

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-04-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-04-2026 09:30:00
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	Southern Railway
कार्यालय का नाम/Office Name	Southern Railway
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 km x 320 hours; Outstation
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)	4 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
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for 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	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
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	809920
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	16200

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).	15

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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 / SR.LY / MADURAI
Office of the DRM Complex, Southern Railway, Madurai - 625 016.
(Sr.dfm / S.rly / Madurai)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise (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.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

5. 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.

6. 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

Minimum years (up to 5 years) of experience in related field:3

Geographic Presence in States:TAMIL NADU

Scope of Work:[1773811155.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 Km X 320 Hours; Outstation (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon , Mahindra Imperio
Usage Variant	2000 km x 320 hours
Type of Service	Outstation
Year of Vehicle Model	2023 , 2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
एडऑन /Addon(s)	

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
1	Hilary Suresh Antonyacruz	622003,OFFICE OF THE SR.SECTION ENGINEER PERMANENT WAY SOUTHERN RAILWAY, PUDUKOTTAI Railway Station, Rajagopalapuram Post Pudukottai 622003	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. Generic

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

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SR.DFM / S.RLY /
payable at
MADURAI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

SR.DFM / S.RLY / MADURAI

The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer 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 hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

6. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

SR.DFM / S.RLY /
payable at
MADURAI

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Service & Support**

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

9. **Service & Support**

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

In addition to the standard Service Level Agreement (SLA) for Monthly Basis Cab & Taxi Hiring Services available in GEM portal, the following Special Conditions are to be considered.

Hiring of ONE Number of Multi-Utility Vehicle (MUV) vehicle for the maintenance of **SSE / P.WAY / PUDUKOTTAI section under section in DEN / NORTH Jurisdiction for a period of **ONE YEAR****

Hiring and operating (MUV) Multi- Utility Non AC, diesel driven vehicle of loading capacity one MT with sitting capacity of 4/6 persons, 4 strokes, 4 cylinders engine, factory built metal body, cargo box type or passenger cabin type or both (with 24-hour availability) with Driver including the cost of fuel, lubricants, and other required consumables, Driver's salary, bata, overtime allowance if any night halt charges, major/minor repairs, etc., complete ., (100 km*20 days) 2000 km per month and average 12 hours per day vehicle to run in **SSE/P.WAY/PUDUKOTTAI** jurisdiction, operation and maintenance including running. The vehicle shall run on the pucca, kutch road, and along the track. The contractor shall arrange road permits for vehicles for all the States of operation, as per instructions of the engineer in charge.

(Note:-Unused km in a month can be utilized with in next six months)

The conditions regarding additional kilometers, additional hours and toll charges are to be followed as per the Scope of Work , and are not to be based on GEM rates or revised rates at any point of time.

The Models other than the specified vehicle models in the bid may be provided with the approval of the consignee officer.

Please refer Scope of Work

Scope of work attached in bid document. -

1. Successful bidders may provide equivalent models other than specified in the technical column with approval of the consignee officer.

2. The vehicle deployed should mandatorily have the following documents: a) Valid R.C. Book. b) Valid FC for the vehicle arranged for transportation. c) Valid Comprehensive Insurance for the vehicle. d) Road Permit. e) Valid Pollution certificate.

Without the above documents it will be treated as Non deployment of vehicle and penalty will be imposed . The original documents will also be submitted by him to **DEN/NORTH/MADURAI** for verification if required.

3. The Tenderer should have the following documents. (i) PAN number of the Tenderer/ Firm. (ii) GST registration number of the Tenderer/Firm

4. The vehicles should be available as and when required by the **Consignees** On call, the driver of the vehicle should pick up or drop the Officials as directed .

5. The vehicle should have nice interior finishing and be road worthy with current fit certificate issued by competent authority.

6. The engaged vehicles should be used for the use of Railway Officials only. Outsiders should not be allowed.

7. The driver must be well mannered, well acquainted with local and outstation area and attend the duty on time in proper and clean uniform, with name badge , valid driving license, personal and/or accident insurance policy. The vehicle should not have met with any major accident.

8. The driver of the vehicle should be sufficiently equipped to meet the break down of the vehicle en route and for arranging the alternative vehicle. The expenditure for the alternative vehicle should be met out by the contractor.

9. The vehicle and the driver shall possess all relevant certificates like driving license, RC book, Emission certificate, FC, Comprehensive valid Insurance etc. Timely renewal of all the relevant documents / certificates is the responsibility of the contractor.

10. The contractor must ensure the safety of the driver engaged by him while executing the work. The contractor will be held responsible for any loss / damages to Railway property during the execution of work and the cost of damage / loss will be recovered from the contractor due to any category of accident.

11. The vehicle will be relieved for rest at respective headquarters or any other place during night for resuming duty the next day from that place. The duty hours for the vehicle will be closed at the time when the vehicle is relieved for rest . No detention charges will be paid during the rest period.

12. The Tenderer shall indemnify the Railway Administration against any claim on account of any accidents/un-toward incidents due to the negligent act of the Driver that may arise during the pendency / termination of the contract.

13. The contractor should maintain logbook in which he has to make daily entries i.e., starting kilometer

reading, starting time, ending kilo meter reading and ending time for everyday and ensure that the driver and the concerned officer or supervisor in charge have signed against the particular day in the logbook. No bill shall be admitted for payment without the counter signature with clear designation of the officer/nominated official.

14. The contract duration may be extended on mutual consent for **3 Months** beyond the original contract duration with approval of this contract issuing authority. In extension period, other terms and conditions remain the same.

15. The bidder should not have been blacklisted or debarred by any Central / State Government / Public Sector undertaking / Regulatory Authority of India at the time of submission of this bid : YES.

16. Railways has the right to cancel the contract with **1** month notice period at no cost and without furnishing any explanation or reason.

17. The contractor shall be responsible for providing the vehicles during Sundays and Holidays and at any point of time in day or night even at short notice during any urgency/emergency. Drivers should have live mobile phone connection so that they are contactable whenever required and the driver should have functional mobile phone ready to be contacted round the clock. Driver should be given adequate rest after night duty.

18. The vehicles should be provided necessarily with seat belts both in front and back seats . Good quality of seat covers with chained pockets, reading light & other basic amenities also to be provided. Necessary safety features like air bags, ABS, TPMS, ESC, etc should be provided.

19. It shall also be the contractor's sole responsibility to ensure that the vehicles are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act. It shall be contractor's sole responsibility to ensure that the driver of the vehicle:

a) Have the necessary qualifications as laid in the Rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.

b) Are educated about the Safety rules and regulations and abide by the same.

c) Do not smoke or light a flame while driving the vehicle.

d) Do not take any form of tobacco like cigarette, gutka, bidi, supari, zar da e tc. during the contract period .

e) Intoxication is prohibited during the contract period.

f) Preferably have good knowledge of road routes, condition of roads etc.

g) Shall be in possession of all relevant original documents pertaining to the vehicle such as Insurance policy, registration book etc. at all time while on duty.

20. Drivers should have sufficient money while on tour for the requirement of diesel, vehicle repairs and

d drivers food/ accommodation etc.,

21. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their employees whom may suffer any bodily injury as a result of any accident.

22. The contractor shall abide by the Payment of Wages Act/ Minimum Wages Act and other relevant Labour Legislation in force.

23. The contractor shall ensure ready availability of the following items at all time in each vehicle. a) one torch in good working condition b) Spares like hose pipes, fan belts, etc. c) Spare tyre in good condition d) Tool kit with all types of tools and tackles with jack. e) Portable Fire Extinguisher. f) First Aid Box.

24. Vehicle should be neatly maintained.

25. All Hired vehicles should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions.

26. The vehicle provided will meet the latest government standards for safety and pollution. The service provider to provide service in accordance with latest versions of Motor Vehicle Act.

27. The service provider shall comply with all rules & regulations issued by state/central government from time to time, applicable to this contract.

28. Service provider has no authority to question the motive/travelling movement of the officer or vehicle.

29. The contractor should display a printed board in front of the vehicle with bold and words "ON GOVERNMENT DUTY" while working against this contract.

30. Outstation Night charges are not applicable.

31. The payment cycle is monthly. Successful bidder to submit details about the vehicle like RC book, vehicle related documents only once during the contract. The documents may be asked again by the consignee /accounts only when the vehicle is changed or the submitted documents validity is expired.

32. The bidder should not have been backlisted or debarred by any Central / State Government / agency of central / state government / public sector undertaking / Regulatory authority of India at the submission of Bid : Yes.

33. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user , use of abusive language, theft, shall attract deduction as per provisions of the contract.

34. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft misconduct and /or disobedience on the part of drivers so provided by him.

35. In between the currency of the contract, if the vehicle is not needed for some period, more than 15 days in continuous stretch due to exceptional reasons like an officer on long leave, outstation duty, etc, the payment will not be made for the absence period and the currency of the contract will be extended suitably

Consignee officials should intimate to the contractor at least 3 days prior to the start of the absence period

36. The Proof of Eligibility conditions of turnover , Experience Criteria etc shall be enclosed along with offer . Failing which offer will be rejected without further correspondences.

37. Bill Processing and passing authority is consignee department

38. Driver should be well conversant in Local Language. Drivers should be well conversant in English or Hindi.. The driver should have functional mobile phone ready to be contacted round the clock. Driver should be given adequate rest after night duty.

39. In line with Ministry of Finance letter No.F.20/2/2014-PPD(pt) dt 20.9.2016, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities

for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the MSEs.

40. In this regard, in this bid exemption for experience to MSE is not given. But exemption to turnover is only given to MSE.

41. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria only. As the contract is related to inspection daily commute and sudden emergency movements, prior experience is needed, subject to meeting of quality

and technical specifications.

42. During the contract period contractor should provide the vehicle to the Railway Official regularly without any break as per GEM Contract if not provided regularly or not providing the vehicle after obtained the contract the **SD will be forfeited**. No correspondence in this regard will be entertained.

43 The geographical presence of the bidder i.e. location of an office of the bidder must be in the state of consignee i.e. **TAMIL NADU** at the time of bid opening which shall enable ease of access with the bidder and the Geographical Location of the Service Provider at Consignee state ie., Tamil Nadu - to be uploaded in the bid document named as 'Registration Certificate for Geographical Presence as required by the Buyers only.

44. In case of any variation in the prices of fuel either on increasing / decreasing side will not be taken into consideration and only the accepted rate as per the contract will confirm to be applicable in the entire period of contract.

45. A logbook shall be maintained for all the vehicles by the official under whose control the vehicle is placed. The Kms/hrs utilized shall be entered on daily basis to ensure proper account at the end of the month/specified period. No bill shall be admitted for payment without the counter signature with clear designation of the officer/nominated official.

46. In case of any accidents/ violation of rules, the Railway shall not have any responsibility. The contractor's should indemnify the Railway's for any amount it has to pay towards damages / compensation arising out of the contract.

47. The Service Provider shall comply with all rules and regulations issued by State / Government from time to time applicable to this contract.

48. The Vehicle Provided will meet the latest government standards for safety and pollution. The Service Provider to provide service in accordance with latest versions of Motor Vehicle Act.

49. Driver should be neatly dressed preferably in White Dress.

50. Driver should not use mobile phone while driving.

51. Driver should be polite and behave properly.

52. Driver should not be changed very frequently as it affects the smooth working.

53. All relevant papers of the vehicle like RC Book, Pollution Certificate, Fitness Certificate etc., Driving license of driver should be available in the Vehicle.

54. If the driver on duty fails to adhere to the time schedule or if the driver is found doing un-satisfactory performance against those listed in the conditions, a penalty depending upon the severity of the failure which will be levied by the Superintendent or any other authorized representative.

55. Failure to comply with contractual obligations will invite imposing of penalty depending upon the severity of the failure which will be levied by the DEN/NORTH/MADURAI or any other authorized representative. Quantum of component wise contractual failure will be based on monthly basis for imposing penalty. Apart from this, the claim for non-compliance will be disallowed.

56. The administration shall have the right to terminate the contract if in their opinion (shall be final on the parties) the contract is found not conforming to the conditions in spite of the previous warning given to the contractor to act according to the terms. In case of non-compliance of contractual obligations in full/ partial or the contractor failing/ deserting of the contract, labour / alternate arrangements will be made by the administration to carry out the work and the cost of alternate arrangements will be borne by the contractor and the same will be recovered in the running bill of the contract for this purpose.

“Tenderer should have experience in Hiring of Vehicle for transport of Passenger/Material in Central / State Government & their PSUs”.

57. The successful bidder shall be required to submit a Performance Guarantee (PG) or Fixed Deposit Receipt (FDR) equivalent to 5% of the contract value within 30 days from the date of issuance of the Contract Order.

If the PG/FDR is not submitted within this 30-day period, a penal interest of 15% per annum will be charged starting from the 31st day after the date of issue of the Contract Order.

If the PG/FDR is not submitted within 60 days, a formal notice shall be served to the contractor, directing immediate submission of the PG/FDR. However, under no circumstances shall the submission period exceed 90 days from the date of issuance of the Contract Order.

Failure to submit the requisite PG/FDR within 90 days will result in termination of the contract.

58. The Performance Guarantee shall be submitted to the Consignee (DEN/NORTH/MDU) within the stipulated period. The Consignee shall follow up on the Performance Guarantee/FDR as required.

59. Past Experience / Work Completion

Past Experience of Completed Services: The bidder must have successfully completed the vehicle contract of (Hiring of Vehicle for Transport : SUV Vehicle or MUV Vehicle or LCV Vehicle) 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).

The Experience certificate should be issued by any Central Government Department / State Government Department/PSU Department or any Railway Establishments.

Work experience certificate from private individual will not be accepted.

Past Experience: The Bidder must have successfully executed / completed at least one single order of 80% of the Estimated Bid Value or 2 orders each of 50% of the Estimated Bid Value or 3 orders each of 40% of the Estimated Bid Value.

- 1) In GEM Condition No.1 available in bid document is not applicable.
- 2) If Experience Certificate / Work Completion certificate is not attached then the offer will not be evaluated.
- 3) Any documents irrelevant to the experience / work completion certificate will not be considered.
- 4) The bidder shall be exempted from the requirement of "Bidder Turnover" criteria only and there is no exemption for experience/Work completion.
- 5) As the contract is related to inspection daily commute and sudden emergency movements, prior experience is needed, subject to meeting of quality and technical specifications.

The following documents are to be submitted along with the bid (at a glance)

- 1 . **Geographical Location of the Service Provider at Consignee state i.e., Tamil Nadu** (to be uploaded in the bid document named as 'Registration Certificate for Geographical Presence).
2. **MSE/NSIC/Startup Certificate** (If applicable - to be uploaded in the bid document named as 'MSE Category Certificate' only).
- 3 . **Experience documents** (to be uploaded in the bid document named as 'Experience Criteria' or 'Project Experience and Certificates w.r.t eligibility criteria' only).
4. **Turnover documents** (to be uploaded in the bid document named as ')

Bidder Turnover' only).

5. Proof of Registration of the vehicle in Tamil Nadu state and ownership of the vehicle or lease agreement with owner of vehicle (to be uploaded in the bid document named as 'Certificate(Requested in ATC)' only).

6. Annexures (to uploaded in the bid document named as Certificate(Requested in ATC)'only.

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---