

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 11:30:00
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	Southern Railway
कार्यालय का नाम/Office Name	Southern Railway
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 km x 360 hours; Outstation
अनुबंध अवधि /Contract Period	2 Year(s)
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	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन्ू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1488000
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	29760

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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Sr.DFM/TPJ
DRM's Office Complex, Tiruchchirapalli Junction, Southern Railway.Pin-620001
(Senior Divisional Finance Manager)

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. 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.

2. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in States:Tamil Nadu

Scope of Work:[1770700438.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 Km X 360 Hours; Outstation (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon Yodha , Isuzu S-Cab
Usage Variant	2000 km x 360 hours

विवरण/ Specification	मूल्य/ Values
Type of Service	Outstation
Year of Vehicle Model	2022 , 2023 , 2024 , 2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Diesel
एडऑन /Addon(s)	

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Shreekanth	620001,Office of the Sr.Section Engineer (C&W) Tiruchirappalli Goods yard Southern Railway Pin: 620001	1	<ul style="list-style-type: none"> 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: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

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

3. Generic

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

4. 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.

5. Service & Support

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

6. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

7. Certificates

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

8. 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.

9. Forms of EMD and PBG

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

Senior Divisional Finance Manager/Tiruchchirappalli
payable at
Sr.DFM/TPJ, DRM Office Complex, Tiruchchirappalli - 620 001

. 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.

10. 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

Senior Divisional Finance Manager/Tiruchchirappalli
. 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

11. 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

Senior Divisional Finance Manager/Tiruchchirappalli
payable at
Sr.DFM/TPJ, DRM Office Complex, Tiruchchirappalli - 620 001

. 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.

12. 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

Senior Divisional Finance Manager/Tiruchchirappalli

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.

13. 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

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Scope of Work and Terms & Conditions

- 1.0 Name of the work:** "Hiring of one private Non-AC MUV of model 2022 or latest for the use of TPGY Depot, Tiruchchirappalli Division for a period of two years."
- 1.1. Hiring of vehicle for TPGY depot - MUV to be made available for 12 hrs per day to run maximum 65 kms per day (2000km X 360 Hrs monthly package).
 - 1.2. Duty hours will commence and end at the respective Depot/office from where the vehicle is started.
 - 1.3. The Rates quoted should be inclusive of the cost of fuel, salary of driver including allowances, Bata, overtime and all kind of taxes as applicable and other miscellaneous expenses.
 - 1.4. The rates include escalation on account of fuel, lubricant, spare parts, etc. No subsequent revision of rates on these lines will be considered.
 - 1.5. The multi utility vehicle should have a seating minimum capacity of 4- 5 persons with Crew cab(2nd-row) facility and **the MUV make/models should be the same as per the Buyer vehicle selection make/models made in the GeM bid document.**
 - 1.6. The vehicles should have good fittings, nice interior finish and excellent road working conditions with relevant certificates like RC book, Emission certificate, Fitness Certificate (FC), Insurance, etc. The above documents should be produced on demand.
 - 1.7. The vehicles should be in good condition and must be capable of working in difficult terrains including katcha roads.
 - 1.8. The kilometrage/Timing will not be accounted for any breakdown period until alternate arrangement is made.
 - 1.9. The tenderer shall produce the number of RC books maintained. The number plates shall be in yellow having number painted in black. The vehicle should be of latest model and not earlier than 2022.
 - 1.10. The vehicle driver should be in possession of valid & current Driving license, and medically fit and sound.
 - 1.11. The tenderer/contractor must ensure the safety of the labourers and staff arranged by him while executing the work and the Railways will not be responsible for any injury/loss sustained by the contractors/staff due to any ca

tegory of accident or any other fatal accident. Any compensation of claims arising out of such accident if any to take place, the contractor shall solely and completely be responsible. The contractor shall take a note of Labour laws to be complied by him.

- 1.12. The tenderer should themselves be fully conversant with site conditions before quoting for the tender.
- 1.13. In case of any damages to Railway material during transport, the cost of the damage will be recovered from the contractor. The cost of damage will be assessed & worked out by senior section Engineer of Railways nominated for the purpose. Decision of Railways in this regard is final. Safety & security of the material while on transit is the responsibility of the contractor.
- 1.14. Contract staffs are to be provided with uniforms by the contractor and should carry ID cards approved by consignee TPGY depot.
- 1.15. The Vehicle to be parked in Railway premises at nominated place as per the instruction of SSE/C&W/TPGY.
- 1.16. Driver should not consume alcohol/narcotic/ any other prohibited drugs while on Railway duty and should be polite in behaviour.
- 1.17. At the time of applying, the tenderer should possess at least one vehicle (as per the buyer selected vehicles in GeM bid document) either own/lease in their name for which copies of RC book / lease agreement shall be uploaded along the bid.
- 1.18. The safety of the vehicle is the tenderer's responsibility.
- 1.19. The contractor will be responsible for the safety, medical care and other facilities to the driver who should be licensed to operate the vehicle under hire.
- 1.20. The driver of the vehicle should be in a position to carry out any minor repairs through local garages during emergency for which purpose they must carry adequate cash.
- 1.21. The Railway does not take any responsibility for any negligence on the part of the driver. The Railway will not be responsible for any damage or compensation in the event of any accident/damages/traffic violations. The Contractor should indemnify the Railway (As per Annexure-III) for any amount it has to pay towards damages/compensation arising out of this contract.
- 1.22. The driver of the vehicle must have communication facility to contact preferably Mobile Phone. The driver & vehicle should not be changed normally and any change should be intimated in advance.
- 1.23. Proper Log book for each vehicle indicating kilometers travelled is to be maintained by Driver and the same should be submitted at the time of billing.
- 1.24. In case of any Emergency/accident vehicle shall be arranged within 30 minutes on receiving information from authorized Railway person.
- 1.25. Duty Hours of the Driver along with the vehicle at TPGY depot is 12 Hrs per day as directed by concerned depot officials. However any shift timing changes required will be informed by the Railway authorities, accordingly the contractor has to arrange vehicles.

2.0 The following documents should be uploaded along with tender:

- 2.1. **The MUV make/models should be the same as per the Buyer vehicle selection make/models made in the GeM bid document** - List of vehicles with the documents for proof of registration of vehicles (RC book for Proof of Registration of vehicle in State of Tamil Nadu state and ownership of one vehicle or Lease agreement with owner of vehicles for one vehicle)
- 2.2. GST registration certificate.
- 2.3. PAN details.
- 2.4. Bidder details as per Annexure-I
- 2.5. Mandate form for EFT/NEFT as per Annexure-II.
- 2.6. Indemnify Railway as per Annexure -III.
- 2.7. Undertaking for Financial stability as per Annexure-IV.
- 2.8. Geographical Location of the Service Provider at Consignee state ie, Tamil Nadu (to be uploaded in the bid document named as 'Registration Certificate for Geographical Presence as required by the Buyer' only).
- 2.9. **The vehicle should have Tamil Nadu state permit, and should have an office in Tamil Nadu (TN).** Documentary evidence accepted are Valid Rental Agreement, Certificate of Incorporation of firm, GST Registration Certificate, MSE Certificates (such as UDYAM, UdyogAadhaar, NSIC), EPF Registration Certificate, ESI Registration Certificate, Telephone Bill (any of last 3 months), Electricity Bill (any of last 3 months). **The bidders not satisfying this condition will be rejected.**

3.0 PAYMENT

- 3.1. The bill/invoice shall be submitted in Railway bill form in Quadruplicate along with Measurement Book on every following period of work done, (i.e., next month) to the respective office where the vehicle is being utilized. The respective Officer/supervisor will verify, certify and forward to TPGY/ROH depot where consolidated bill for the vehicle will be certified and submitted to this office (Divisional Railway Manager (Mechanical), Southern Railway, Tiruchchirappalli Division, Tiruchchirappalli - 620001 for arranging payment.
- 3.2. Payment in full of such bills subject to audit and deductions which the Government may make in respect of any money due to it under the provisions contained in this document, shall be made to the contractor by the Senior Divisional Finance Manager, Trichy - 600 001 after the receipt of the bills by him from the Divisional Railway Manager, (Mechanical), Tiruchchirappalli Division, Tiruchchirappalli - 620 001.
- 3.3. Income tax at the rate applicable from time to time will be recovered from bills.
- 3.4. All rates quoted in the tenders shall be deemed to be inclusive of all taxes (Road tax etc at the extant rates), duties, royalties, octroi, cess etc payable by the contractor to the Govt or any public body including GST. No additional amount / Rate or claim will be entertained on this account by the Railways.
- 3.5. The rates quoted shall include cost of Fuel, lubricating oil and other required consumables, inclusive of Driver's salary, Bata, overtime allowance, night halt charges, etc.
- 3.6. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway shall deduct the applicable GST from their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned tax authority.

4.0 CONSERVANCY CHARGES:

The Conservancy Cess Charges will be deducted from the running bills as per Railway Board Letter No. F(X)/I/95/1/1 dated 7/9/21. The Conservancy Ce

ss Charges will be deducted based on average number of labour's / workmen engaged per day by the contractor for the above work.

Average No. of labours / workmen employed per day	Conservancy Cess Charges to be recovered (per month) Rs
1 to 5	159
6 to 10	312
11 to 25	785

5.0 MANDATORY COMPLIANCE OF GOVERNMENT SCHEMES:

The contractor must ensure and provide documentary evidence for the following:

- 5.1. All the workers or labour employed directly or indirectly by the contractor must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY) a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
- 5.2. All the workers or labour employed directly or indirectly by the contractor between the ages 18 – 70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. **The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.**
- 5.3. All the workers or labour employed directly or indirectly by the contractor between the ages 18 – 50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY), an insurance scheme which will be a one year cover, renewable from year to year, offering life insurance cover for death due to any reason. **The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.**
- 5.4. The contractor must submit documentary evidence to show the coverage of all his workers or labour under the above mentioned schemes at all times during the contract period on an annual basis.

6.0 WORK DIARY:

SSE/C&W/TPGY depot will open a separate Measurement Book /work diary which will give the details of the works carried out daily and it should be jointly certified by both Senior Section Engineer of the depot concerned/ Officers concerned and contractor's representative daily. The extracts of this book will form part of the monthly bill for verification. Additional records/register s if any should also be maintained and the details recorded as per the directions of Senior Divisional Mechanical Engineer or their representatives.

7.0 INSPECTION REGISTERS:

The contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all times. Records of observations made shall be handed over the Engineer's representative. The contractor's representative has to maintain the following registers at site.

8.0 LOG BOOK OF EVENTS:

All events are required to be chronologically logged in this book, date and shift wise.

Annexure I

PARTICULARS OF TENDERER

1. Name and address of the Tenderer :
2. Telephone No. / Mobile / Fax No. / e-mail (if any) :
3. Status of Firm (Whether Proprietary/Partnership/ :
Limited company attested copy of deeds for articles of
association to be enclosed)
4. Name & Address of the sole proprietor/partners :
with (attested copies of partnership deed to be enclosed.)
5. Previous experience in Railway, and other :
Government departments in similar work List of
similar works completed during the last three
financial years (Please attach true copies of
testimonials/credentials)
6. List of personnel/Drivers on available on hand and :
proposed to be engaged for the subject work
7. List of vehicles available on hand (own) and hired :
to be given separately for the subject work
8. Any other information that the contractor may :
desire to give

Name of the tenderer:

Signature of the Tenderer:

Date:

MANDATE FORM FOR EFT/NEFT

1. PARTICULARS OF THE PARTY

- i) NAME: _____
- ii) ADDRESS: _____
- iii) PHONE NO: _____ MOBILE: _____ FAX NO: _____
- iv) INCOME TAX PAN NO. _____ EMAIL ID. _____

2. PARTICULARS OF BANK ACCOUNT

- i) CITY: _____
- ii) BANK NAME: _____
- iii) BRANCH: _____
- iv) BANK ADDRESS: _____
- v) BANKTEL NO: _____ FAX NO: _____
- vi) BANK MICR CODE (9 DIGIT): _____
- vii) BANK IFS code: _____

- viii) BANK ACCOUNT NO: _____

(Please enclose a cancelled blank cheque)

- ix) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT): _____

3. Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations

Bank's Seal Signature of the authorized official of the bank

4. DECLARATION BY THE PARTY:

i) I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e., Sr.DFM/Southern Railway, Chennai-600 003 will not

be held responsible.

Date _____

Signature of the Party with Stamp

Annexure-III

INDEMNITY

(To be filled by Contractor)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s.....will abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise. IM/s.....declare that the entire claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

Undertaking for financial stability

We do hereby undertake that we have not suffered bankruptcy / insolvency or under Liquidation / court receivership or similar proceedings.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

*****End of the Document*****

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---