



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5609170  
Dated/दिनांक : 25-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-12-2024 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-12-2024 09:30:00
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	Southern Railway
Office Name/कार्यालय का नाम	Southern Railway
Item Category/मद केटेगरी	Goods Transportation service - Monthly Based Service - Outside city within state; Railway Materials; Open Body LCV Truck
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)	41 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
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),Additional Doc 1 (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

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2736000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	54720

#### **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).	30

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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 :**

SR.DFM / S.RLY / MDU

Sr. DFM / MDU , Office of DRM Madurai Complex, Railway Colony, Madurai, Southern Railway PIN 625016 (Senior

Divisional Finance Manager)  
(Sr.dfm / S.rly / Mdu)

**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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. 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.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. 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.
6. 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.

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

Minimum X years (up to 5 years) of experience in related field<sup>2</sup>

Geographic Presence in XX States:TAMIL NADU

Scope of Work:[1731578657.pdf](#)

Competent Authority approval for additional SLA:[1731581192.pdf](#)

If customized field is chosen, then provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:[1731581475.pdf](#)

**Goods Transportation Service - Monthly Based Service - Outside City Within State; Railway Materials; Open Body LCV Truck ( 1 )**

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Transport	Outside city within state
Nature of Goods	Railway Materials
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Usage Variant	Upto 2500 Kms
Area of Operation	Hilly + Plain area
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Handling	NA

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 Vehicles for regular basis	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles for regular basis	Additional Requirement/अतिरिक्त आवश्यकता
1	Gnanasundaram Sakthivel	628621,Office of SSE PWAY Sriparankusanallur, Tamil Nadu 628621 SRIVAİKUNTAM SVV Railway Station Southern Railway	1	<ul style="list-style-type: none"> <li>Total No. of Trucks required - On call basis (If not required please input 0) : 0</li> <li>Estimated Number of Trips during contract Period : 576</li> <li>Duration in months (for the trucks required on call basis) : 0</li> <li>Duration in months (For Regular basis) : 24</li> </ul>

## 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 at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

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

### 3. Generic

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

### 4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 5. Service & Support

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will

be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

#### 6. **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.

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

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

SR.DFM / S.RLY /  
payable at  
MADURAI

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

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

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

SR.DFM / S.RLY / MADURAI

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 9. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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

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

#### 11. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

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

Buyer Added text based ATC clauses

In addition to the standard Service Level Agreement (SLA) for **GOODS TRANSPORTATION SERVICE - MONTHLY BASED SERVICE** available in GEM portal, the following Special Conditions are to be considered.

## **Hiring of One number of LCV vehicle for the maintenance of section under section in **SR.DEN/SOUTH** Jurisdiction for a period of Two Years .**

**This bid is prepared for the official use of - **SSE/ P.WAY / SIRUVAIKUNDAM****

The Models other than the specified vehicle models in the bid may be provided with the approval of the consignee officer.

1. Successful bidders may provide equivalent models other than specified in the technical column with approval of the consignee officer.
2. The vehicle deployed should mandatorily have the following documents: a) Valid R.C. Book. b) Valid FC for the vehicle arranged for transportation. c) Valid Comprehensive Insurance for the vehicle. d) Road Permit. e) Valid Pollution certificate.

Without the above documents it will be treated as Non deployment of vehicle and penalty will be imposed . The original documents will also be submitted by him to **SR.DEN/SOUTH/S.RLY/MDU** for verification if required.

3. The Tenderer should have the following documents. (i) PAN number of the Tenderer/ Firm. (ii) GST registration number of the Tenderer/Firm
4. The vehicles should be available as and when required by the **Consignees** On call, the driver of the vehicle should pick up or drop the Officials as directed .
5. The vehicle should have nice interior finishing and be road worthy with current fit certificate issued by competent authority.
6. In case of emergency, the vehicle has to be made available on Sundays and Closed holidays also. The contractor would be responsible for providing the vehicle round the clock even at short notice. The vehicles should be allowed to be engaged for other Railway officials also when instructed by the consignee.
7. The engaged vehicles should be used for the use of Railway Officials only. Outsiders should not be allowed.
8. The driver must be well mannered, well acquainted with local and outstation area and attend the duty on time in proper and clean uniform, with name badge , valid driving license, personal and/or accident insurance policy. The vehicle should not have met with any major accident.
9. The driver of the vehicle should be sufficiently equipped to meet the break down of the vehicle en route and for arranging the alternative vehicle. The expenditure for the alternative vehicle should be met out by the contractor.
10. The vehicle and the driver shall possess all relevant certificates like driving license, RC book, Emission certificate, FC, Comprehensive valid Insurance etc. Timely renewal of all the relevant documents / certificates is the responsibility of the contractor.
11. The contractor must ensure the safety of the driver engaged by him while executing the work. The contractor will be held responsible for any loss / damages to Railway property during the execution of work and the cost of damage / loss will be recovered from the contractor due to any category of accident.
12. The vehicle will be relieved for rest at respective headquarters or any other place during night for resuming duty the next day from that place. The duty hours for the vehicle will be closed at the time when the vehicle is relieved for rest . No detention charges will be paid during the rest period.
13. If required, Vehicles should be able to carry men and materials
14. The Tenderer shall indemnify the Railway Administration against any claim on account of any accidents/un-toward incidents due to the negligent act of the Driver that may arise during the pendency / termination of the contract.
15. The contractor should maintain logbook in which he has to make daily entries i.e., starting kilo meter r

reading, starting time, ending kilo meter reading and ending time for everyday and ensure that the driver and the concerned officer or supervisor in charge have signed against the particular day in the logbook. No bill shall be admitted for payment without the counter signature with clear designation of the officer/nominated official.

16. The contract duration may be extended on mutual consent for **6 Months** beyond the original contract duration with approval of this contract issuing authority. In extension period, other terms and conditions remain the same.

17. The bidder should not have been blacklisted or debarred by any Central / State Government / Public Sector undertaking / Regulatory Authority of India at the time of submission of this bid : YES.

18. Railways has the right to cancel the contract with 1 month notice period at no cost and without furnishing any explanation or reason.

19. The contractor shall be responsible for providing the vehicles during Sundays and Holidays and at any point of time in day or night even at short notice during any urgency/emergency. Drivers should have live mobile phone connection so that they are contactable whenever required and the driver should have functional mobile phone ready to be contacted round the clock. Driver should be given adequate rest after night duty.

20. The vehicles should be provided necessarily with seat belts both in front of seats . Good quality of seat covers with chained pockets, reading light & other basic amenities also to be provided.

21. It shall also be the contractor's sole responsibility to ensure that the vehicles are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act. It shall be contractor's sole responsibility to ensure that the driver of the vehicle:

a) Have the necessary qualifications as laid in the Rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.

b) Are educated about the Safety rules and regulations and abide by the same.

c) Do not smoke or light a flame while driving the vehicle.

d) Do not take any form of tobacco like cigarette, gutka, bidi, supari, zar da e tc. during the contract period .

e) Intoxication is prohibited during the contract period.

f ) Preferably have good knowledge of road routes, condition of roads etc.

g) Shall be in possession of all relevant original documents pertaining to the vehicle such as Insurance policy, registration book etc. at all time while on duty.

22. Drivers should have sufficient money while on tour for the requirement of diesel, vehicle repairs and drivers food/accommodation etc.,



23. The contractor shall be responsible for and shall pay any compensation to their employee payable under the Workmen's Compensation Act and the amendments there to for the injuries caused to the workmen.

24. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their employees whom may suffer any bodily injury as a result of any accident.

25. The contractor shall abide by the Payment of Wages Act/ Minimum Wages Act and other relevant Labour Legislation in force.

26. The contractor shall ensure ready availability of the following items at all time in each vehicle. a) one torch in good working condition b) Spares like hose pipes, fan belts, etc. c) Spare tyre in good condition d) Tool kit with all types of tools and tackles with jack. e) Portable Fire Extinguisher. f) First Aid Box.

27. Vehicle should be neatly maintained.

28. All Hired vehicles should be equipped with prescribed emergency medical kit and a fire extinguisher as per statutory provisions.

29. The vehicle provided will meet the latest government standards for safety and pollution. The service provider to provide service in accordance with latest versions of Motor Vehicle Act.

30. The service provider shall comply with all rules & regulations issued by state/central government from time to time, applicable to this contract.

31. Service provider has no authority to question the motive/travelling movement of the officer or vehicle.

32. The contractor should display a printed board in front of the vehicle with bold and words "ON GOVERNMENT DUTY" while working against this contract.

33. The payment cycle is monthly. Successful bidder to submit details about the vehicle like RC book, vehicle related documents only once during the contract. The documents may be asked again by the consignee/accounts only when the vehicle is changed or the submitted documents validity is expired.

34. The bidder should not have been backlisted or debarred by any Central / State Government / agency of central / state government / public sector undertaking / Regulatory authority of India at the submission of Bid : Yes.

35. FDR / Performance Security should be submitted by the firm to the Buyer within 15 days of the award of the contract on GeM. The payments to the contractor shall become due only after the receipt of FDR / Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the firm to the Buyer under the Contract.

36. 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 deduction as per provisions of the contract.

37. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft misconduct and /or disobedience on the part of drivers so provided by him.

38. In between the currency of the contract, if the vehicle is not needed for some period, more than 15 days in continuous stretch due to exceptional reasons like an officer on long leave, outstation duty, etc, the payment will not be made for the absence period and the currency of the contract will be extended suitably

Consignee officials should intimate to the contractor at least 3 days prior to the start of the absence period

39. The Proof of Eligibility conditions of turnover , Experience Criteria etc shall be enclosed along with offer . Failing which offer will be rejected without further correspondences.

#### **40. Bill Processing and passing authority is consignee department**

41. Driver should be well conversant in Local Language. Drivers should be well conversant in English or Hindi.. The driver should have functional mobile phone ready to be contacted round the clock. Driver should be given adequate rest after night duty.

42. In line with Ministry of Finance letter No.F.20/2/2014-PPD(pt) dt 20.9.2016, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities

for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the MSEs.

43. In this regard, in this bid exemption for experience to MSE is not given. But exemption to turnover is only given to MSE.

44. Railways has the right to cancel the contract with **1 month** notice period at no cost and without furnishing any explanation or reason.

45. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria only. As the contract is related to inspection daily commute and sudden emergency movements, prior experience is needed, subject to meeting of quality

and technical specifications.

46. Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation 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.

This 25% variation is not applicable for extra km or extra hour payment.

47. Any illegal article / Material transported at any time in the vehicle will result in termination of Contract and the SD available will stand forfeited. No correspondence in this matter will be entertained.

48. During the contract period contractor should provide the vehicle to the Railway Official regularly without any break as per GEM Contract if not provided regularly or not providing the vehicle after obtained the contract the SD will be forfeited. No correspondence in this regard will be entertained.

49. The geographical presence of the bidder i.e. location of an office of the bidder must be in the state of consignee i.e. **TAMIL NADU** at the time of bid opening which shall enable ease of access with the bidder and the Geographical Location of the Service Provider at Consignee state i.e., Tamil Nadu - to be uploaded in the bid document named as 'Registration Certificate for Geographical Presence as required by the Buyers only.

50. In case of any variation in the prices of fuel either on increasing / decreasing side will not be taken into consideration and only the accepted rate as per the contract will confirm to be applicable in the entire period of contract.

51. **A logbook shall be maintained for all the vehicles by the official under whose control the vehicle is placed. The Kms/hrs utilized shall be entered on daily basis to ensure proper account at the end of the month/specified period. No bill shall be admitted for payment without the counter signature with clear designation of the officer/nominated official.**

52. In case of any accidents/ violation of rules, the Railway shall not have any responsibility. The contractor's should indemnify the Railway's for any amount it has to pay towards damages / compensation arising out of the contract.

53. The Service Provider shall comply with all rules and regulations issued by State / Government from time to time applicable to this contract.

54. The Vehicle Provided will meet the latest government standards for safety and pollution. The Service Provider to provide service in accordance with latest versions of Motor Vehicle Act.

55. Driver should be neatly dressed preferably in White Dress.

56. Driver should not use mobile phone while driving.

57. Driver should be polite and behave properly.

58. Driver should not be changed very frequently as it affects the smooth working.

59. Vehicle should have full tank petrol / Diesel and sufficient balance in toll gate pass.

60. All relevant papers of the vehicle like RC Book, Pollution Certificate, Fitness Certificate etc., Driving license of driver should be available in the Vehicle.

61. If the driver on duty fails to adhere to the time schedule or if the driver is found doing un-satisfactory performance against those listed in the conditions, a penalty depending upon the severity of the failure which will be levied by the Superintendent or any other authorized representative.

62. Failure to comply with contractual obligations will invite imposing of penalty depending upon the severity of the failure which will be levied by the **SR.DEN/SOUTH/MDU** or any other authorized representative. Quantum of component wise contractual failure will be based on monthly basis for imposing penalty. Apart from this, the claim for non-compliance will be disallowed.

63. The administration shall have the right to terminate the contract if in their opinion (shall be final on the parties) the contract is found not conforming to the conditions in spite of the previous warning given to the

contractor to act according to the terms. In case of non-compliance of contractual obligations in full/ partial or the contractor failing/ deserting of the contract, labour / alternate arrangements will be made by the administration to carry out the work and the cost of alternate arrangements will be borne by the contractor and the same will be recovered in the running bill of the contract for this purpose.

## **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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---