years of Past Experience required:** The bidder must have experience for number of years as indicated above in 2 / 8 bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year. **All MSME vendor will be exempted.**

33 (b). **Qualifying Criteria: 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.

33 (c). **Qualifying Criteria: Turnover:** The minimum average annual turnover of the bidder during the last three years ending on 31st March of the previous financial year is not less than four time the cost of tender. **All MSME vendor will be exempted.**

SPECIAL CONDITONS FOR HIRING OF VEHICLES (Part II)

1) Driver of the vehicle shall be equipped with all the up to all the date papers/ relevant valid RTO documents the vehicle such as driving license, registration and insurance papers like RC Book insurance certificate , PUC, fitness certificate and all the taxes, levies fees etc., paid up to date etc., The vehicles deployed on the job should be fit all respect for operation in accordance with the prevailing motor vehicles act and rules, amended from time to time./ The contractor shall be exclusively and solely responsible for any lapse in this regard and RITES stands completely indemnified by the contractor against such defaults.

2) The contractor shall be liable to honor Central and State Govt. Laws, statutory rules, regulations, notifications like legislation, local self govt. Municipal requirements etc., and shall be solely responsible for any breach thereof, RITES stand indemnified against any penalty/prosecution consequent to the violation (deliberate or inadvertent) by the contractor or his employees, representatives etc., of such statutory provisions in force.

3) Any fine imposed on the contractor by RTO any other Govt. Rules or for any other reason (of whatsoever nature it may be) shall be paid by the contractor and no compensation on this account shall be paid by the RITES or reimbursed in any way. No liability shall be accepted by RITES for such loss sustained by the contractor.

4) Contractor shall ensure that all the meters particularly the kilometer and devices of vehicles are in proper conditions. In case any defects are pointed out by the RITES authority repairs and replacements should be carried out immediately by the contractor at his own cost, failing which kms, certified by the officer using the vehicle shall be final and no claim shall be entitled.

5) No accommodation/transportation will be provided to the driver by RITES. He has to make his own arrangement for lodging and boarding.

6) The contract shall be valid for a period of **12 months**. However, RITES reserves the right to extend/reduce the scope of contract with same Terms & Condition and rates, In terms of Clause-24 of the contract. RITES also reserves the right to terminate the contract if the services of the contractor are not up to the satisfaction of Engineer in charge of the Project.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.

7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---