



Bid Number/बोली क्रमांक (बिड संख्या): GE
Date

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)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Indian Railways
Organisation Name/संगठन का नाम	South Western Railway
Office Name/कार्यालय का नाम	South Western Railway
Item Category/मद केटेगरी	Custom Bid for Services - ADENHUP Subdivision Track MMU Hiring of road vehicle one number 6 tonne capac SSEPWAYHUP PKD SSPN section under ADENHUP jurisi of 2 years
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Goods and Transport Service for Over Dimensio
Contract Period/अनुबंध अवधि	2 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 (Reque *In case any bidder is seeking exemption from Experie Criteria, the supporting documents to prove his eligibi must be uploaded for evaluation by the buyer
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
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	7659915
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	153200

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 GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible 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 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 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 है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Sr. DFM/SBC
SOUTH WESTERN RAILWAY, Indian Railways, Ministry of Railways
(Sr. Divisional Finance Manager)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro

Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Pui for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this r uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/h within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order qu 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 M Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be al credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buye of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase pr as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptanc

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or 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 determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment 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 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 c
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cos
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cc

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality

Instruction To Bidder:[1731064936.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1731064945.pdf](#)

Payment Terms:[1731064954.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1731064965.pdf](#)

GEM Availability Report (GAR):[1731064979.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1731064995.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1731064996.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download : document and upload:[1731304149.pdf](#)

Scope of Work:[1731304354.pdf](#)

Custom Bid For Services - ADENHUP Subdivision Track Maintenance By MMU Hiring Of Rc Number 6 Tonne Capacity In SSEPWAYHUP PKD SSPN Section Under ADENHUP Jurisdiction Of 2 Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	ADENHUP Subdivision Track maintenance by MMU Hiring of road vehi tonne capacity in SSEPWAYHUP PKD SSPN section under ADENHUP ju period of 2 years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Ad Requirement
1	Harshit Gupta	560009,O/o Divisional Railway Manager, Office Complex, South Western Railway Divisional Office, Bangalore.	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता 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 of the contract. However, once the contract is issued, contract quantity or contract duration can only be 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

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

Senior Divisional Finance Manager, S. W. Railway, Bangalore division
payable at
Bangalore

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.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the principal officer 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 signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Forms of EMD and PBG

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

Senior Divisional Finance Manager, S. W. Railway, Bangalore division
payable at

Bangalore division

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to days of Bid End date / Bid Opening date.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Kindly download the document uploaded in “Instructions to fore bidding.

Documents to be submitted

Work Experience (Mandatory): The bidder should have satisfactorily completed in the last three previous financial years up to the date of opening of the tender, one similar single service contract Works of value not less than 5% of advertised value of the bid.

Completed service contract (Mandatory): includes on-going service contract subject to payment of bills to at least 35% of the advertised value of the bid.

Note:

LOA issue by Government authority will not be considered as work experience. Contractor is requested to submit work experience certificate duly signed by competent authority. The bidder shall submit details of work executed clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for each contract.

Definition Similar Nature of work: Transportation of material and civil engineering works

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**Scoring Pattern For Qualifying Marks: Works having advertised value more than 50lakhs
(As per Annexure-I of the GCC for Services-2018)**

Sl. No	Weightage	Technical criteria	Documents	Scoring
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1	20 marks	<p>Previous Work Done The bidder shall Submit documents related to completed/on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed there in, to classify the completed/on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or equal to 80% or 50% or 40% of the current advertised</p>	<p>Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/ongoing similar service contracts with satisfactory performance</p>	<p>Scoring Method For each completed/on-going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under:</p> <ol style="list-style-type: none"> 1 Project >80%, 2 Projects > 50% or 3 or more projects >40% of the Advertised value of the bid. <p>(b)80 Marks if the bidder has completed or received payment as under:</p> <ol style="list-style-type: none"> 1) project> 50% or 2) projects > 40%ofthe advertised value of the bid. <p>(b) 60Marks if the bidder has completed or received payment as under:</p> <ol style="list-style-type: none"> 1 project>40%value completed <p>No marks if all projects <40% value Completed.</p>
		<p>Bid value and percentage penalties imposed therein. where contracts are for similar work ONLY (Similar work shall be as per Para 1.2.5.1 above)</p>		
2	35 marks	<p>Turnover (in last three and current Financial Year) (Less than 1.5times the value of work is not eligible)</p>	<p>As per audited balance sheet certified by the CA.</p>	<p>(a) 100 marks - More than 15 times advertised value of work (b) 80marks: 8-15 times advertised value of work (c) 60 marks: 3-8 times advertised value of work (d) 40 marks: 1.5 -3Times advertised value of work</p> <p>(Reference: Letter no 2018/EnHM/13/01 dated 29.06.2020)</p>

3	20 marks	Number of Years in Operations	Company Establishment certificate and company's work order copy/agreement copy/completion certificate as proof of operation Years shall be counted from the date of agreement of the work	(a) 100 Marks for - More than 8 years of operation. (b) 80 Marks for - 5-8 years of operation (c) 60 Marks - for 2-5 years of operation (d) 40 Marks - 1-2 years of operation.
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Note:

The Minimum marks for qualifying in the criteria are 45.

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

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

a. T1-Annual Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with stamp, signature and membership number shall be considered.

b. T2-Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments and contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant / member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheet) is negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and the attested Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months before the date of submission of bids.

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members

Documents of constitution of the legal entity

Relevant documents for proprietorship / Partnership deed / Memorandum and Articles of Association to be submitted. Affidavit to be submitted on company letter pad or on a non-judicial paper/ Company letter pad as per the format given in Appendix-3. Declaration in format given in appendix-15 and 16 to be submitted only if applicable.

The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted along with the tender as per ACS no 2 of GCC services, 2018.

Standard format of the affidavit to be submitted by the bidder is enclosed as annexure-A. Non submission of affidavit shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the bidder to submit the supporting documents, duly self-attested by which they/he is qualifying the Qualifying Criteria in the Tender Document. It will not be obligatory on the part of Tender committee to scrutinize beyond the submitted documents of tenderer as far as his qualification for the tender is concerned. With the submission of the affidavit as mentioned, the practice of verification of tender's documents by the Railways is dispensed with.

Need of tenderers careful study of conditions & site conditions

The intending tenderer is advised to study tender papers, concerned specification and other documents carefully. The tenderer shall inspect the proposed site of service contract and acquaint

he site conditions, working hours, stacking space for materials, and all relevant items con execution of service contract. The submission of tender shall be deemed to have been dor eful study and examination of the tender papers with full understanding of the implication less otherwise, specifically commented upon by the tenderer in his quotation.

ERRORS OMISSIONS & DISCREPANCIES:

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or an and if in doubt, shall bring it to the notice of the Engineer without delay. In case of any contradiction, only the and books should be followed and no claim for the mis-interpretation shall be entertained.

AUTHORITY FOR ACCEPTANCE:

The authority for the acceptance of the tender will rest with the competent authority of the South Western Ra lf of President of India. Its hall not be obligatory on the said authority to accept the lowest or any tender or to ason for non-acceptance or rejection of a tender. The Railway reserves the right to accept any tender in respe e or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderer: the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

TENDERERS' ADDRESS:

Tenderer shall state in the tender his postal address fully and clearly along with valid documents such firm re y etc. Any communication sent to the tenderers by post at his said address, shall be deemed to have reached duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time t reason. Important documents shall be sent by Registered post.

Clarification and Amendment of Tender Documents

- 1.** At any time prior to the deadline for the submission of tenders, the employer may, for any reason, s own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender d an amendment. A prospective bidder requiring any clarification of the tender documents may upload their qu ndering portal not later than the date of seeking clarifications given in NIT.
- 2.** The said amendment in the form of an addendum and responses to the queries raised, if any, will k n the e-tendering portal which can be seen and downloaded by the bidders.
- 3.** In order to afford prospective tenderers reasonable time for preparing their tenders after taking int ch amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission

The tenderer shall submit any minor deviations from General Conditions of Contract and special Conditions of mat given in form of tender.

Clarification and Amendment of Tender Documer

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- b.** The said amendment in the form of an addendum and responses to the queries raised, if any, will b GeM portal which can be seen and downloaded by the bidders.
- c.** In order to afford prospective tenderers reasonable time for preparing their tenders after taking int ndments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission

TENDER VALIDITY

- 1.** The Tender shall be valid for a period of 90 days (both days inclusive i.e. the date of submission of last date of period of validity of the tender) from the latest Date of Submission of Tenders.
- 2.** In exceptional circumstances, prior to expiry of the original tender validity period, the Employer ma nderers for a specified extension in the period of validity. The request and the response thereto shall be made y telefax.

3. It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is bound in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer terms and conditions thereof in a manner not acceptable to the Manager.

Subletting of Contract

The contractor shall not assign/sublet the contract in the interest therein or the part thereof to any other party or partner(s).

Advertisement

The contractor's staff shall not carry or display or exhibit any kind of advertisement on his own premises.

Minimum Wages Act, Labor Laws

The contractor shall strictly comply with all the legal provisions pertaining to industrial laws and regulations of employment regulations in force.

The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. No transportation facilities will be provided by railways for the contractor staff to attend to their duties. Also no free/concessional railway travelling pass will be provided. The wages are to be paid as per the Wages Act/notification issued by Government of India from time to time. It is the sole responsibility of contractor to observed and abide by the provisions of contract labour regulation and act, factory act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of Bonus Act, contribution towards EPF, Gratuity Act, Employees pension Scheme, 1995, Employees Deposit linked Insurance Scheme, 1976 and other regulations framed by the Govt. and revised from time to time. Contractor shall keep a register for payment of wages paid to contractor staff (under minimum wages act.) and contractor shall also submit statement showing the recoveries of cost incurred in respect of contract employees employed by him. Contractor bills may be withheld if accounts are not submitted to Railways nominated supervisor.

Railway administration will not take any responsibility to pay compensation towards loss of property and personal injuries to Contractor's staff. Railway reserves all rights to terminate the contract at any time after the expiry of the contract period without assigning any reasons with a notice of 15 days. The notice will normally be as a result of unsatisfactory performance of the contract.

- **Shramik Kalyan Portal:** The contractor shall register in Indian Railway Shramik Kalyan Portal for the benefit of management of labour.
- **Conservancy Charges:**

As per Railway Board letter No. F (X) 1/95/I/1 Dated: 07.09.2021 or its latest or correction / corrected from time to time, "Conservancy cess charges" will be deducted at the rates given below from bills based on the average number of labourers/workmen employed per day by the contractor for

Average no. of laborers / work men employed per day	Conservancy Cess charges to be recovered per month
1 to 5	Rs. 159/-
6 to 10	Rs. 312/-
11 to 25	Rs. 785/-
26 to 50	Rs. 1143/-
51 to 100	Rs. 1534/-
101 to 200	Rs. 1926/-

Non-Submission of Annexure - A will be resulting to summarily reject the bid

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

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 _____ as per the tender No. _____ of _____ (Railway)**, do hereby solemnly declare 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 hereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ircon.gov.in . I/we have verified the content of the document from the website and there is no addition or alteration to the content of the tender document. In case of any discrepancy noticed at any stage of tenders, execution of work or final payment of the contract, the master copy available with the tender administration 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 bids 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 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 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 department of Govt. of India from participation in tender on the date of submission of bids, either individually or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may result in the action provided in the contract including banning of business for a period of upto two years. All my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which is not contiguous with India and certify that I am/We are not from such a country or, if from such a country, I/we are registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in the tender and I am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SE

Place:
Dated:

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

This certificate is to be given by each member of JV or partners of partnership firm

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(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm /Joint Venture Family (HUF)/Limited Liability Partnership (LLP) etc)

I/We..... (Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member of the (constituent firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted by any Ministry/ Department of Govt. of India from participation in tender on the date of submission of bid in individual capacity or as a HUF/ member of the partnership firm LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a border with India and certify that I/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 for tender (copy of valid registration by the competent authority is enclosed),

SE/
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Earnest Money:

The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulations of the Bid open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under –

Value of the Work	Earnest Money Deposit (EMD)
For works / services estimated to cost up to Rs. 1 crore	2% of the estimated cost of the work
For works/ services estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus $\frac{1}{2}$ % (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore

Note:

- The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all micro and small enterprises (MSEs) registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be exempt from deposit of minimum EMD detailed in the bid.

SPECIAL TERMS & CONDITIONS OF CONTRACT

These Special conditions of contract supplement the General Conditions of Contract for Services 2018 issued by Railway Board as amended and / or corrected up to date. It is the responsibility of the contractor to check the tender and again before entering into agreement to ascertain all the amendments and / or corrections to the said GCC for Services. GCC for Services forms part of the contract unless otherwise mentioned in the conditions of contract. Termination of Contract and Settlement of Disputes will be as per GCC for Services as amended from time to time. This work pertains to **“KSR Bengaluru: Providing housekeeping and maintenance services for Division office, all service buildings around the Division Office viz. Sr.DSC/Office, Telephone exchange, Annex building of Divisional store depot for a period of 12months..”**

1. COMMENCEMENT OF WORKS:

The Contractor shall commence the works within **15 days** after the receipt by him of an order in writing (LOA) from the Engineer and shall proceed with the same with due expedition and without delay.

2. CURRENCY OF CONTRACT:

The currency of the contract shall be **12 months** from the date of issuance of LOA.

3. QUANTITY:

Railway Administration reserves the right to cancel or reduce the quantity without assigning any reason for such cancellation. Payment shall be made for the actual quantities executed.

4. SHRAMIKKALYAN

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 5.1 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted at www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details and their payment in this portal. These details shall be available in public domain.

5. PAYMENT TERMS

1. Subject to satisfactory working duly certified by Engineer in charge or his representative, the contractor shall be entitled to receive the value of the work against the work attended/completed during the month after necessary deductions, which the Railway Administration may be entitled to make under the contract or any other contract. The payment shall be made on monthly basis.

2. Payment will be made by Sr. DFM, Bangalore Division, S.W. Railway, Bangalore-23.

3. All bills in four copies (Railway format) shall be submitted to concern Engineer-in-charge.

4. Documentary evidence like bank statement for payment of wages of labor, copy of returns filed for PF, ES shall be submitted along with the bills.

5. Payment will be made only after verification & certification by the concerned Engineer-in- charge.

6. All payment in respect of the contract during the currency of the contract shall be made through Electronic Fund Transfer (EFT) / Electronic Fund Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT complete in all respect. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be by cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank name and name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.
7. 2% income tax or applicable at the time of payment shall be deducted from bill and necessary I.T deduction certificate shall be issued by Sr. DFM/South Western Railway/Bangalore.
8. TDS at the rate of 2% will be deducted to the base value in terms of RB Lr. No. 2018/AC-II/I/46 dt: 17.09.2018.
9. The value of contract and quantities given in the attached schedule of rates and quantities are approximate only as a guideline. These are subject to variations/ additions and/or omission. The quantum of the work to be executed shall not be the basis of any dispute regarding the rates to be paid and shall not give rise to any claim on account of any increase or decrease either in the quantity or in the contract value.
10. Penalty for delay in completion/ non attending to certain activities: In case the contractor fails to complete the work within the time specified in the agreement or within the period of extension granted by Sr.DFM, penalty will be levied except for the case where the delay is purely on the part of the Railways. In this regard the Railway administration would be final.
11. Performance Guarantee to be paid: As per the Service GCC 2018.
12. If there occurs any contradiction between GeM GTC and General Conditions of contract of Service GCC 2018, the latter will prevail with up to date correction slips.

Special conditions :

1. The tenderer/contractor has to supply vehicle as specified in the schedule on daily basis. The tenderer shall maintain a logbook with daily entries (i.e. starting kilometre reading, ending kilometre reading, starting and ending time everyday). Driver and Railway official should jointly sign these on each trip without fail.
2. The unit "Per day" means from 00.00 to 23.59 hours, which includes night, halts also.
3. The initial reading of kilometre starts when driver reports for duty in the office/or places as directed by the official in charge. The final reading will be the kilometre when vehicle is released by the officer at the end of the day.
4. The rate quoted should include driver's salary, daily batta, night halt charges, Toll charges and any other expenditures including all kinds of out station expenditure.
5. Vehicles will be exclusively kept at the disposal of the official in charge and will be used according to the period of hire.
6. All the expenditure involving in repairs and maintenance will be borne by the contractor. Servicing shall be done as per the prescribed yardstick and shall be done in an authorized service station only.
7. Cost of fuel, lubricating oil or any other consumables will also be borne by the contractor.
8. In case there is any breakdown of the vehicle, immediate alternative arrangements shall be made with similar vehicle by the contractor. In case the vehicle is not supplied in time, the official-in-charge shall hire a vehicle from market, the cost of which shall be borne by the contractor.
9. The hired vehicles should be fit to run on all class of roads.
10. All documents pertaining to the vehicle should be kept under the custody of the driver in the vehicle.

- 11 The contractor shall be responsible for the safety, medical care and other facilities to the driver who holds an authorized license and is experienced to operate hired vehicle. The driver shall maintain discipline and well behaved.
- 12 The Railway does not take any responsibility on the unwarranted actions of the driver.
- 13 The Railway does not take any responsibility of providing accommodation to the drivers.
- 14 The Driver of the vehicle should be provided with a mobile phone and shall always be accessible for monitoring vehicle movement. The charges for this mobile communication (fixed and usage) shall be borne by the contractor only.
- 15 The Driver of the vehicle should be provided with adequate cash by the contractor to carry out minor repairs, so that the official's time is not wasted on account of such repairs.
- 16 During the weekly/periodical rest of the drivers, alternative relief drivers should be made available.
- 17 The safety of the vehicle is the contractor's responsibility.
- 18 In case of any accidents/violations of rules, the Railway shall not have any responsibility.
- 19 The railway does not take any responsibility in respect of any compensation/claim or any claims or incidents involving hired vehicles. The vehicle shall be covered under compensation clause with any insurance policy.
- 20 The vehicle should be in a very good condition and registered in the year 2020 or later. Vehicles not meeting the above criteria will not be accepted by administration and decision of Engineer-in-charge in this regard will be final.
- 21 The vehicles should be made available with sufficient fuel at any time.
- 22 The vehicle has to be made available for 24 Hrs in all days of including National Holidays.
- 23 Frequent change of vehicle and driver should not be done every now and then, as this kind of change is a nuisance to the Administration. Any change of driver/car if required should be done with the prior approval of the Engineer-in-charge.
- 24 If the performance of the vehicle and driver is not satisfactory to the official or driver fail to carry out the duties of the official, the administration has got full right to terminate the contracts at short notice. Other arrangements for the vehicles as the administration will be resorted to at the risk and cost of the defaulted contractor.
- 25 The firm shall provide Xerox copies of all pages of RC Book.
- 26 The vehicle shall be of the category "Goods carrier- Public transport". Necessary documents to this effect shall be submitted to the tenderer.
- 27 Two boards displaying "ON RAILWAY DUTY" shall be displayed in front and rear of the vehicle at all times as per discretion of Engineer-in-charge.
- 28 No escalation of rates permitted during the operation of the agreement.
- 29 Intact First Aid kit as per Road Transport mandates shall be maintained intact in the vehicle.
- 30 (a) The hired vehicle may have to travel to any place in South Western Railway i.e. over States of Karnataka, Kerala, Andhra Pradesh, Tamil Nadu, Maharashtra and Goa including overnight stay at such places. No extra payment for halts made at outstations.
- (b) All road tax, registration, Income-tax as applicable, toll charges etc to be paid to Govt. of India shall be borne by the contractor. For inter-state movement, the tenderer has to arrange vehicles having valid permits without any extra payment.

6. Forms of EMD and PBG

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

Senior Divisional Finance Manager, S. W. Railway, Bangalore division

payable at
Bangalore division

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

7. Forms of EMD and PBG

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

Senior Divisional Finance Manager, S. W. Railway, Bangalore division
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after 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.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process and its consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and other technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the 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 the 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 in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to existing conditions for such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category in the BOQ.
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](#) items, samples 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 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, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Allocation by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, the seller should raise their representation against the same by using the Representation window provided in the bid details field in Seller's Dashboard on logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representation within 4 days of the bid opening. Bidder is 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 the [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in the

Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, t
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 shar
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 a
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 ;
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
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 ;
गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का

---Thank You/धन्यवाद---