

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-03-2026 11:30:00
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	Indian Railways
संगठन का नाम/Organisation Name	South East Central Railway
कार्यालय का नाम/Office Name	Hq New General Manager Secr
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 km*320 Hours; Outstation 24*7
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)	29 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
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1874408
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	37500

#### 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).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

PFA  
 HQ NEW GENERAL MANAGER SECR, Indian Railways, South East Central Railway, Ministry of Railways  
 (Pfa/secr)

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. 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.
2. 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.
3. 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.
4. 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.

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

Scope of Work:[1771852982.pdf](#)

#### Monthly Basis Cab & Taxi Hiring Services - SUV; 2400 Km\*320 Hourss; Outstation 24\*7 ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Toyota Innova , Hyundai Creta , Tata Harrier
Usage Variant	2400 km*320 Hourss
Type of Service	Outstation 24*7
Year of Vehicle Model	2024 , 2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Arvind Vishwakarma	495004,DRM Bilaspur , South East Central Railway	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 24</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

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 3. 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.

### 4. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

O/o of the Sr.DEN(co-ord) SEC railway Bilaspur  
Near titli chowk

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. .  
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### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Special Conditions of Contract**

Name of Work: **Hiring of Non-AC four wheeler passenger vehicle (Non AC SUV or Non AC Sedan ) for official use of Sr. DEN(Co-ord.)/BSP for two Years.**

**Brief Description of Work:** Vehicle is required for movement of Sr. DEN(Co-ord.)/BSP, Office of the Sr. DEN(Co-ord.)/BSP, Railway area Bilaspur, ( Chhattisgarh), Madhya Pradesh , Odisha.

S.No.	Description						
1	In case of any conflict between Standard Tender Conditions of GeM and Special Conditions of Contract added by the Railway Administration, the Special Conditions of Contract added by the Railway Administration shall prevail over Standard Tender Conditions of GeM.						
2	Terms of Payment /Invoice creation by Contractor:						
2.1	<p>Calculation of Running charges for invoice creation:</p> <p>Total Monthly package charges quoted by bidder as per GeM Contract - Rs.X</p> <table border="1" style="margin-left: 40px;"> <tr> <td>A).MONTHLY BASIC CHARGE "A" Rs</td> <td>0.55 * X</td> </tr> <tr> <td>B).MONTHLY RUNNING CHARGE "B" Rs.</td> <td>0.45 * X</td> </tr> </table> <table border="1" style="margin-left: 40px;"> <tr> <td>C).RUNNING CHARGES PER KM "C" (Rs. /Km)</td> <td>B/Sanctioned KM</td> </tr> </table>	A).MONTHLY BASIC CHARGE "A" Rs	0.55 * X	B).MONTHLY RUNNING CHARGE "B" Rs.	0.45 * X	C).RUNNING CHARGES PER KM "C" (Rs. /Km)	B/Sanctioned KM
A).MONTHLY BASIC CHARGE "A" Rs	0.55 * X						
B).MONTHLY RUNNING CHARGE "B" Rs.	0.45 * X						
C).RUNNING CHARGES PER KM "C" (Rs. /Km)	B/Sanctioned KM						
2.2	Monthly invoice bill = Rs. [A + C * (Actual km run in a month as per log book)]						
2.3	The Contractor shall ensure that the bill raised is as per the applicable Terms & Conditions of the awarded work. Necessary penalty and deductions shall be deducted before approval of invoice in GeM. In all other cases, invoice shall be summarily rejected.						
2.4	Subsequent to invoice approval, online payment shall be made to Contractor as per GeM SLA and ATC for the invoice amount.						
2.5	The rate quoted and subsequently awarded shall be inclusive of all taxes, GST, Toll charges incurred during movement, major and/or minor repairs, fuel, salary/minimum wages of the driver(s), cleaning/washing etc.						
3	While generating invoice in GeM portal, the Contractor must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.						
4	Without prejudice to Railway Administration's right to price adjustment by way of discount or any other right or remedy available to Railway Administration, Railway Administration may terminate the Contract or any part thereof by a written notice to the Contractor, if:						
4.1	The Contractor fails to comply with any term and/or condition of the Contract.						
4.2	The Contractor informs Railway Administration of its inability to deliver the Material(s)/Service or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.						

4.3	The Contractor fails to deliver the Material(s)/Service or any part thereof within the stipulated delivery Period and/or to replace/rectify any rejected or defective Material(s)/Service promptly.
4.4	The Contractor becomes bankrupt or goes into liquidation.
4.5	The Contractor makes a general assignment for the benefit of creditors.
4.6	A receiver is appointed for any substantial property owned by the Contractor.
4.7	The Contractor has misrepresented to Railway Administration, and acting on the said misrepresentation, the Railway Administration has placed the Purchase order on the Contractor.
5	<b>Bidder's Financial Standing:</b> The bidder should not be under liquidation, court receivership or similar proceedings, bankrupt. Contractor must upload undertaking to this effect with bid. Non- submission of undertaking shall lead to summary rejection of the offer of the bidder.
6	<b>ELIGIBILITY CONDITIONS:-</b>
6.1	<b>Availability of office of Contractor:</b> An office of the Contractor must be located Area within Chhattisgarh, Madhya Pradesh & Odisha.. Documentary Evidence (i.e. MSE certificate, UDM, Udyam, GST certificate, PAN card with address of firm etc) must be submitted by the bidder in this regard. Self-Declaration/Kirayanama will not be considered. Non-submission of said Documentary Evidence shall lead to summary rejection of the offer of the bidder.
6.2	Following documentary evidences/certificates (valid on the date of opening of tender) issued by Competent Authority, pertaining to the vehicle proposed to be engaged in this work, to be mandatorily submitted by the bidder along with the offer:  <ol style="list-style-type: none"> <li>(1) Valid Registration Certificate (The Registration Certificate must be in the name of Tenderer/Bidder/Contractor or owner of the vehicle/cab aggregator. In the later case, the Tenderer/Bidder/Contractor must submit Lease Agreement with the owner of the vehicle/cab aggregator on non-judicial stamp paper (min. Rs.100/-) for the entire tenure of the contract. The non-judicial stamp paper (min. Rs.100/-) should be bought in the name of the bidder).</li> <li>(2) Valid Taxi/Maxi/Cab/Transport Permit for the state of Chhattisgarh , Madhya Pradesh &amp; Odisha.</li> <li>(3) Valid Fitness Certificate issued for the vehicle.</li> <li>(4) Valid Insurance issued for the vehicle.</li> <li>(5) Valid Pollution Under Control Certificate issued for the vehicle.</li> </ol> <p>1. The Tenderer is required to submit the Vehicle registration details along with above supporting documents of the vehicle fulfilling the category, specifications etc. otherwise their offer will be summarily rejected.</p> <p>In case the tenderer proposes to purchase new vehicle for this instant work, a notarized affidavit or notarized declaration must be submitted as per Annexure-K on stamp paper of at least Rs.100/- along with original quotation drawn in the name of the tenderer clearly mentioning the make, model, capacity etc. of the vehicle.</p> <p>Non-submission of any/all of the above documentary evidences issued by their competent authority shall lead to summarily rejection of the offer of the bidder/tenderer.</p>
6.3	The vehicle proposed to be engaged in this work should be in good condition <b>and not more than 2 years old</b> , on the date of opening of tender.

6.4	<b>Financial criteria:</b> The tenderers will be qualified only if they have minimum financial capabilities as below:
6.4.1	<b>T1 - Financial Turnover:</b> The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.
6.4.2	<b>T2 - Liquidity:</b> The bidder/tenderer should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with stamp, signature and membership number shall be submitted by the bidder along with bid. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from Balance Sheet) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.  The banking reference should be from a Scheduled bank in India and it should not be more than 3 months old as on date of submission of bids.  In case of JV firms' overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.
6.5	<b>Work Experience:</b>
6.5.1	The bidder/tenderer should have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single service contract for a minimum of 35% of advertised value of the bid. Completed service contract also includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.  <b>Similar services mean "Any work providing hiring of vehicle to any Govt. organisation/ PSU."</b>  Work experience certificate from "PRIVATE INDIVIDUAL" shall not be accepted. Certificate from public listed company/ private company/ Trusts having annual turnover of Rs.500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.
6.5.2	For past performance firm should attach proof of work completion signed by either purchaser, consigner from state Govt./Central Govt./PSU/Public listed company. For this purpose, work completion certificate of central Govt./state govt./PSU/Public listed company should be attached. Only copy of purchase order, GeM contract, self-signed tax invoice, self-made performance statement will not establish that supply has been completed, it shall not be considered for experience certificate.
7	Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance by the Contractor and written mutual consent between the Railway Administration & the Contractor).

8	<b>Payment Of Salaries And Wages:</b> Contractor is required to pay Salaries / wages of contracted staff deployed on their own and then claim payment from Railway Administration along with all statutory levies/duties, if applicable for the work.
9	<b>Option Clause:</b> The Railway Administration reserves the right to increase or decrease the quantity (number of months of operation) to be ordered up to 25 percent at the time of placement of contract. The Railway Administration also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity (number of months of operation) during the currency of the contract at the contracted rates. Bidders/Contractors are bound to accept the orders accordingly. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
10	Successful Bidder shall submit the Performance Security @5% in the form of FDR/Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). FDR/DD should be made in favour of PFA/SECR/Bilaspur, payable at Bilaspur (C.G.). After award of contract, Successful Bidder has to ensure delivery of hard copy to the original FDR/DD to the User/Railway Administration within 15 days of award of contract.
11	Bidders are advised to check applicability of GST on their own before quoting rate. Railway Administration will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower).
12	If required, the Bidder/Contractor shall have to obtain Valid Permit for movement in other states as well, during the tenure of contract. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard. No additional payment shall be made to the Contractor in this regard.
13	The vehicle proposed to be engaged in this work should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions and must fulfill all applicable statutory obligations including all safety approved accessories/equipments to be fitted with the vehicle.
14	The vehicle should be made available on all days including holidays. No additional payment shall be made to the Contractor in this regard.
15	PVC is not applicable to this tender.
16	A Log Book for each vehicle shall be maintained by the Contractor for the hired vehicle. The KM utilized shall be entered in it on daily basis to ensure proper accountal and payment at the end of every month/specified period.
17	One weekly off is permitted to the driver, normally on Sundays, however it may differ to some other day at the discretion of the Officer-in-charge to whom the vehicle is attached. If need persists, the Contractor shall have to arrange another driver having valid driving license to the Officer-in-charge to whom the vehicle is attached. No additional payment shall be made to the Contractor in this regard.
18	Normal working hours may be advised by user department however the vehicle shall have to be kept & made available for 24 hours for use as and when required. The driver of the vehicle shall keep himself in contact with the officer in charge.
19	The vehicle supplied should be neat, clean and in good fettle. The driver must be neatly dressed in the dress as prescribed by the Officer-in-charge to whom the vehicle is attached.
20	Mobile phone, with smart handset, should be available with the vehicle driver.

21	As and when required by officer vehicle can also be utilized for travelling outstation i.e. more than 50 Km. Accommodation to the driver shall have to be provided by the Contractor to the Driver. No additional payment shall be made to the Contractor in this regard.
22	Vehicle shall be required to be parked at Officer's office premises or any other location as decided by the Officer-in-charge to whom the vehicle is attached. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
23	<b>Penal Clause:</b> In addition to clauses mentioned in GeM SLA clause No. 8 and others, following will apply: Vehicle must have minimum 200 km range /20 Litres of fuel available on each day to avoid service interruption. Failing to above condition will be treated as non-availability of services and to be dealt as per the existing penalty clause available in GEM. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
23.1	Penalty of Rs.1,000/- per occasion will be imposed in case of failure/delay to provide vehicle on any day within stipulated time. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
23.2	Penalty of Rs.1,000/- per occasion will be imposed in case of misconduct/disobey/ignorance of command by driver. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
23.3	Penalty of Rs.1,000/- per occasion will be imposed in case of failure to observe tender conditions by contractor. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
23.4	In case vehicle is not available for more than 15 days in a month, payment for respective month shall be done on pro-rata basis (i.e. based upon number of days the vehicle is utilized by Railway officer). The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
24	The contract shall be governed by applicable terms & conditions as amended from time to time by Railways.
25	The movement record of officer and GPS record of vehicle if any shall be kept confidential at all times. Contractor and/or Driver are not authorized to share it with anyone/public. Any misuse will be treated as violation of service conditions and the contract shall be terminated without prior notice. Further all businesses of the Contractor with Indian Railway shall be cancelled and the Contractor shall be banned from doing any business with Indian Railways for a duration of 2 years. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
26	The vehicle provided should meet the latest government standards for safety and pollution i.e. Minimum BS-6 or Bharat Stage VI or latest applicable or any other rules/provisions as issued by state/central government. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
27	Contractor has no authority to question the motive/travelling movement of the officer of vehicle. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
28	The Contractor shall comply with all rules & regulations issued by state/central government from time to time, applicable to this contract. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.

29	Bidder can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of PFA/SECR/BSP. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the PFA/SECR/BSP. For release of EMD, the FDR will be released in favour of bidder by the Railway Administration after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/proof of the FDR along with bid and has to ensure delivery of hard copy to the Railway Administration within 5 days of Bid End date/Bid Opening date.
30	Any claim, compensation arising out of any accident/injury to any person/party will be the liability of contractors and/or any litigation arising out of running/accident of vehicle or due to the person employed by the contractor etc. shall be dealt by contractor himself at his own cost. Railway will not bear any liability on any account. The contractor shall always be completely & solely responsible for safe running of vehicle. Railway will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle/driver/any other third person/party. The Contractor shall always indemnify Railways and hold Railways harmless against any/all claims for any loss, damage, repairs, maintenance or accident to the vehicle/driver/any other third person/party.
31	All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of the vehicle, petrol/ diesel, lubricants and all consumables shall have to be borne by the Contractor only. No additional payment shall be made to the Contractor in this regard.
32	Notwithstanding anything contained in the other clauses of the agreement, in the event of unsatisfactory service or any failure/ breach or non-observance at any time by the contractor of the terms and provisions of this agreement to the satisfaction of the Railway Administration in all respects (who shall be the sole judge and whose decision shall be final & binding upon the contractor), it shall be lawful for the administration without prejudice to all or any other rights and remedies to make any other arrangements it may consider necessary and forthwith terminate this contract without any previous notice to the contractor and in case of such termination the security deposit shall be forfeited by the administration and contractor shall have no claim whatsoever against the administration in consequence of such termination of the contract. The decision of the Railway Administration shall be final & binding upon the Contractor in this regard.
33	It will entirely be the duty and/or responsibility of the contractor only to enforce Regulations and ensure compliances to all labour laws, hours of employment, Insurance and any other Act/provisions, etc. enforced from time to time by the competent authority. South East Central Railway shall be using the vehicle as a passenger only.
34	The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person or persons, nor shall the contractor take any partners without the prior written consent of controller of the concerned department. Any breach of this condition shall lead to termination of the awarded contract and the decision of Railway Administration shall be final & binding upon the contractor.
35	The contractor, in addition to the indemnity provided by law, shall indemnify the Railway administration against all liabilities whatsoever to pay compensation under Workmen Compensation Act 1923 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.

36	The deployed vehicle shall have to be present in the duty of Railway Administration for all 24 hours, at the designated location, for use as and when required. Normal working hours may be advised by user department. The Driver(s) of the vehicle shall keep himself in contact with the officer in charge at all times. Mobile phone should be provided by the contractor to the vehicle drivers. The decision of Railway Administration shall be final & binding upon the contractor.
37	The contractor shall have to ensure necessary number of drivers at all times to abide by the Labour Laws, Hours of Employment Regulations and all other applicable laws & acts.
38	The Driver of the vehicle shall keep himself in contact with the officer in-charge and must turn up during urgency within 15 minutes. In case driver of vehicle does not turn up, in urgency, the officer concerned will be at the liberty to get the vehicle driven by any driving license holder as per his discretion. To cater to the cases of non reporting of driver of a vehicle, a duplicate key of vehicle shall be made available to officer- in- charge to whom the vehicle is attached, if he/she asks for it. In this case too, any claim, compensation arising out of any accident/injury to any person/party will be the liability of contractors and/or any litigation arising out of running/accident of vehicle shall be dealt by contractor himself at his own cost. Railway will not bear any liability on any account whatsoever. The decision of Railway Administration shall be final & binding upon the contractor.
39	The contractor shall have to ensure necessary Police Verification of deployed driver(s).
40	The vehicle shall be garaged in railway area/ duty place or any other place as per discretion of the officer- in- charge to whom the vehicle is attached. The decision of Railway Administration shall be final & binding upon the contractor.
41	The Railway Board's GCC (Service)-2018 with latest correction slip up to date is applicable for this contract. The Railway Board's GCC (Service)-2018 with latest correction slip can be seen from the official site of railway board.
42	The vehicles may have to go the sites of all types including kachcha road etc. The vehicle shall also be required to go along the Railway embankment for approaching any desired Km or site. Any excuses about condition/existence of the road will not be accepted. No additional shall be made to the contractor in this regard. The decision of Railway shall be final & binding upon the contractor.
43	No vehicle changed during contract period without approval of user, if vehicle shall be changed during contract period is to be required and then official communication made from contractor to user with all relevant papers is available. The changed vehicle is in the same segment as specified in agreement before forwarding vehicle bill to accounts department for internal check the above points to be invariably complied by executive department. The decision of Railway shall be final & binding upon the contractor.
44	The Tenderer/Bidder/Contractor shall not sublet any part of the contract.

45	<p>Following annexures are to be mandatorily submitted/uploaded with this tender by the tenderer:-</p> <ul style="list-style-type: none"> <li>(i) <b>Annexure - D</b></li> <li>(ii) <b>Annexure - E</b></li> <li>(iii) <b>Annexure - F</b></li> <li>(iv) <b>Annexure - J</b></li> <li>(v) <b>Annexure - K</b>, if applicable.</li> <li>(vi) <b>Annexure - V and VA</b> (if applicable).</li> <li>(vii) <b>Annexure - Y</b></li> <li>(viii) <b>Annexure - W</b></li> <li>(ix) <b>Annexure - 3</b></li> <li>(x) <b>Annexure - 5</b></li> <li>(xi) <b>Annexure - 6 or Annexure - 7</b></li> <li>(xii) <b>Annexure - 8</b></li> </ul> <p>Non-submission of any/all aforementioned annexures shall lead to summary rejection of the offer of the tenderer.</p>
46	<p>The Tenderer shall submit valid documents/certificates related to the constitution of their firm, such as: Affidavit or Declaration in case of Proprietorship Firm, Partnership Deed in case of Partnership Firm, Certificate of Incorporation along with Memorandum and Articles of Association in case of a Company, etc. In addition, a duly notarized Power of Attorney shall be submitted, wherever applicable, if the Tenderer intends to authorize any person to act on their behalf.</p>
47	<p>All documents in support of fulfillment of Eligibility criteria with respect “Financial Eligibility Criteria” and desired documents should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures. Eligibility of the tenderers shall be decided solely on the basis of the documents submitted along with the tender offers.</p> <p>No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical and Commercial offers. Even suo-moto post tender letters of the tenderers shall be treated as NULL &amp; VOID.</p>
48	<p>All the papers submitted should be signed by the bidder.</p>
49	<p>Any non-compliance of instructions to the tenderer and/or counter-offer from the tenderer shall lead to summary rejection of the offer of the tenderer.</p>

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Sr.DEN (Co-ord.)  
South East Central Railway,  
Bilaspur (C.G.)

Buyer uploaded ATC document [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---**