

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	03-03-2026 17:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	03-03-2026 17:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	60 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Railways
<b>विभाग का नाम/Department Name</b>	Indian Railways
<b>संगठन का नाम/Organisation Name</b>	Southern Railway
<b>कार्यालय का नाम/Office Name</b>	Southern Railway
<b>वस्तु श्रेणी /Item Category</b>	Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km x 364 hours; Outstation 24*7
<b>अनुबंध अवधि /Contract Period</b>	2 Year(s) 1 Day(s)
<b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	25 Lakh (s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	2 Year (s)
<b>इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required</b>	Yes
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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। / <b>Minimum number of bids required to disable automatic bid extension</b>	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	2
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
लागू आरसीएम/ <b>RCM Applicable</b>	Yes
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	1673760
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/ <b>Advisory Bank</b>	State Bank of India
ईएमडी राशि/ <b>EMD Amount</b>	33480

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/ <b>Advisory Bank</b>	State Bank of India
ईपीबीजी प्रतिशत (%) / <b>ePBG Percentage(%)</b>	5.00
ईपीबीजी की आवश्यक अवधि (माह) / <b>Duration of ePBG required (Months).</b>	30

(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 :**

Senior Divisional finance manager,Trichy  
Southern Railway, Indian Railways, Southern Railway, Ministry of Railways  
(Sr.dfm/tpj)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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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. 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.

4. 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.

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

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

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

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller,

seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1**

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1**

**Minimum years (up to 5 years) of experience in related field:2**

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1**

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:1**

**Geographic Presence in States:**Tamil Nadu

**Scope of Work:**[1770720300.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - SUV; 3000 Km X 364 Hours; Outstation 24\*7 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Maruti Suzuki XL6 , Mahindra Bolero , Mahindra Marazzo , KIA Carens , Mahindra Bolero Neo , Toyota Rumion
Usage Variant	3000 Km x 364 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

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

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

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	S. Mahesh Kumar	620004,OFFICE OF THE SR DIVISIONAL SAFETY OFFICER Tirchurapalli, Tiruchirapalli railway station Divisional railway manager complex	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 24</li> </ul>

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

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. 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.

##### 3. 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/TPJ

. 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

##### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**The tenderer shall upload an acknowledgement confirming acceptance of the following Additional Terms and**

**d Conditions as part of the bid submission on GeM.**

**ADDITIONAL TERMS AND CONDITIONS**

(1) The hiring charge under this contract for Hiring of One Private Non-AC Road vehicle - SUV with 3000 km per month-Outstation-24X7 for the use of Safety Control of the Division on round-the-clock basis in two shifts with two drivers for a period of two years. The charges shall be inclusive of cost of fuel, cost of vehicle consumables such as lubrication oil, cost of spares and maintenance charges, insurance, road taxes and incidental charges such as full coverage of insurance fee etc., The charges shall also be inclusive of cost of all labour including driver salary, batta, travelling allowance, overtime allowance, night halt charges / hire charges and toll charges and entry taxes including GST etc. The kilometre shall be reckoned on monthly average basis i.e any excess run beyond 3000 kms per month will be adjusted against the shortfall in any month(s) over the two year contract in which period the total utilization of the vehicle should be a maximum of 72000 Kms.

(2) The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- a) General terms and conditions for Services;
- b) Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service
- c) BID specific ATC

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions

(3) The GeM usage variant of this work is as follows : Category Name

: Monthly Basis Cab & Taxi Hiring Services, Vehicle Type

: SUV,

Usage Variant : 3000 km per month, Type of

service : Outstation 24 X 7,

Year of Vehicle Model: 2024 or latest,

Type of car : Maruti Suzuki Ertiga / Mahindra Scorpio / Maruti Suzuki XL6 / Mahindra Bolero / Mahindra Bolero Neo/ Toyota Rumion/Kia Carens

A/C Requirement : Non-A/C

Km Travelled : Upto 50,000 Kms

(4) The vehicle must have tourist permit to ply in Tamilnadu and Puducherry (including Karaikal). The vehicle must have proper insurance cover and pollution control certificate. The contractor is responsible for keeping the RC Book, fitness certificate, road tax receipt, tourist permit, insurance and pollution control certificate and any other statutory requirement, valid and available with the vehicle, throughout the contract period.

(5) The vehicle shall be in good working condition, neat and tidy to the satisfaction of the officer-in-charge and the vehicle must be capable of working in difficult terrains including kutcha / ghat / hilly roads and country roads.

(6) Boards or stickers with good visibility, indicating 'ON RAILWAY DUTY' shall be placed in front and rear of the vehicle on contractor's cost and the board shall be removed whenever the vehicle is taken by the contractor for other purposes such as maintenance and repair.

(7) A carrier should be fitted on the top of the vehicle in order to transport safety related materials like banners, posters etc.

**(8) The vehicle must be owned or lease owned by the tenderer. If the vehicle is owned by the tenderer, the tenderer must upload along with the tender document, the copy of proof of ownership such as R.C. Book, fitness certificate, road tax receipt and permit or if the vehicle is lease owned, the tenderer must upload along with the tender document the copy of proof of ownership as mentioned above for the actual owner and the lease agreement made with the actual owner with conditions of**

**assuring availability of vehicle for Railway's use uninterruptedly for the entire period of the contract.**

(9) Movement of the vehicle will be reckoned from Divisional Office Complex /Tiruchchirappalli to various locations and return.

(10) The vehicle may be utilised for the purposes of Railways throughout the jurisdiction of Southern Railway.

(11) The safety of the vehicle is the contractor's responsibility.

**(12) The Railway does not take any responsibility in respect of any compensation/claim or any charges on account of any accidents or mishaps or violation of rules involving the vehicle or the driver. In case of theft(s) or accident(s), railways shall not take up any responsibility or role in dealing case with police and insurance authorities. The contractor shall take responsibility in such cases.**

(13) The contractor shall maintain a log book in which he has to make daily entries(ie. starting Km reading, ending Km reading, starting time and ending time, every day & every trip) and ensure that both the driver and the concerned officer in-charge have signed against the particular day in the log book.

A model format for a log book is given below:

**LOG BOOK/TRIP SHEET**

**Vehicle No:**

Date	Meter (km) Reading		Total KM	Time		Place		Purpose	Signature	
	Opening	Closing		From	To	From	To		Driver	Railway

(14) Daily or periodical maintenance of the vehicle shall be planned so as not to affect the working of the Railway officials, using it. In case there is any failure of the vehicle, immediate alternative arrangement has to be made for replacing the same with similar vehicle, failing which penalty (as per GeM conditions) including charges which Railway may incur will be imposed.

**(15) Penalty Clause :**

Penalty Clause as applicable as per GeM conditions viz., Service Level Agreement for Monthly Basis Cab & Taxi Hiring Services (SLA).

(16) The vehicles should be available at the nominated place, i.e DRM Complex or any places instructed in the beginning of every day with full capacity of fuel/engine oil etc. and

extra storage if necessary for the full day consumption so that the vehicle should not go to any fuel station for filling in between running as far as possible.

(17) The contract period is Two years from the date of reporting with vehicle to concerned officials of Safety Branch. However if the vehicle is not required by the Railways, notice will be given three days in advance to stop the vehicle. Railway has the liberty to discontinue the contract without assigning any reason.

(18) The contractor has to make available all the tools and plants required for maintenance of the vehicle.

(19) The contractor has to make his own arrangements for storing and securing the materials proposed to be utilised by him as well as the Railway materials loaded in the vehicle. The Railways will not take any

responsibility for the loss of contractor's materials.

(20) The contractor should furnish two sets of copies of RC Book, fitness certificate, road tax receipt, tourist permit, insurance, pollution control certificate, driver's valid LMV driving license with badge to the concerned officials of Safety Branch. The contractor shall also furnish the particulars of the driver such as his mobile number and temporary and permanent addresses and the contractor shall bring the originals of the above documents for verification for once if the contract is finalised.

**(21) Under normal circumstances once a vehicle and a driver are nominated for this contract, they should not be changed as long as possible and however in any unavoidable situation in which it is required to change the vehicle or the driver, it shall be done with the prior permission of concerned officials of Safety Branch and alternate vehicle or driver are bound to be meeting all the conditions mentioned herewith.**

(22) The vehicle shall be driven by Contractor's representative. (Herein after called the driver).

(23) Definition of Driver: The driver of the vehicle shall have to act as the representative of the contractor. Daily vehicle log book shall be signed by the driver on behalf of the contractor. Driver have to obey and acknowledge all the instructions given by the Railway in-charge of the vehicle and the contractor shall have to nominate a person who can act as contractor's representative on day to day operation of vehicle as driver. The Contractor should issue a photo identity card to the driver.

(24) The driver must possess valid LMV driving license with badge for operating the vehicle throughout the contract period and he must also possess a photo identity card provided by the contractor.

(25) The driver is expected to wear white shirt / jacket during Senior Railway official's inspection preferably.

(26) The contractor shall make his own arrangements for the accommodation of the driver.

**(27) It is desirable to have the residence of the driver and parking of vehicle should be nearest to the Tiruchchirappalli Junction.**

(28) The driver must be neatly dressed and should not consume drugs / alcoholic drinks while on duty and should be polite in behaviour and the driver should be provided with

adequate cash by the contractor to carry out any minor repairs of any emergent nature so that user's time is not wasted on account of such repairs.

(29) The driver must be in possession of a mobile phone throughout the period of contract.

(30) The tenderer will be responsible for the safety, medical care and other facilities of the drivers who should be fully licensed to operate the vehicle under hire.

(31) The Railway does not take any responsibility on the actions of the driver.

(32) During the absence of the nominated driver, for any reason on a day in which the vehicle is required to be operated, alternative driver should be made available before the original driver leaves the vehicles.

**(33) The quantities of work indicated in the enclosed schedule are only approximate and is subject to variation. Senior Divisional Safety Officer, Tiruchchirappalli will have the powers to increase/decrease the quantity of work as per GeM conditions (SLA).**

(34) All expenses with regard to the vehicle and driver such as running fuel, Engine lubricating oil, Brake oil, consumables, spares, repair cost, road tax, insurance premium, any other miscellaneous expenses such as toll charges, parking

g charges and entry taxes etc used for the vehicle and other expenses connected to the vehicle's operation shall be borne by the contractor and there will not be any reimbursed in these regard to the contractor by Railways.

(35) Price variation will not be accepted under any circumstances under the contract period. The contractor shall take care of the probable price variations on fuel and other related items while quoting the rates. The contractor is not permitted to change rates quoted by him or her during the contract period under any circumstances such as increase in petrol/diesel/lubricating oil or for any other reasons what so ever.

**(36) If the vehicle is not required by the Railway official for a day / days, it will be informed in advanced to the contractor or his representative Viz. driver and the rate arrived by prorating the monthly charge to one day will be deducted from the bill for each day of non- provision of vehicle.**

(37) Payment: The payment will be made as per GeM conditions on monthly or bi- monthly basis, for the number of days of operation of vehicle during the billing period. The contractor shall submit his claim for the preceding month or months, giving full details of daily movement along with copies of log sheets / trip sheets duly signed by the driver and official in- charge. Payment will be done as follows :

a. Payment will be made "On Account" as per running bills of contract, once in a month or bi-monthly for the quantity of actual operation of the vehicle.

b. Bills shall be prepared by the contractor in the prescribed format which can be obtained from the Office of the Senior Divisional Safety Officer, Safety Branch, Southern Railway, Tiruchchirappalli, submitted to the above office and it will be processed by this office.

c. As payment is based on actual trips/days worked, it is the responsibility of the contractor to maintain the trip sheet in the prescribed format and it should be submitted along with the bill prepared by the contractor for payment.

d. The payment shall be arranged after submission of the following documents by the firm to the above office.

i. Bills along with Trip sheets/log book duly signed by the contractor or his authorised representative and certified by the Railway Official.

ii. A copy of valid fitness certificate, road tax receipt, permit, insurance, pollution control certificate, driver's driving license and RC Book - For first bill and before subsequent bills whenever the vehicle or driver is changed (with approval from the Sr.DSO/TPJ) and whenever there is change in status of any of the above documents.

iii. Payment to the contract labourers should be made through bank and proof of salary paid to them duly ensuring the latest minimum wages, should be submitted along with the bill.

iv. The contractor should upload the wage payment particulars made to their contract labour engaged in this contract on Shramik kalyan portal on monthly basis. The uploaded details on the Shramik kalyan portal, for the bills claiming periods also to be submitted along with each bill.

e. The contractor shall submit the bills in triplicate to the Office of the Senior Divisional Safety Officer, Tiruchchirappalli Division, Southern Railway for the work done during the period for payment by Senior Divisional Finance Manager through NEFT mode.

(38) Any taxes and duties as instructed by Government of India from time to time will be deducted from the bill.

(39) The tenderer shall submit copies of PAN card, TIN Certificates, GST registration certificate and NEFT mandate certificate for the contractor's bank account, certified by the bank official concerned along with a cancelled cheque leaf and photo copy of the pass book's first page of the particular account.

- (40) If the vehicle is not required by the Railway, notice will be given three days in advance to stop the vehicle. Railway has the liberty to discontinue the contract without assigning any reason.
- (41) Indemnity By Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same.
- (42) The contractor shall adhere to the Labour Rules, Workmen Compensation Act, Payment of Minimum Wages Act and other Labour Legislations.
- (43) Payment to Drivers to be made through Bank (NEFT) / Cheque.
- (44) Necessary steps should be taken to deduct Provident Fund from the payment made to the Driver and ensure that the same is credited to their EPF account.
- (45) The rate quoted by the tenderer for all the schedule items shall inclusive of all the charges Viz. fuel, lubricants, repairs, maintenance charges, Salary, DA, EPF, ESI, Bonus, other allowances for driver, Toll charges and GST as mentioned in the schedule.
- (46) This contract shall be governed in all respects by the prevailing laws in India and Governed by General and Special conditions of contract of Indian Railways.
- (47) Contract value: The rates and values quoted shall be inclusive of all taxes, GST and duties etc. The accepted contract value must be firm till the completion of works. Income Tax, GST/other taxes, if any, as applicable will be deducted from Contractor's bill at the percentage notified by the government.
- (48) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender form are adequate and all-inclusive for the completion of works to the entire satisfaction of the Engineer.
- (49) Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act. In order to ensure the same, an application has been developed and hosted on website, '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in Public domain.
- (50) In all matters of dispute, the decision of the Divisional Railway Manager(Safety), Tiruchchirappalli, Southern Railway will be final.
- (51) If any tenderer desires, prior to tendering to inspect the site/location he may do so by arrangement with Sr.DSO, Tiruchchirappalli, Southern Railway. Any further information required regarding the tender may be obtained from him or representative of the tendering firm will be granted an interview for discussing matters connected with the tender.
- (52) The contractor shall be responsible for all damage to property and for any injury or loss caused to the work or workman, to person animals or things in the course of the work / service carried out by or under direction of the contractor or his agents.
- (53) Divisional Railway Manager (Safety) of Tiruchchirappalli Division of Southern Railway may make any changes in Terms and Conditions of the contract during the currency of the contract with the agreement of the Contractor.
- (54) Necessary conservancy cess charges as applicable, if any, will be recovered from contractor's bills.
- (55) The maximum monthly package kilometre for the vehicle shall be reckoned on overall monthly average basis, i.e km run will be reckoned on overall average upto cumulative running of "3000 km X Actual No. of months of operation\*" which means the km run excess or shortage of 3000 km in a month will be adjusted in other months cumulative

tively. The charges for extra kilometre will be paid during the final bill only for cumulative kilometres utilised beyond 72 000 km, as follows :

Total extra Kilometer running charge = (No. of cumulative kilometers utilized beyond

72000 km for the period of Two years/ 24 Months) X (Monthly package cost / 3000 Km) X 0.2

\* Actual No. of months of operation will be calculated by dividing the actual number of days of availing the vehicle during the entire contract period by 30, duly deducting the number of days in which the vehicle is not provided or not availed.

**(56) Performance guarantee at a rate of 5% of the contractual value shall be deposited as per GeM Conditions by the successful Tenderer.**

## 5. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 6. 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/TPJ

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.

## 7. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

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

---धन्यवाद/Thank You---