बिड संख्या/Bid Number: GEM/2026/B/8210607

दिनांक /Dated: 28-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2026 14:00:00
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 Eastern Railway
कार्यालय का नाम/Office Name	Pce Office South Eastern Railway Hq Kol
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :skumar.1970@gov.in Buyer Email id: ravi.shankar22@gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 1500km x 320 hours for the use of JE SSE PWay Sectional under SSE PWay Incharge ROU; Outstation 24*7
अनुबंध अवधि /Contract Period	2 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	11.04 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	7
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2208000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	44160

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PFA SER
PFA Office SOUTH EASTERN RAILWAY HQ kol, Indian Railways, South Eastern Railway, Ministry of Railways
(Pfa Ser Garden Reach Kolkata)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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 having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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

Monthly Basis Cab & Taxi Hiring Services - MUV; 1500km X 320 Hours For The Use Of JE SSE PWay Sectional Under SSE PWay Incharge ROU; Outstation 24*7 (2)

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 , Tata Xenon Yodha
Usage Variant	1500km x 320 hours for the use of JE SSE PWay Sectional under SSE PWay Incharge ROU
Type of Service	Outstation 24*7
Year of Vehicle Model	2024 , 2025 , 2026
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

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	Ashesh	833102,DRM OFFICE, Station Road, South Eastern Railway Colony, District, Chakradharpur, Jharkhand 833102	2	• Duration in Months for which service is required : 24

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

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

3. **Payment**

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

4. **Forms of EMD and PBG**

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

   PFA SER GARDEN REACH KOLKATA
   . 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

5. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

   PFA SER GARDEN REACH KOLKATA
   A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

6. **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.

7. **Past Project Experience**

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

8. **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

9. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL SPECIAL CONDITIONS OF VEHICLE HIRING CONTRACT

1) 02 Nos. 1 Tonne carrying capacity Vehicles are required for the use of JE/ SSE(P.Way)/Sectional under SSE(P.Way)/Incharge/ROU. The time of comple tion of the work will be given in the bid document. Expenditure will be char ged as per sanctioned estimate Nos. 165-W-CKP-25 and 112-W-CKP-25.

2) The rate includes all major/minor repairs serving of Commercially Regis tered vehicle, cost of fuel, lubricants and any other consumables required from time to time. Driver’s salary and all allowance, all taxes, duties, incid ental charges, penalties etc. as imposed by Central/States/Local Governm ent bodies for running of Commercially Registered vehicles to be borne

by the contractor without any liability on Railways.

3) Any less utilization on KM basis in any Month will be carried forward to t he next month. Similarly, any extra hour utilization will be adjusted in nex t month.

4) (i) The vehicle should be made readily available 24x7

(ii) Contractor will be paid only the contractual amount of this instant ten der. Parking fees if any, shall be borne by the contractor andthe contracto r shall bear all costs for fuel/lubricants, running repairs, servicing, vehicle or accessories, major repair, overhauling and servicing, maintenance of th e vehicle and the Octroi toll tax as and when required.

5) No accommodation will be provided by the Railway to the driver, he ha s to make his own arrangements for boarding and lodging.

6) The contractor shall be completely responsible for safe running of Com mercially Registered vehicle. Railway will not be responsible for any loss, damages, repairs, maintenance or accident to the Commercially Registere d vehicle or Driver.

7) For the purpose of payment, the garage of Commercially Registered ve hicle will be considered at office of concerned JE/SSE(P.Way) irrespective of actual location of garage, and no payment will be made for journey fro m actual garage to office of concerned JE/SSE(P.Way).

8) Log Book register being maintained duly showing of vehicle shall Numb er and (1)Sl. No. (2) Date (3) From to (4) from to (Km) (5) Signature of th e Driver with date (6) Purpose for movement of the vehicle (7) Signature of the railway official using (8) Remarks.

9) Payment of hire charges will be made **quarterly** after due verification of logbook as necessary by the Railway official.

10) Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost. Payment of driver should be made i n bank account only. Photo copy of the pass book must be produced at th

e at the time of quarterly payment. In case of failure to produce passbook then 60% payment will be made of the bill of that month.

11) The driver should have the valid driving license and Commercially Regis tered vehicle should be insured against Accident etc. as per rules and stat utory obligations.

12) INDEMNITY: The contractor shall at all times indemnify the Railway Ad ministration against all claims which may arise due to accident or otherwi se or due to the breach of the terms and conditions mentioned herein and / owing to any sort of act of commission on the part of the contract during the currency of this contract.

13) That the contractor agrees to indemnify the Railway Administration aga inst all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accid ent under the workmen’s compensation Act. VIII of 1923 and the Railway Administration will be entitled to deduct from any sum of money due or pa yable to the contractor the amount of compensation thus payable, under t he terms of section 12 of the said Act. Together with all or any cost incurr ed by the Railway Administration in such connection and the contractor fu rther agrees that the decision of the Engineer-in-charge with respect to th e amount of such indemnity shall be accepted by him finally.

14) Railway in no case is responsible for any legal matter arising due to Sta te/Central Govt. laws in matter of employment of driver by own of the Co mmercially Registered vehicle or in respect of any other matter.

15) All other charges of Central Govt./State Govt./any other authority, if an y, are borne by the successful tenderer.

16) Model of Commercially Registered vehicle to be supplied will be as per Tender Notice.

17) Quantities provided in the schedule are likely to vary by 25% on either side.

18) The road Commercially Registered vehicle should be in good condition.

19) Seats of the Commercially Registered vehicle must have white cloth co vers, which must be washed regularly.

20) Driver must always carry his Driving license.

21) Driver must always wear proper uniform and should be clean condition.

22) The Commercially Registered vehicle provided will be solely for the use of railway officials and cannot be used by the contractor or any other purp ose/commercial use.

23) "**S.E.RAILWAY ON DUTY**" board should be fixed on the Commercially Registered vehicle prominently.

24) Documents to be submitted by the contractor before execution of agree ment

(i) Valid driving license of the driver.

(ii) Valid insurance papers covering 3rd party against accident etc. as per rules and statutory obligations.

(iii) Valid registration of the vehicle under commercial category.

(iv) Fitness certificate of the vehicle being provided.

(v) Valid Pollution under Control Certificate.

25) It is the responsibility of the contractor for validation/revalidation of the certificates mentioned above during the currency of the contract.

26) The contractor shall maintain proper communication with the vehicle us ers regularly. He shall also advise them some contact phone numbers wh ere they can contact the contractor or his responsible representative withi n 24 hours to pass on any message or information during as well as outsid e office hours.

27) In case of unsatisfactory service day to day of the following reasons, a d eduction of the flat rate of Rs.5000/- per day shall be made. (i) Vehicle n ot properly maintained and kept up e.g. interior and or exteriors not clean ed, body condition not proper, interior not well furnished, vehicle equipme nts or accessories not functioning properly. (ii) Vehicle not displaying, Gov t. of India on Duty board on front and rear. (iii) Driver not having mobile p hone in working condition.

28) Vehicle supplied by agency without fuel will be treated as absent for tha t day. Rs.5,000/- per day penalty will impose in no fuel situation. Driver sh ould keep record of fueling being done. It must be ensured that vehicle sh ould reach to officer/staff only with full fueling condition, driver should not carry the officer/staff on any fueling station for fueling of vehicle. A penalt y of Rs.5,000/- per occasion will be recovered if driver will carry the vehicl e to any fuel station for fueling purpose.

29) No extra payment shall be made on account of increase/decrease in the rate of Fuel, lubricants, labour wages or any other taxes etc. No extra pay ment shall be made for use of vehicle on holidays and Sundays.

30) Railway reserves the right to decrease/increase the number of hired veh icle at any time during currency of contract.

31) In case the vehicle is detained out of station overnight, the railway will p rovide no accommodation & no night duty allowance nor any compensati on orwhatsoever for driver and contractor.

32) No alteration is allowed in the agreement unless entered through subsid iary agreement signed by both the parties.

33) Any claim, compensation arising out of any accident/injury to any perso n/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 cont ractor etc. shall be dealt by contractor himself at his own cost. Railway wil l not bear any liability on any account.

34) The contractor shall ensure that all the meters particularly the Milomete r/Speedometer and other devices of vehicle are always in working conditi on. In case of any defect, the contractor at his own cost may rectify the sa me. For the interim period the contractor shall arrange another vehicle so that the Railway's work does not get hampered.

35) The contractor shall provide a spare wheel and necessary tools in good working condition.

36) In the event of the breakdown of the vehicle en-route, the cost and resp onsibility of transporting the incumbent of the vehicle to his destination s

hall be borne by the contractor.

37) First Aid Box with all necessary consumable items should be made avail ableall the time by the Contractor and periodically he/they should inspect andrecoup the same and necessary entry should also made in Log Book. T he drivers and passengers safety belts should also be provide by the cont ractors. Damaged, broken and over aged belt should also be replaced by the contractor.

38) The tenderer / contractor should submit the certificate regarding the calibration of Speedometer, as and when demanded by the concerned offi cer using the vehicle.

39) Availability of mobile phones with the vehicle drivers is compulsory. Mob ile should be complete with live SIM Card & Driver must respond to the ph one as and when called by the controlling officer even at night in case of urgency. The cost of the same will be borne by the contractor and for whi ch no extra payment is payable by the Railway.

40) Frequent change of driver is not acceptable. Prior intimation to executiv e before changing of driver is mandatory. At least 3 days before change o f driver, intimation is required to competent authority.

41) The driver of every vehicle must deposit any proof of identity like Voter card/Adhaar card etc. as an original copy till completion of contract. It will return to concerned drivers after completion of currency of contract.

42) Cost of FASTags/Night charges/Octroi/Toll Tax/ Parking Charges/Driver a llowances or any other charges shall be borne by the service provider. No extra charges will be payable other than finalised contract rate. Mandator y FASTags experience shall be borne by the service provider, Railway will not bear any such type of cost. Non-compliance of this condition a penalty of Rs.5,000/- per occasion will be imposed.

43) Firm must submit vehicle details for the tendered vehicle within 15 days after issuance of Purchase Order.

44) Monthly salary payment to all the drivers must be paid through online. N ecessary documents for payment/receipt like RTGS/UPI/Pass book etc. to be submitted along with logbook. Any delay beyond monthly cycle for driv ers salary payment, per day penalty of **Rs.5,000/-** will be recovered till th

e date ofsalary payment. This will be applicable to all the driver.

45) Minimum wages must be paid to all the driver else penalty of ₹25,000/-p er month per driver will be recovered.

46) The driver should have the valid driving license and Commercially Registered vehicle should be insured against Accident etc. as per rules an d statutory obligations.

47) The bidder must arrange provident fund & ESIC registration for all the dr ivers. The deduction of provident fund & ESIC need to be provide during t he passing of bill.

48) Availability of mobile phones with the vehicle drivers is compulsory. Mob ile should be complete with live SIM Card & Driver must response the pho ne as and when called by the controlling officer even at night in case of ur gency. The cost of the same will be borne by the contractor and for which no extra payment is payable by the Railway. Non-compliance of this condi tion a penalty of Rs.5,000/- per day will be imposed.

49) No sub-contracting shall be allowed in any case. Vehicles should be in th e name of the bidder and no subletting would be permitted.

50) All hired vehicles should be equipped with prescribed emergency kit and a fire extinguisher as per statutory provision.

51) The contractor shall bear the cost of repair or renewal of any kind of Railw ay properties if dam aged by driver’s negligence in rough driving, careles sness. In regard to assessment of such lo ss on account of damages, the d ecision of the officer for whom vehicle is hired or his representative will be considered as final and binding on the contractors.

52) **Special Condition of Contract for any financial documents attest ed/certified by CA:** -The balance sheet and all other financial document s attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference. (Authority: CE's letter No.- CE/G/Arb& Cont. Mgt./Tender Circular/Pt.1/317, Dated: 11:03.2025)

53) All other terms and conditions of the contract for Hiring or vehicles, which are not specified under Additional terms and conditions (ATC), will be gov erned by service level agreement (SLA) for monthly basis cab & taxi hirin g services of GeM portal.

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---