



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5586205
Dated/दिनांक : 11-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-12-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-12-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Indian Railways
Organisation Name/संगठन का नाम	South Eastern Railway
Office Name/कार्यालय का नाम	Office Of The Chief Administrative Officer Ser
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 KM X 390 HOURS; Outstation 24*7 , Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 KM X 390 HOURS; Outstation 24*7 , Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 KM X 390 HOURS; Outstation 24*7
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	47 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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

Bid Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
RCM Applicable/लागू आरसीएम	Yes
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	9397440
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	187949

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

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

Beneficiary/लाभार्थी :

PFA/SER/GRC
11, GARDEN REACH ROAD, S.E. RAILWAY, KOLKATA-700043
(Sri Narendra)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	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.

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

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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):03

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):03

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

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

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

Geographic Presence in States:ODISHA

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::AS PER GEM SLA

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package AS PER GEM SLA

Scope of Work: [1731044059.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 KM X 390 HOURS; Outstation 24*7 (4)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra XUV 500 , Mahindra Scorpio , KIA Carens , Mahindra Bolero Neo
Usage Variant	2000 KM X 390 HOURS
Type of Service	Outstation 24*7
Year of Vehicle Model	2021 , 2022 , 2023 , 2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)/एडऑन	

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	2%	No

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Satyabrata Nayak	756001,office of the Dy. Chief Engineer (Con)/ Balasore, Railway Colony, S.E. Railway, Bhaskarganj A, Balasore, Odisha	4	<ul style="list-style-type: none"> Duration in Months : 24

Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 KM X 390 HOURS; Outstation 24*7 (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Mahindra Imperio , Ashok Leyland Dost , Mahindra Scorpio Getaway , Tata Xenon XT
Usage Variant	2500 KM X 390 HOURS
Type of Service	Outstation 24*7
Year of Vehicle Model	2021 , 2022 , 2023 , 2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)/एडऑन	

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	2%	No

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Satyabrata Nayak	756001,office of the Dy. Chief Engineer (Con)/ Balasore, Railway Colony, S.E. Railway, Bhaskarganj A, Balasore, Odisha	3	<ul style="list-style-type: none"> Duration in Months : 24

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 KM X 390 HOURS; Outstation 24*7 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Dzire , Hyundai Xcent , Ford Aspire , Volkswagen Ameo
Usage Variant	2500 KM X 390 HOURS
Type of Service	Outstation 24*7
Year of Vehicle Model	2021 , 2022 , 2023 , 2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)/एडऑन	

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	2%	No

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Satyabrata Nayak	756001,office of the Dy. Chief Engineer (Con)/ Balasore, Railway Colony, S.E. Railway, Bhaskarganj A, Balasore, Odisha	1	<ul style="list-style-type: none"> Duration in Months : 24

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

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 Account Payee Demand Draft in favour of

PFA/SER/GRC
payable at
Kolkata

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.

4. Forms of EMD and PBG

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

PFA/SER/GRC
payable at
Kolkata

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.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL TERMS AND CONDITIONS

1. The rate should be quoted inclusive of all expenses such as fuel, maintenance, repair and servicing & GST and all other incidental charges and Govt. Taxes. Toll, Parking for approved vehicle are extra as per actuals as per vehicle utilisation certificate.

2. The rates once quoted and approved will be valid for a period of the contract duration from the date mentioned in the Award letter.

3. The Buyer reserves the right to cancel/withdraw the hiring contract/agreement at any time without assigning any reason thereof and the bidder/service provider shall have no right to contest against the said decision.

4. The Buyer reserves the right to reject any or all the quotation/bid, without assigning any reason(s).

5. In case of breach of any of terms and conditions mentioned, the Buyer will have the right to cancel/terminate the work order without assigning any reason thereof and nothing will be payable by the buyer in that event and the Security Deposit shall also stand forfeited.

6. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent) and as per GEM SLA.

7. In case any additional requirement of vehicle arises, the service provider shall be liable to mobilise extra vehicles suitable to requirement (temporary arrangement) along with drivers within a notice of 24 hrs and provide a permanent arrangement within 7 days and the above terms and conditions shall apply in respect of extra vehicle so provided. The payment for such vehicle, as per vehicle type as per contract.

8. The successful bidder will submit a copy of the following documents and produce a copy at demand by buyer for each vehicle before start of the work and change of every vehicle within the contract. Also, copy of documents should be available all the time in the vehicle under the custody of concerned driver. All statutory instructions of MV act to be followed for all vehicles.

I. Comprehensive accident and workman compensatory insurance policy coverage in respect of every employee employed by service provider and third-party liability as per rule valid for entire period of the contract.

II. Copy of RC Book/Registration of vehicle.

III. PUC Certificate.

IV. Driving license of concerned driver, along with details of Challan imposed by Traffic department for last 6 months.

V. Any other documents/permit required by Govt.

9. The successful bidder shall be required to produce the vehicle in the office for the physical verification/inspection and only after written approval same to be mobilised.

10. In case a vehicle runs less than stipulated kms in a month, the balance kilometres out of total will be carried over to the next month and so on, so long as the same service provider has provided the vehicle irrespective of change in vehicle.

11. Total number of Vehicles to be deployed.

Sr No	Category	No. of Vehicles required
.		

1.	SUV/Non-AC (BS-VI) segment vehicle such as Maruti Ertiga/XL6/KIA Carnes etc to be used up to 30/31 days subject to maximum of 2000 Kms in a month.	04
2.	Sedan/Non-AC (BS-VI) segment vehicle such as Maruti Suzuki Dzire/ Honda Amaze/ Hyundai Xcent etc to be used up to 30/31 days subject to maximum of 2500 Kms in a month.	01
3.	MUV type vehicle (BS-VI) to be used up to 30/31 days subject to maximum of 2500 Kms in a month.	03

12. Only Company fitted LPG/CNG Gas Kit vehicle with clear mention on RC shall be permitted, if service provider so desires to be used for running the vehicles, in consultation and approval of vehicle user.

13. The liability of the Buyer is limited to the contract value only, in all circumstances. The liability if any, arises due to the vehicle, to any person, will be the responsibility and paid by the service provider. The service provider will be responsible for any loss damage to property or life because of negligence of driver or poor maintenance of vehicles or due to an accident or for any other reason including legal violation. The buyer and or the In-charge Officer will not be responsible for any such loss, claims, damages, compensation etc.

14. Purchase preference to Micro and small Enterprise (MSEs) from the State of Bid inviting Authority: Purchase preference will be given to MSEs as Micro and small Enterprise from the State of Bid inviting Authority whose credentials. If the bidder wants to avail the purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of public procurement Policy for Micro and small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+15% of margin of purchase preference / price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value as defined/ decided in relevant policy.

15. Bids of joint venture/consortium not acceptable.

16. **No sub-contracting shall be allowed in this contract** and all vehicles are to be registered for deployment of contract carriage vehicles on hire to the buyer. The vehicle should have comm

ercial registration with personal automobile policy (PAP) in name of service provider / contractor owner or any other individual/entity subject to submission of agreement between service provider and agency and copy of same to be made available to Buyer at time of deployment.

17. The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the service provider shall remain with the Buyer and the same shall be final and binding upon the service provider.

18. Bidder must provide Escalation Matrix of Telephone numbers for service support.

19. In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement) conditions; buyer's Additional Terms & Conditions (ATC), then buyer's ATC shall supersede all GeM SLA conditions and shall be binding on the service provider.

20. The Vehicle hired initially should be of **model 2021 onwards**. Vehicles deployed initially shall continue till end of contract and for any new deployment, it shall be ensured that vehicles are not older than four years at time of deployment. Registration Certificate of the vehicle should be produced when available.

A. Eligibility Criteria

1. Definition of Similar Services : "Any work involving Monthly basis cab & Taxi Hiring services in State/ Central Govt., PSUs, Limited companies"

2. Technical Eligibility Criteria :

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) :-

- i) Three similar completed services costing not less than the amount equal to 40%(Forty percent) of the estimated cost; or
- ii) Two similar completed services costing not less than the amount equal to 50%(Fifty percent) of the estimated cost; or
- iii) One similar completed services costing not less than the amount equal to 80%(Eighty percent) of the estimated cost.

3. Financial Eligibility Criteria: The bidder must have minimum average annual contractual turnover of V/N or V whichever is less; where

V = Advertised value of the tender in crores of Rupees.

N = Number of years prescribed for completion of work for which bid have been invited.

The average annual contractual turnover is calculated as an average of " total contractual payments" in the previous three financial years, supported by the However, in case the balance sheet of previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The bidder shall submit requisite information as per para (format) of tender document, along with copies of audited balance sheet

duly certified by the chartered accountant/certificate from chartered accountant duly supported by audited Balance Sheet.

4. The bidder should have a registered and well-established Taxi Agency/ Firm having at least one registered office in Kolkata and having sufficient number of Commercial cars for hiring and minimum 3 years field experience. List of vehicles owned by the bidders and the detail of the vehicle to be provided to the Buyer must be attached along with the Technical Bids. Also, the bidder should have registration under GST and valid PAN card.

5. Bidder must submit an undertaking that all the terms and conditions of the bid accepted unconditionally.

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

7. Bidder should submit Checklist duly signed and stamped.

8. Bidder/ Supplier/Organisation/Proprietor/Any of the Director/s shall not be banned or suspended or blacklisted by any Government / Public Sector Undertaking / Corporate organisation or convicted in any court of law across India or declared Bankrupt or insolvent. A self-declaration Certificate must be uploaded in the GeM portal under Bidders official letter head.

9. A minimum of 03 Drivers should be on the payroll of the Bidder Company. Bank statement of minimum 03 Drivers (for last 6 months) indicating Credit of Salary in their respective bank accounts is to be uploaded. **All offer shall be summarily rejected in case of non submission of same.**

10. Tenderer should own a fleet of at least 01 nos MUV, 02 nos SUV of vehicle required must be owned by the company. **Offer shall be summarily rejected in case of non submission of documentary evidence for same.**

11. Checklist for mandatory documents to be submitted along with BID

SN	Item	Condition
1.	Company details	As per bid submission form
2.	PAN Number details	Details of firm along with copy of PAN card
3.	GST Registration Certificate	GST registration number & date of filing of last GST return and should attach copy of the same.

4.	EMD	EMD @ 2% of bid value (Rs.-----) Bidder has to submit Certified & self-attested copy of UTR No. & other detail for earnest money. Unsuccessful bidder's EMD shall be released after placing of order to L-1 bidder. EMD of L-1 Bidder's shall be released after submission of performance security.
5.	MSE and Startups Exemptions	MSE and Startups are exempted from EMD. The Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category.
6.	Firm Constitution details	The tenderer(s) shall enclose the attested copies of the constitution of the firm concern.
		<p>For Proprietor / HUF</p> <p>A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p>

		<p>For Partnership Firms</p> <p>A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.</p> <p>(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members.</p>
		<p>For Public limited companies</p> <p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p>

		The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) /registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.
7.	Technical Qualification	Work order for similar experience as proof of vehicle provided in a single contract to a government agency in past 3 years.
8.	Financial Qualification	As per Para 3 of C.
9.	Office of the Service Provider	Documentary evidence of registered office in Odisha.
10.	Vehicle should have commercial RTO Registration	Details of owned commercial vehicle to be submitted.

11.	Drivers on Roll Details	Bank statement of minimum 03 Drivers with copy of DL (for last 6 months) indicating Credit of Salary in their respective bank accounts for the previous six months is to be uploaded.
12.	Ownership details of vehicle Fleet Ownership Details	proper authority/affidavit showing the ownership and authorization for utilization of the vehicles.
13.	Bidder Undertaking	The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder has to submit an affidavit on Rs . 100/- on Stamp paper that firm is Non-DEBARRED/Non-BLACKLISTED in any Govt. utility in India as on the date of publication of bid and thereafter till the finalization of tender. Firms who have been debarred/blacklisted as on the date of publication of bid and thereafter till the finalization of the tender will not be considered for evaluation. (Affidavit drawn should be after bid publish date)

14.	Acceptance of terms & conditions.	Bidder must submit an undertaking that i) all the terms and conditions of the bid accepted unconditionally. ii) all the Buyer's specific additional terms and conditions (ATC) of the bid accepted unconditionally
15.	Bidder Undertaking regarding payment of salary as per relevant wage act.	Undertaking to be submitted regarding payment of salary to driver (Skilled) & staff deployed as per minimum wages act.

OFFER SHALL BE SUMMARILY REJECTED IF COMPLIANCE TO ABOVE DOCUMENTS at Sn. 6,7,8 & 13 ARE NOT SUBMITTED.

B. Vehicle Maintenance Clause

1. All vehicles should be Commercial and all the vehicles should have the necessary permits to travel in West Bengal, Orissa and Jharkhand regions.
2. Dedicated vehicles, in view of security considerations, and drivers with proven integrity must be provided.
3. The service provider should abide by all statutory requirements for running the vehicles according to the contract. The buyer will have no responsibility and will in no way be liable towards cost of fuel, insurance, and salary to drivers, maintenance etc. or any other charges payable except the contract price (inclusive of GST), **if any**. Toll Tax, parking charges, Overtime charges shall be reimbursed extra as verified by user to be included in vehicle utilization certificate.
4. The vehicle shall be provided on any day including Saturday, Sunday and Holidays, if required by the Buyer.
5. All the vehicles should be provided with log books. Vehicles engaged for duty must be certified by the users indicating clearly the kilometre reading and time of arrival for duty and end of duty from

defined parking spot) on log books and the driver should be able to maintain the same independently, with proper care.

6. Parking spot of each vehicle should be clearly defined and included in each vehicle utilisation certificate. Effort should be made that driver's residence is within 3-5 kms of defined Parking spot.
7. The vehicles should be insured comprehensively and should have necessary permits from the Transport Department/Authority. The Buyer will not be responsible for any challan, loss, damage and accident to the vehicle or to any other vehicle or injury.
8. Vehicle provided shall be as per requirement and shall be equipped with
 - i) Air conditioner, for Ac vehicles only should be in working condition.
 - ii) air spray/air freshener,
 - iii) mosquito repellent,
 - iv) Suitable door mats and matting
 - v) two sets of white seat cover, towels and napkins, as required by user.
 - vi) an emergency medical first aid kit and
 - vii) a properly working fire extinguisher, and driver should be trained to use it.

Though it is the responsibility of the service provider, the buyer retains the right to furnish the same and deduct such expenses, if required.

9. Vehicle should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belonging of the driver.
10. Deployed vehicles shall arrive at designated location on time and with full or sufficient tank of fuel.
11. The vehicle deployed shall be parked at the **nominated** Parking spot after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/User.
12. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
13. In case of any accident/damage while on duty, the liability of compensation due to third party, will be on service provider in full.
14. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
15. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Alternative vehicle shall be provided by service provider at own cost.
16. Buyer will have the right to check original documents related to vehicle as mentioned in tender document at any point of time.
17. All Vehicles should have **FASTag** installed, service provider should ensure minimum balance of Rs .2500/- before reporting on duty every day; billing should be as per actual usage for toll's and shall be reimbursable. Also, payments for parking shall be done by driver and is reimbursable subject to original submission of vouchers along with Vehicle utilisation certificate.
18. Vehicle should compulsorily be fitted with a Stepney, Jack and Wheel Spanner and the drivers should be conversant with replacing a flat tyre.
19. The service provider shall arrange for a substitute well in advance if there is any probability of the driver leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider
20. The vehicles should be affixed with plates/boards mentioning "On duty, Government of India" on front and back side of the vehicle.
21. All vehicles shall be Provided with umbrella, tissue box, a universal mobile charger, torch light and first-aid box. The service provider should also provide side and rear window sun shields if required by the user. No extra charges shall be paid for the same.

22. The vehicles shall be at the disposal of the assigned user throughout the period of agreement i.e. 24X7 (24 hours a day and all 7 days a week). Overtime and Night stay charges as applicable shall be reimbursed.
23. The vehicle should be washed/cleaned thoroughly at washing centre both outside and inside at least once or twice in a month or earlier if required.
24. During out-station duty no accommodation will be provided to the driver by Buyer. Service provider has to make arrangement for outstation lodging and rest of driver.
25. The Buyer will have no responsibility and will in no way be liable towards day to day, cost of fuel, and salary to drivers, maintenance etc. or any other charges payable except the contract price (inclusive of GST) and reimbursable expenses, if any.
- 26. In case, if any of the vehicles is found to be not satisfactory or not road-worthy condition, it/they shall be immediately replaced. In case replacement is not provided in time, the Buyer shall have the right to hire vehicles from the market and the additional cost, if any, incurred by the department shall be borne by the service provider.**
27. No Covered Garage facility will be provided by the Buyer.
28. Service provider must follow the guidelines towards labour Law and Minimum wages act, accordingly Salaries to the drivers should be paid latest by 7th of succeeding month and bill should be submitted latest by 10th of the succeeding month. Documentary proof shall be submitted quarterly by the service provider at time of billing.
29. The service provider shall ensure that the odometer of the vehicle provided is properly sealed so that no tampering done to view the inflated distance travelled. Besides, the Buyer reserves the right to effect surprise checks of the odometer of the car supplied from any authorized workshop and cost there of shall be borne by the service provider.
30. The vehicle should fulfil the legal obligations as prescribed by the state Transport authorities like payment of Road Tax etc. All requirements under various statutory laws must be complied with. Any default will be at the liability of the service provider and the Buyer shall not be liable in any matter whatsoever.
31. The vehicle should be parked at the department/residence or at choice of the officer to whose office the vehicle is attached after the duty is over throughout the period of contract. The driver should be available on call of the officer using the vehicle for 24x7 days.
32. The responsibility for the safety and security of the car provided solely lies with the service provider. It is the service provider's absolute responsibility to take care of any damage for repairs caused to his vehicle during the operation of the contract.

C. Driver Performance

1. The drivers of the vehicles provided must be literate & well behaved and follow traffic rules and other regulations prescribed by the Govt. from time to time and conversant in languages Bengali, Odia, Hindi or English.
2. Drivers should be familiar with all important places in Odisha and must hold valid driving license for driving taxis and must have minimum 5 years of driving experience.
3. The service provider have to ensure that
 - (i) All necessary documents (Registration certificate, valid Insurance papers, valid PUC, driving license etc. required by traffic laws/traffic police) are available with the drivers.
 - (ii) The drivers are well mannered and neatly dressed also wear white/ grey uniform while performing his driving duties. The uniform should be provided by the service provider. The driver should always carry a mobile phone with them to facilitate quick contact. It must also have an active internet connection at all times where Google maps can be accessed, to navigate the shortest and/or fastest route possible avoiding traffic jams.
 - (iii) The driver shall be reachable at all times during duty hours.

(iv) The name and full addresses with mobile numbers of the drivers, who will attend the duty, should be furnished as and when they are deployed.

(v) The service provider will ensure verification of Drivers by the Police towards identity, character and antecedents and submit his character certificate, copy of driver license and copy of Aadhar card at the time of first day of the contract starting.

SN	Nature of Default	Default details	Deductions				Remarks
			1st Instance	2nd Instance	3rd Instance		
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.	
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.	

(vi) The driver should ensure that the

3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
4	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
5	Delay in arrival of vehicle/driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance.

6	Misbehaviour by driver/unacceptable behaviour by driver	Any instance	Deduction of Rs.1000	Deduction of Rs.2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract
8	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs.800/-	Deduction of Rs.1000/-	After 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance.

vehicles are fitted with appropriate seat belt, clean white cotton seat covers, fresheners.

(vii) The vehicle or driver should not have indulged in any serious accident in the past three years and a proof of the same in the form of non-claiming of insurance amount from the insurer shall be submitted.

(viii) Drivers should not be addicted to any kind of intoxicant and should not consume gutka / pan masala or smoke in the car while driving. Driver's hair and beard should be trimmed.

(ix) The driver should not leave the vehicle unattended in public places.

(x) Any change in vehicle or drivers will be allowed only in exceptional circumstances and that too with prior information/approval.

(xi) The driver will maintain daily log book of the car.

(xii) The driver will take permission from the user officer to take the car to workshop, if required.

(xiii) The driver will not be absent from the duty without prior permission of the officer.

4. The driver should reach the destination well in time for pick-up of the officers/Guest Faculty/ other dignitaries, failing which penalty shall be invoked.

SN	Nature of defaults	Penalty Rs.	
1.	Non-reporting and refusal of duties		5.
	1st instance	Cost as borne by office	
	2nd instance	Rs.1000/- per day +100% of proportionate charge of particular vehicle per day.	
	3rd instance	Rs.1500/- per day +100% of proportionate charge of particular vehicle per day.	
2.	Vehicle kept unclean	Rs.500/- per day	6.
3.	Poor maintenance of vehicle	Rs.5000/- per month	7.
4.	Non observance of dress code	Rs.100/- for first instance and Rs .200/- for subsequent instances.	
5.	Changes of driver without permission	Rs.500/- per instance	8.
6.	Stoppage of vehicle due to insufficiency of Fuel	Rs.500/- per instance	
.	Non availability of working cell phone of the driver	Rs.100/- per day of default.	

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

No police case should be pending against driver for rash or negligent driving.

The driver will attend duties as and when required even after office hours and will always be available on phone to the officer to whom the vehicle is allotted.

In case of any complaint against a driver, the same will be changed at the earliest possible time but no driver will be changed without consulting the officer-in charge. Service provider will try to maintain the service by deploying dedicated drivers

D. Penalty

[A] Penalty as applicable in GEM SLA will be applied which are reiterated as follows:

[B] Other PENALTIES:-The default and consequential penalties will be applicable as below:

However, before application of penalty, information to Escalation matrix contact Number shall be given and subsequently show cause notice will be issued to the contractor and its reply will be decided on merit.

1. If hiring vehicle found in operation in taxi or other service & other than designate service

e will be treated as fraudulent practice and contractual action will be initiated.

2. **Toll tax recharge - If the toll tax has to be paid by user due to non-availability of Fastag recharge, the actual amount paid by user along with 20% penalty will be recovered from bill payable to the service provider.**
3. **Fuel of vehicle - If the fuel has to be filled by user due to non-availability of sufficient fuel in the fuel tank, the actual amount paid by user along with 20% penalty will be recovered from bill payable to the service provider.**

E. Billings Documents

(i) **Payment Terms:** -

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service. Some notable points under payment terms are-

Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

(ii) **Payment Cycle**

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

(iii) **Payment Process**

1. Payment shall be made only after submission of invoices along with Vehicle Utilisation certificates signed by user officers, non-submission of the same may lead to delay/ deduction in payment.
2. It shall be responsibility of driver to keep record and track of all vouchers and Bills for reimbursable part and same shall be submitted along with vehicle utilisation certificate.
2. All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer/ online payment mode only and in no circumstance cash/ cheque payment will be made.
4. While generating invoice in GeM portal, the service provider must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
5. Service provider shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

(iv) **Variation of the Contract as per both parties' consent:**

The variation in the contract can be done through the following, however, the variation

n put together shall not reduce or exceed 25% of contract value:

1. Increase or decrease in the quantity of vehicles.
2. Increase or decrease in duration of contract.

(v) A consolidated bill for the whole monthly will be submitted after completion of the month for the payment. The hire charges will include the monthly salary of driver, repairs and maintenance of vehicle insurance, petrol/diesel, oil and all other incidental expenses including penalty, fine etc. but excluding SGST and CGST and any other taxes if paid by the hirer as per law. All legal obligations in respect of the vehicle i.e., Road Tax, RTO permissions etc. and the driver i.e., minimum wages, social security etc. will be responsibility of the service provider.

(vi) The service provider will maintain a log book indicating time and mileage for each vehicle which will be got duly signed from the officer-in-charge.

(vii) TDS will be deducted as per I.T. Act, 1961, while making payment to the service provider.

(viii) Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Service provider, if:

- i) The Service provider fails to comply with any material term of the Contract.
 - ii) The Service provider informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Service provider fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Service provider becomes bankrupt or goes into liquidation.
 - v) The Service provider makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Service provider.
 - vii) The service provider has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the service provider.
- (x) Payment shall be made at the end of every month on presentation of the bill and as per vehicle utilization certificate by user. The service provider should bear in mind that at times the payment might be delayed on account of late submission or incorrect submission of bills by the service provider or administrative delays or non-availability of funds.

Annexure-I

Technical bid Form For Hiring Vehicles

Sr No.	Required Information	Particulars
1	Name, Address & Telephone numbers of Organization / Firm.	
2	Name(s), Address & Telephone of the Proprietors/ Directors	
3	Attached Copy of PAN.	
4	Attached Copy of GST Registration.	
5	Date and period of last filled GST Return	
6	Total Number of Commercially registered vehicles owned by the Proprietor/Firm/company. (As proof, copies of RC Books of all such vehicles (should be attached)	
7	Annual turnover of previous two financial years details (along with Income Tax returns for last three years should be attached)	
8	Attached copy of RC Book of Vehicle offered in this tender.	
9	Has your firm/company black listed at any time in past by any organization.	Yes/No
10	The Vehicles is registered as commercial vehicles.	Yes/No
11	List of Government Organization the vehicles have been provided (copies of contract letters)	
12	Year of Manufacture of each vehicle	

Declaration

I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge. I/We understand that if any deviation is of and in above statement at any state I/We shall be blacklisted and will not have any dealing with the department in future.

I hereby confirm that I am authorized to sign the Tender Document

Annexure-II

DETAILS OF Fleet of VEHICLES BEING owned by company

Sl No.	Vehicle Number & Make	Year of Manufacture	Self-owned/hired	Engine-Petrol or Diesel/CNG	Registration Certificate	Insurance Certificate	Fitness Certificate	Remarks
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* Copies of document should be enclosed

** The details as above furnished are correct and true. I undertake to produce original documents of the above said vehicles for verification as and when called for.

1	Full Name, Address and Telephone/Mobile no. of the tenderer i.e. the Applicant Contractor	
2	Name, Address, Telephone/Mobile No. of the Office of the tenderer i.e. the Applicant Contractor	
3	Trading License/Exemption Certificate	
4	Permanent Account No. (PAN) (copy of the PAN to be submitted)	
5	GST Registration number pertaining to the state	
6	No. of years of experience of running a fleet of vehicles on hiring basis	
7	Model and Year of manufacture of Vehicles along with License Number.	
8	No. of Drivers available with the tenderer & their years of experience	
9	Self-certification that no criminal case are pending against the drivers	

Annexure-III

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I.....(Name and designation) **appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer)for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/ are signing this document after carefully reading the contents.
2. I/We the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirm

ation thereof.

3. I/We the hereby declare that I/we have downloaded the tender documents from GeM portal I/we have ve rified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evaluation of tend ers, execution of work or final payment of the contract, the master copy available with the railway Adminis tration shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, stat ements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us a re correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in indivi dual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorr ect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security beside s banning of business for a period of upto five year.
Further, I/ we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the affidavit submitted by us are found to be false/forged or i ncorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides a ny other action provided in the contract including banning of business for a period of upto five year.
10. I/we have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am /We are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we fulfil all the requirements in this regard and am/ are eligible to be considered (evidence of valid registratio n by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

Annexure-IV

NAME OF BIDDER:

Annual Contractual Turnover Data for the Previous 3/4 years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equiva lent

Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in previous three financial years. However, in case balance sheet of previous year is yet to be prepared /audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by Chartered accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observation/notes in auditor’s reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

-
-
-

VEHICLE UTILISATION CERTIFICATE

-

It is certified that vehicle no With Driver (Aadhar no) has been mobilized to myself against LOA/contract no Dated..... and said vehicle has been utilized by myself for my official travel for the month of

Type of vehicle:

No of Kms run:

Reimbursable part:

<u>Tolls</u>				
S.N.	Date	Receipt No.	Amount (Rs.)	Remarks
-	-	-	-	-
-	-	-	-	-
<u>Parking receipts</u>				
S.N.	Date	Receipt No.	Amount (Rs.)	Remarks
-	-	-	-	-
-	-	-	-	-
<u>Penalties if any :</u>				
S.N.	Date	Reason	Amount (Rs.)	Remarks
-	-	-	-	-
-	-	-	-	-

Signature of utilizing officer

7. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---