

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-06-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	Northern Railway
कार्यालय का नाम/Office Name	Northern Railway
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 1200 km x 208 hours; Outstation 24*7
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)	8 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 मेन् 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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1639164
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	32800

**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 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.

**लाभार्थी /Beneficiary :**

Sr. Divisional Finance Manager, Firozpur  
Northern Railway, Ministry of Railways  
(Sr. Dfm/fzr)

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:**[1778241322.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - MUV; 1200 Km X 208 Hours; Outstation 24\*7 ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon , Mahindra Imperio
Usage Variant	1200 km x 208 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2025 , 2024 , 2023
Km Travelled	Upto 50,000 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

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	Navalpreet Kaur	152001,Office of the SrDMM	3	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 12</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**

**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**

- 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.

### 4. **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

### 5. **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.

### 6. **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.

### 7. **Forms of EMD and PBG**

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

Sr.DFM/FZR  
payable at  
Firozpur

. 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.

#### 8. **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/FZR

. 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

#### 9. **Forms of EMD and PBG**

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

Sr. DFM/FZR

payable at  
Firozpur

. 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.

#### 10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Sr. DFM/FZR

payable at  
Firozpur

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 11. **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

Sr. DFM/FZR

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.

#### 12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **SCOPE OF WORK**

**Name of the Work- Hiring of Three Multi Utility Vehicles for day to day works for SSE/W/ML/ASR, SSE/W/WS/ASR & SSE/P.WAY/ASR in the jurisdiction of ADEN-I/ASR for the period of one year.**

## **ELIGIBILITY CRITERIA:**

### **System of Verification of Bidder's Credentials:**

The Tenderer shall submit a certificate stating that they are not liable to be disqualified and all their statements / documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-2. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the Bidder to identify state and submit the supporting documents duly self- attested by which they/he is qualifying the Qualifying criteria mentioned in Bid document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of bidder as far as his qualification for the bidder is concerned.

Railway reserves the right to verify all statements, information and documents submitted by bidder in his bid offer, and bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification , by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway hereunder.

In case of any wrong information submitted by bidder, the contract shall be terminated, Performance Guarantee and security Deposit of contract forfeited and agency barred for doing business on entire Indian Railways for 05 Years.

**Ref: 1) RB letter no. 2017/Trans/01/Policy Dated 08.02.2018**

**2) RB letter no. 2018/Trans. Cell/S&T/NIT Period Dated 24.10.2018**

### **NOTE-**

**This tender shall be governed as per the Indian Railways General Condition of Contract for services- 2018 only (Reference SOP, Notes for item 5(A)-(i), S.no. 11-For Service Contracts GCC for Services shall be followed)** as amended/corrected upto latest Correction Slips applicable upto the date of opening of tender and as well as other terms and conditions of contract as mentioned in this tender. All uploaded information (Instructions, GCC, Schedule, Other terms and conditions, Penalties etc to be read in conjunction with each other)

**In case, any contradiction arises between GeM SLA and Indian Railways General Condition of Contract for services- 2018 as amended/corrected upto latest Correction Slips applicable upto the date of opening of tender than later will prevail.**

### **Multiple L1 in the Bid-**

**In case of multiple L1 bidders in the Bid, the evaluation will be done by randomly selecting one of the L1 bidders using the 'Run L1' option in GeM.**

*"In case of multiple L1 bidders against a service bid, the buyer will have to use 'Run L1 selection' feature wherein the system would randomly identify a L1 seller. It works on pseudorandom number generator algorithms which is the system generator based on linear congruential algorithm.*

*The system selected L1 bidder is required to confirm within 72 hours whether he is willing to execute the contract. If he says "No" or does not reply, system will enable Re-Run L1. This process will continue till the system selected L1 bidder confirms the willingness for execution of contract. Suitable action is taken against the defaulter bidders as per the Incident Management Policy of GeM."*

**Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder within 30 (thirty)days from the date of issue of Letter of Acceptance (LOA).**

Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31\* day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work. In case 60" day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

**NOTE- Contradiction of Eligibility criteria b/w GeM and GCC Service- 2018**

<b>Eligibility Criteria</b>		
	<b>Not Valid in this Bid (GeM Eligibility Criteria)</b>	<b>Valid in this Bid (GCC Service-2018 Eligibility Criteria)</b>
<b>1</b>	<p><b>Technical Eligibility Criteria-</b></p> <p>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.</p> <p>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.</p>	<p><b>Technical Eligibility Criteria-</b></p> <p>The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year upto 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 includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.</p> <p>Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 100 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</p>

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**Financial Eligibility Criteria-**

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 criterion.

**Financial Eligibility Criteria-**

The Bidders will be qualified only if they have minimum financial capabilities as below -

**(i) T1- Financial Turnover:** - 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.

**(ii) T2- Liquidity:** -The bidder 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 a chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with the bid.

Banking reference should contain in clear terms the amount that the 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 Assts (as seen from the Balance Sheets) 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

**Experience Criteria:-**

**Minimum Criteria**

**Work Experience:** The bidder should have satisfactorily completed\* in the last three previous financial years and the current financial year upto 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 includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

\*\*Similar service contract means any contract that is specified by the competent authority.

**Similar item/service means “The bidder should have experience in carrying out work of Hiring of vehicles (except Trucks & Trailers)/transportation of men/materials under Railways/Metro/Air Lines/PSU/Other Govt./Semi Govt. Agencies.”**

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 100 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.

**Financial Standing:** The Bidders will be qualified only if they have minimum financial capabilities as below -

**T1- Financial Turnover:** The bidder should have an annual 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.

**T2-Liquidity:** The bidder 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 her 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 the Balance Sheets) 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.

### **LIST OF CLAUSES (AS APPLICABLE) & DOCUMENTS MUST BE UPLOADED WITH THE OFFER**

#### **(For guidance to Bidder):**

Tenderer must upload following documents along with their offer, as per applicability:

<b>S. No</b>	<b>Document / Detail</b>	<b>Required in the form</b>
<b>1.</b>	<b>Constitution of Firm:</b>	
1a	In case of Sole Proprietor Concern	An Affidavit on Non-Judicial Stamp Paper (NJSP) certifying the Sole Proprietorship of the firm.
1b	In case of Partnership Firm / Concern	Registered / Notarized certified copy of the Partnership Deed.

		Power of Attorney duly authorizing one or more of the partners of the firm or any other persons (s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the Agreement, witness measurement, sign measurement books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign "No Claim certificate", refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts or said Bid/contract.
1c	In case of Company	The bidder shall submit the copy of the AOA & MOA (Article of Association & Memorandum of Association) of the Company, along with incorporation certificate. Power of Attorney duly registered / notarized by the Company backed by copy of the resolution of Board of Directors in favor of the individual signing the Bid on behalf of the Company.
1h	In case of Registered Society or Registered Trust	Self-attested copy of the certificate of registration; Self-attested copy of Deed of formation; and Notarized copy of Power of Attorney in favour of the individual signing the tender documents

**CHECK LIST FOR DOCUMENTS TO BE UPLOADED DULY FILLED AND SELF ATTESTED BY THE BIDDER ALONG WITH BID (FOR GUIDANCE TO BIDDER):**

<b>Constitution of Firm</b>	<b>Summarily Rejected</b>
<b>Annexure-1</b> Undertaking for Eligible Applicant	<b>Summarily Rejected</b>
<b>Annexure-2</b> Certificate by the bidder for system of Verification	<b>Summarily Rejected</b>
<b>Annexure-3</b> Undertaking Regarding Employment / Partnership of Retired Railway Employees	<b>Summarily Rejected</b>
<b>Annexure-4</b> Bank Detail / RTGS	Liable to be Rejected
<b>Annexure-5</b> Undertaking for reading the special notes / notes mentioned in tender documents	Liable to be Rejected
<b>Experience Criteria</b>	<b>Summarily Rejected</b>

<b>Financial Standing-</b> Financial Turnover & Liquidity	<b>Summarily Rejected</b>
<b>PAN Certificate</b>	Liabile to be Rejected
<b>GST Certificate</b>	Liabile to be Rejected

**NOTE- Complete Scope of Work is attached as a pdf in this Bid document**

Bidder shall ensure regarding financial bid compatible with all statutory laws and provisions. The financial quote of bidder should be sufficient to cover the statutory requirements of minimum wages, EPF, ESI, GST of each individual schedule/activity. **In-case of non-compliance, the offer shall be summarily rejected.**

## **SPECIAL CONDITIONS**

### **Generic Conditions**

Bidders are advised to check applicable GST on their own before quoting. GST reimbursement will be as per actuals or as per applicability.

In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, railway shall hire a similar type of vehicle at its discretion from other sources at the risk and expenses of the contractor at the prevailing market rate. Since the requirements are on a day-to-day basis, normal procedure for risk and expense hiring cannot be adhered to, hence in such circumstance's railway shall hire a vehicle when vehicle is not supplied by the contractor. Such hiring from the alternate sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring. Expenses incurred on such hiring shall be recovered from the security deposit and or monthly bills of the contractor.

### **Special Terms and conditions of contract**

1. Bidders are advised to check applicable GST on their own before quoting. GST reimbursement will be as per actuals or as per applicability.
2. In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, railway shall hire similar type of vehicle at its discretion from other sources at the risk and expenses of the contractor at the prevailing market rate. Since the requirements are on day-to-day basis, normal procedure for risk and expense hiring cannot be adhered to, hence in such circumstance's railway shall hire vehicle when vehicle is not supplied by the contractor. Such hiring from the alternate sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring. Expenses incurred on such hiring shall be recovered from the security deposit and or monthly bills of the contractor.

## **SPECIAL TERMS AND CONDITIONS OF CONTRACT :-**

1. Buyer i.e. **Sr. DEN-III/FZR** will be the nominated engineer for coordination and execution of work. In case official/officer using the vehicle is not available in division or on-leave then concerned driver along with vehicle must report to Buyer i.e. **Sr. DEN-III/FZR** or his nominated offices.
2. Buyer i.e. **Sr. DEN-III/FZR** or nominated engineer will inform the delivery schedule of each vehicle required under the work. Railway may call all the vehicles (as mentioned in schedule) at any given point of time during the currency of contract. The Tenderer shall be required to provide as many vehicles as may be required by this Office as per schedule.
3. The drivers must observe all etiquette and protocol while performing the duty. Driver must be neatly dressed, should wear proper uniform to be decided by the Railway Administration for which no extra payment will be provided.
4. The vehicle is generally hired for fixed running of **1200 KM per month** (i.e. Per Vehicle -Month). However, for extra running of vehicle payment will be made as per Service Level Agreement (S.L.A) clauses as mentioned in **Scope of Services, clause-4, sub-para 'Add ons' (2.1-Extra per KM charges)**.
5. The awarded rates will be all inclusive i.e. Fuel cost, Manpower cost, Insurance cost, maintenance, Toll charges, Octroi, Parking charges cost including direct and indirect taxes and any other direct and indirect expenses. No extra payment shall be payable under the contract like night duty charges, maintenance charges, insurance charges, Octroi, toll tax etc except the monthly agreed rate inclusive of all type of taxes.
6. All special terms and conditions embodied in tender agreement shall be binding for execution of the contract. Further in case of any dispute arising out of or in connection with the said contract either during subsistence of the contract or thereafter, arbitration will be carried out as per Service Level Agreement (S.L.A). If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of **Firozpur (Punjab)** only.
7. Condition of Vehicle Contractor shall supply mechanically sound and decently maintained vehicle in neat and clean, good and perfect condition with white seat covers. Upholstery, decor, matting, curtains, seat covers, paint, lights and all other accessories of vehicle provided are to be in excellent condition at all the time. Railway shall have right to reject the vehicle if not found suitable.
8. The colour of vehicle shall preferably be white (**MUVs**). The hiring of vehicles is initially for an initially period of **Twelve Months (1 year)** (may be extended further up to a maximum of **25%**, based on satisfactory performance) from the date of contract or effective date. The period of contract may be curtailed or extended depending upon the performance of the agency and requirement of the Institute. The Vehicle should run with any type of fuel.
9. The vehicles are required for **24X7** on Vehicle-Month basis. However, working hours will be limited to a minimum of 10:00 Hrs (i.e. 09:00 Hrs to 19:00 Hrs) on vary day. In case of the absence of the driver, the agency must provide the substitute. If the agency fails to provide the substitute of Driver/vehicle, a penalty shall be imposed.
10. Whenever Service Level Agreement (S.L.A) & Bid specific terms & condition are in contradiction, Bid specific conditions shall prevail.

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---