बिड संख्या/Bid Number: GEM/2026/B/8101984

दिनांक /Dated: 05-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-10-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-10-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South East Central Railway
कार्यालय का नाम/Office Name	Hq New General Manager Secr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sourabh.chandra@gov.in Buyer Email id: harish.mahendra@gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - 4744697
समान श्रेणी/Similar Category	• Goods Transportation service - Monthly Based Service
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	23.73 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4744697
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	94900

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India

ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

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

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PFA SEC. Railway/BSP
South East Central Railway/ Bilaspur. Ministry of Railways
(Pfa Sec. Railway/bsp)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service

provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. 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.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:1790752991.pdf

Pre Qualification Criteria (PQC) etc if any required:1790753063.pdf

Scope of Work:1790753079.pdf

Penalties:1790753086.pdf

Payment Terms:1790753100.pdf

Project Experience and Qualifying Criteria Requirement:1790753112.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1790753187.pdf

Any other Documents As per Specific Requirement of Buyer -1:1790753195.pdf

GEM Availability Report (GAR):1790839853.pdf

Instruction To Bidder:1790839877.pdf

Custom Bid For Services - 4744697 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	4744697

विवरण/ Specification	मूल्य/ Values
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Harish Kumar Mahendra	495004,Office of Sr DEN/BSP, At Titli Chowk, Next to State bank of India, Railway colony, Bilaspur CG	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   Office of SSE/P.Way/BSP
   Office of SSE/P.Way/BSP
   Office of SSE/P.Way/BSP
   Office of SSE/P.Way/BSP
   Office of SSE/P.Way/BSP
   .

3. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. 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.

4. **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.

5. **Forms of EMD and PBG**

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

   PFA SEC. Railway/BSP
   payable at
   PFA SEC. Railway/BSP
   .
   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.

6. **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

   PFA SEC. Railway/BSP
   . The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

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

   PFA SEC. Railway/BSP
   payable at
   PFA SEC. Railway/BSP
   . 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. **Buyer Added Bid Specific Scope Of Work(SOW)**

   Text Clause(s)

SCOPE OF WORK

RATE SHEET & TENDER SCHEDULE

Name of work: - Hiring of 3 Ton (01 No.) & 4.5 Ton (01 No.) Capacity truck under the jurisdiction of SSE/P.Way/BSP for 36 Months.

–

Sl. No.	Description of work	Deptt.Value (In Rs.)

1	_Schedule A Hiring of 4.5 Ton (01 Nos.) capacity truck under the jurisdiction of SSE/P.Way/BSP for 36 Months. .	**25,22,846.15/-**
2.	**Schedule B** Hiring of 3 Ton (01 Nos.) capacity truck under the jurisdiction of SSE/P.Way/BSP for 36 Months.	**22,21,850.81 /-**
	Total Tender Value (A+B)	**47,44,697.00/-**

Schedule A

Item- 1	Hiring of one 4.5 Ton capacity Truck under the jurisdiction of Senior Section Engineer/ P.Way/BSP for 36 Months.					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	021470	Hiring of Truck of loading capacity 4.5 MT and running upto 2000 km per month (with 24 hours availability) for leading of Engineering Machines, Materials & Men, as desired by Engineer-incharge. It includes cost of driver, helper, fuel, e.g. diesel, mobil oil, brake oil etc. alongwith related repairs works and all type of taxes as admissible by State or Central Governments, octroi, toll tax, barrier tax etc. Vehicle shall run on pucca, kutcha road including along the track. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. (USSOR-2010-021470) This vehicle run Under **SSE/P.Way/BSP section.**	Each per Month	36	52450.46	1888216.56
2	021480	Extra over item no. 021470 for every additional km or part thereof over 2000 km in a month. (USSOR-2010-021480)	Km	0	26.54	0
					Total	1888216.56
T.I 33.61% of Item no. 01 & 02 (USSOR-2010) from sanctioned Est. no. 40/BSP/26						634629.59

					Total	2522846.15

Schedule B						
Item- 1	Hiring of one 3 Ton capacity Truck under the jurisdiction of Senior Section Engineer/ P. Way/BSP for 36 Months.					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	NS-1	Lum sum charges of placement of 03 (Three) tones capacity truck with contractor's driver consumable taxes & other incidental charges etc. complete.	Per Day	1095	1419.17	1553991.15
2	NS-2	Rate per Km. Running of truck of 03 (Three) tones capacity truck with contractor's fuel, consumable etc. complete.	Km	50102	13.33	667859.66
					Total	2221850.81

–

- **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment Click here to view the file.

- **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Project Experience and Qualifying Criteria Requirement

S.No.	Description
A.	**Work Experience**:
1	The bidder should have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract for a minimum of 35% of advertised value of the bid.

2	Completed service contract includes on-going service contract subject to payment of bills am ounting to at least 35% of the advertised value of the bid.
3	**Definition of Similar Nature of Work: -**Any work providing hiring of vehicle to any Govern ment Organization/PSU.
4	**Financial Standing:** The Bidders will be qualified only if they have minimum financial capab ilities as below**:**
i.	**T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less th an 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet refle cting financial turnover certified by chartered accountant with stamp, signature and member ship number shall be considered. However, in case, the audited balance sheet of previous financial year is not r eady, certificate issued by chartered accountant on the basis of any other government appro ved documents like GST return/VAT statement (if applicable) will be considered for evaluatio n. This is as per railway board's letter no. 2016/EnHM/06/02, New Delhi, Dtd: 18.10.2018.
ii.	**T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or bankin g reference certified by chartered accountant with stamp, signature and membership numbe r 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/Consor tium. In case the Net Current Assets (as seen from the balance sheet) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets an d submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India and it sh ould not be more than 3 months old as on date of submission of bids.

(5) The tenderer(s) must submit/upload following duly filled 'Annexures' and 'Supporting documents' issued by the respective authorities/agency mentioned thereof in the Annexures & documents that are required in support of fulfil ment of Eligibility Criteria. If not submitted, their bid(s) will not be evaluated.

- **Annexure-Y** along with audited balance sheet duly certified by Chartered Acc ountant.

OR

Annexure-7 for net current asset along with the audited balance sheet duly certif ied by Chartered Accountant.

- Annexure-W for work completion certificate or ongoing certificate

· Banking reference should be as per‘Annexure-6’duly issued by Scheduled Bank.

OR

Liquidity Criteria as per‘Annexure-9’duly issued/certified by Chartered Accountant certificate.

OR

Annexure-7 for net current asset along with the audited balance sheet duly certified by Chartered Accountant.

· Company establishment certificate and company’s work order copy/agreement copy/completion certificate etc. as proof of experience in operation.

· EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of bid.

· Undertaking as per Annexure‘J’ details of Employment/partnership etc. of Retired Railway Employees as per Indian Railways Standard General Conditions of Contract- (Service)-2018 with all correction slips up-to-date. Tender without the information above referred to or a statement to the effect that no such retired engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected. Format given in Annexure-J in attached documents”.

· Annexure-V- The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Non submission of the certificate or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.

· Annexure-V (A) (if Applicable) - Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer

· Annexure-E- Bank Details for Bill Payment.

· Annexure-F- Self certificate for Non-Blacklisting & Debarment.

· Annexure-K- format for new hiring of vehicle (If applicable)

· Annexure-3-Indemnity Bond for Security.

· Annexure-8-Declaration of Information regarding Disqualification, Termination or penalty.

· The Tenderer shall submit valid documents/certificates related to the constitution of their firm, such as: Affidavit or Declaration in case of Proprietorship Firm, Partnership Deed in case of Partnership Firm, Certificate of Incorporation along with Memorandum and Articles of Association in case of a Company, etc. In addition, a duly notarized Power of Attorney shall be submitted, wherever applicable, if the Tenderer intends to authorize any person to act on their behalf.

· **Documents Related to the Proposed Vehicle :**

The following documents in respect of the vehicle proposed to be deployed for the work must be submitte d along with the bid:

1. **Registration Certificate (RC):** Copy of the valid RC of the proposed vehicle.
2. **Insurance Certificate:** Copy of valid motor vehicle insurance.
3. **Permit Certificate:** Copy of valid permit authorising the vehicle to ply in minimum the State of Madhya Pradesh & Chhattisgarh. Therefore, contractor must submit road permit of these states i.e . Madhya Pradesh & Chhattisgarh.
4. **Fitness Certificate:** Copy of valid Fitness Certificate of the proposed vehicle.
5. **Pollution Under Control (PUC) Certificate:** Copy of valid PUC Certificate.
6. **Vehicle Hiring Agreement:** In case the proposed vehicle is not owned by the tenderer and is being hire d from the vehicle owner, a duly notarised hiring agreement executed between the vehicle owner and the tenderer, on non-judicial stamp paper, shall be submitted.

The above documents/certificates must be valid as on the date of opening of the tender.

OR

In case of Proposed Purchase of New Vehicle:

In case the tenderer proposes to purchase a **new vehicle specifically for deployment against the tendered w ork**, the tenderer shall submit a **duly notarised self-declaration/affidavit in the prescribed format (Annexu re-K)** on non-judicial stamp paper of minimum value of **₹100/-**.

The proposed vehicle shall conform to the required **minimum carrying/loading capacity of 3 Ton and/or 4.5 T on**, as applicable to the vehicle being offered.

The tenderer shall specifically indicate the **Make and Model Number** of the proposed vehicle and shall submit doc umentary evidence such as the manufacturer's quotation, brochure/leaflet, technical specification sheet or other aut hentic document clearly establishing the carrying/loading capacity of the proposed vehicle.

If the proposed Make and Model is found not to satisfy the minimum carrying/loading capacity stipulated in the tend er, the bid/offer of the tenderer shall summarily **rejected**.

· Non-submission of any/all aforementioned annexure shall lead to summarily rej ection of the offer of the tenderer.

7.	**The vehicle should be certified fit by Motor Vehicle Inspect or/RTO for transportation of goods as on the date of tender opening will be considered for placing on hire. The tenderer has to give "full details of registration No., date of registration, make etc. of vehicle" if already owned and hired by him or details of make etc. if proposed to be purchased new, along with submission of tender.**
8.	**The vehicles deployed on the job should be fit in all respects for oper ation in accordance with prevailing Motor Vehicles and Act and Rules , amended from time to time and all their relevant valid R T O docum ents like R C book, Insurance certificate, fitness certificate etc., must be available with the taxes, levies, fees etc., paid upto date. The con tractor shall be exclusively and solely responsible for any lapse in this regard and Railway stands completely indemnified by the con tractor against such defaults.**

SPECIAL CONDITIONS OF CONTRACT	
1	**SPECIAL CONDITIONS OF CONTRACT-I**
1.1	The rate includes all major/minor repairs, servicing of vehicles, cost of lubricants and any other consumables required from time to time, driver's salary and allowances, all taxes, duties, toll taxes, parking charges, incidental charges, penalties and charges for inspection certificates as imposed by Central/State/Local Govt. bodies for running of vehicles.
1.2	No accommodation will be provided by the Railway to the driver, he has to make his own arrangement for boarding and lodging.
1.3	The contractor shall be completely responsible for safe running of vehicle; Railway will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.
1.4	For the purpose of payment, office premises of concerned SSE(P.Way) shall be considered as garage for the vehicle. The vehicle shall be parked in the office premises of the concerned SSE (P.Way).
1.5	Driver of the vehicle should maintain a log-book indicating particulars as (i) Date & Time (ii) From and to (iii) Kilometer (iv) type and approximate quantity of material transported (v) signature of driver (vi) signature of SSE(P.Way) (vii) counter signature of ADEN.
1.6	Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
1.7	Contractor has to deploy vehicle driver having valid driving license and mobile phone round the clock and the vehicle should be insured against accident etc. as per rules and statutory obligations.
1.8	INDEMNITY: The contractor shall at all times indemnify the railway administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of omissions on the part of the contract during the currency of this contract.

1.9	That the contractor agrees to indemnify the railway administration against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the Railway Administration will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation thus payable under the terms of section-12 of the said act together with all or any cost incurred by the railway administration in such connection and the contractor further agrees that the decision of the Engineer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.
1.10	Railway in no case is responsible for any legal matter arising of any State/Central Govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
1.11	All other charges of Central Govt., State Govt. or any other authorities, if any, are to be borne by the successful tenderer.
1.12	Driver may be asked to stay in any place along with the vehicles during the course of work within jurisdiction of SECR.
1.13	The terms of the contract will be for 36 months. However, the railway reserves the right to terminate the contract after giving one month's notice.
1.14	If vehicle is out of order or under scheduled maintenance, an alternative vehicle of same type in good condition will have to be temporarily made available to the railway, failing which a penalty of Rs.4,000/- per day against each vehicle will be imposed.
1.15	The nominated 3 Ton or 4.5 Ton truck shall be used exclusively for railway purpose only for carrying of railway materials like track fittings, rail fish plates, SEJs, small track machines, welding equipment, welding portion, glued joints, sleepers, fuel, oil lubricating, labours etc. Contractor will not be allowed to use it for any other purpose.
1.16	The contractor shall possess the vehicles which he proposes under this tender/contract registered by competent authority in his name/company or firms name/partners name or shall have a power of attorney of the vehicle in his name/company or firms name/partners name.

1.17	The drivers put on the job by the contractor must always possess valid driving license, registration papers, road tax paid receipts, etc. Before commencement of the work, contractor has to submit all the details of driver i.e. copy of licence, residential address, mobile phone no. etc.
1.18	The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person or persons, nor shall the contractor take any partners without the prior written consent of controller of the concerned department.
1.19	The contractor agrees for recoveries being made by the Railway Administration from his monthly bills or security deposit of the contract from any other amount due to him on account of payments made to the contract, inadvertently.
1.20	In case of the recoveries to be made, exceeds the security deposit, the contractor shall further make good the deficiency in cash within 5 days of the date of demand to this effect.
1.21	Variation in contract quantities: The variation in contract quantities will be governed by Standard **General Condition of Contract (Service)-2018 with up - to - date correction slip.**
1.22	The contractor in addition to the indemnity provided by law shall indemnify the Railway Administration against all liability whatsoever to pay compensation under Workmen Compensation Act 1923 as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.
1.23	The vehicles may have to go the sites of all types including Kachcha road etc., the vehicle shall also be required to go along the Railway embankment for approaching any desired Km or site. Any excuses about condition/existence of the road will not be accepted.
1.24	The contractor shall ensure that all the meters particularly the kilometer/speedometer and other devices of vehicle are always in working condition. In case, if Engineer-in-charge or his authorized representative points out any defects, the contractor at his own cost shall immediately rectify the same. And in the meantime, the contractor shall arrange another vehicle so that the Railway's work does not get hampered. If the meter goes out of order, the reading given by the officer shall be the final and binding on the contractor.

1.25	Vehicle may be used for transporting of man etc if required.
1.26	The contractor shall be liable to honor Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self- Govt./Municipal requirements etc. and shall be solely responsible for any breach thereof. Railway stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertence) by the contractor or his employees, representatives etc. of such statutory provisions in force.
1.27	The Truck shall have to perform in the state of Madhya Pradesh & Chhattisgarh. Therefore contractor must have road permit of all these states i.e. Madhya Pradesh & Chhattisgarh.
1.28	For any material, machinery, or components transported to or from other states (such as RDSO/TPP in UP, Nagpur division, Manmad in Maharashtra, etc.), the Contractor shall solely obtain all necessary truck transit permits, state entry/exit permissions, and e-Way bills. All associated costs, fees, taxes, and toll charges shall be borne entirely by the Contractor, and no separate payment or reimbursement will be made by the Railways on this account.
1.29	Railway reserves the right to get the work executed any where in the entire jurisdiction of Sr.DEN/Central/BSP with the prior written orders of the Sr.DEN/Central/Bilaspur whenever the work is required to be executed outside the jurisdiction specified in the tender.
1.30	The vehicle driver should be available to the railway from 06.00 hrs. to 22.00 hrs. on all days of week. If required the Railway may also utilize the vehicle beyond these hours, without any extra payment.
1.31	The vehicle shall be generally required for running in section around the jurisdiction of **SSE/P.Way/BSP** and in other sections of S.E.C.Railway. Sometime overnight stay may be required at any of the stations. No accommodation or extra payment will be provided by the railway for the driver and cleaner of the vehicle at any place in such overnight stay.
1.32	**The vehicle should be certified fit by Motor Vehicle Inspector/RTO for transportation of goods as on the date of tender opening will be considered for placing on hire. The tenderer has to give "full details of registration No., date of registration, make etc. of vehicle" if already owned and hired by him or details of make etc. if proposed to be purchased new, along with submission of tender.**

1.33	**The vehicles deployed on the job should be fit in all respects for operation in accordance with prevailing Motor Vehicles and Act and Rules, amended from time to time and all their relevant valid R T O documents like R C book, Insurance certificate, fitness certificate etc., must be available with the taxes, levies, fees etc., paid upto date. The contractor shall be exclusively and solely responsible for any lapse in this regard and Railway stands completely indemnified by the contractor against such defaults.**
1.34	Special Conditions for payment & penalties
1.34.1	Payment for hiring of 3 Ton or 4.5 ton truck shall be made once in three months.
1.34.2	In case vehicle is out of order or under schedule maintenance or not available due to any reason, an alternate arrangement shall have to be done by the contractor. In case of failure in arranging alternate vehicle, a penalty of Rs.4000/- per day shall be imposed.
1.34.3	Contractor shall make suitable alternate arrangement if driver engaged is on leave/rest/sick etc. If contractor fails in doing so, a penalty of Rs.3000/- per day shall be imposed. However, for emergency use Railway may engage own staff having proper & valid driving license. Railway shall not be responsible for any damage in the vehicle during such uses. In these cases, penalties of Rs.3000/- per day shall still be imposed, however distance (Km) ran shall be counted for billing.
1.35	All the payment will be made through electronic fund transfer only through any of the nationalized/scheduled bank. For this the proforma given at **Annexure-E** is to be essentially filled up by the tenderer before submitting his tender.
1.36	One 3-ton-capacity truck and one 4.5-ton-capacity truck shall be provided to **SSE/P.Way/BSP** for a period of 36 Months.

.

- **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be

treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such

representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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

---धन्यवाद/Thank You---