बिड संख्या/Bid Number: GEM/2026/B/8267049

दिनांक /Dated: 16-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-12-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Indian Railway Finance Corporation Limited
कार्यालय का नाम/Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dmb@irfc.nic.in Buyer Email id: admn@irfc.nic.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 km x 320 hours; Local
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. **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 100% (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.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

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

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

Geographic Presence in States:ATC

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

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package: As per IRFC ATC

Scope of Work: 1794831800.pdf

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Local (6)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Tata Tigor
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2025
Km Travelled	As per IRFC ATC
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

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	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Satish Chandra Srivastava	110003,INDIAN RAILWAY FINANCE CORPORATION LTD UG FLOR, EAST TOWER , NBCC PLACE, BHISHAM PITAMAH MARG , PRAGATI VIHAR, LODHI ROAD, NEW DELHI	6	• Duration in Months for which service is required : 12

Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 Km X 320 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna
Usage Variant	2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2025
Km Travelled	As per IRFC ATC
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

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	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Satish Chandra Srivastava	110003,INDIAN RAILWAY FINANCE CORPORATION LTD UG FLOR, EAST TOWER , NBCC PLACE, BHISHAM PITAMAH MARG , PRAGATI VIHAR, LODHI ROAD, NEW DELHI	1	• Duration in Months for which service is required : 12

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

1. Please refer to IRFC ATC for Technical Eligibility of participating Bidders.
2. Please provide & Submit Annexure related to EMD (BID Declaration is required in lieu of EMD).
3. Participating Bidders must have branch Office or Registered Office within Delhi NCR and please pr ovide self-undertaking letter in this regard as per Technical Eligibility Criteria of A TC document.
4. Security Deposit - 5% of Contract Value to be submitted by Selected Bidder (if awarded).
5. Petrol or CNG vehicles are preferred only.
6. Registered vehicle on or after 01.01.2025 are being considered in this tender.
7. Failure to meet the “Technical Stage Eligibility Criteria for Service Provider” i. e., (Sr. No 1 to 6) du ring evaluation process, shall proceed under the bid for nonresponsive and liable for rejection. In c ase of, non-submission of Annexure 1 & Annexure 2 duly certified by CA with having UDIN, and all other documents as mentioned in ATC document (Technical Eligibility), will render the bid to be su mmarily rejected.

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2. **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---

Indian Railway Finance Corporation Limited

(Navratna – A Government of India Enterprise)

Open Tender in GeM portal

(Monthly Basis Cab & Taxi Hiring Services)

(2026-27)

Invitation of Bids

ENGAGEMENT & APPOINTMENT OF SERVICE PROVIDER FOR HIRING OF 'VECHILES/CAB/TAXIS' ON MONTHLY BASIS (including Driver & Fuel)

Scope of Work

(On Monthly Hiring Basis with Driver & Fuel arrangements)

ENGAGEMENT & APPOINTMENT OF SERVICES PROVIDER FOR HIRING OF 'VECHILES/CAB/TAXIS' ON MONTHLY BASIS

Sl No	Vehicle Type/Equivalent Model	Usage Variant	Number of Vehicles hired	**Hiring Cost of Vehicle per Month (Monthly Base Fare) (Incl of GST)**	Duration in Months	Total Price **(Incl of GST)**
			"A"	"B"	"C"	= [A x B x C]
1	Maruti Dzire/Honda Amaze/Hyundai Aura/Tata Tigor/Equivalent Sedan model Type of Service: Local within Delhi NCR or as per IRFC usage Type of Vehicle: A/C Fuel Type: Petrol or CNG only Year of Registration Date of Vehicle: 01.01.2025 & above onwards KM traveled: up to 50000 km	**2500KM x 320 Hrs**	06Nos	Rs.	12months	Rs.
2	Maruti Ciaz/Hyundai Verna/Honda City/Equivalent Premium Sedan Model Type of Service: Local within Delhi NCR or as per IRFC usage Type of Vehicle: A/C Fuel Type: Petrol or CNG only Year of Registration Date of Vehicle: 01.01.2025 & above onwards KM traveled: up to 50000 km	**2500KM x 320 Hrs**	01Nos	Rs.	12months	Rs.
Grand Total Cost (Sl No (1+2) inclusive of GST =						Rs.
In Words :						

Note :

i) All vehicles to be deployed during the tenure of the contract with IRFC shall be 'petrol or CNG-operated only' and shall be registered on or after 01.01.2025. The quoted rates shall be inclusive of driver and fuel charges.

ii) Number of Vehicles are indicative and tentative in nature. The actual number of vehicles may increase or decrease (including up to zero) based on IRFC's usage and requirements during the contract period. The arrangement shall operate on an "as and when required" basis, depending upon the operational requirements of Indian Railway Finance Corporation (IRFC). Issuance of GeM Contract Order shall not confer any right upon the service provider for assured engagement, placement of vehicle hiring services, or payment. Vehicles shall be requisitioned only against actual requirements through specific deployment instructions issued by the IRFC consignee (Admin Section), and payments shall be made strictly for the services actually availed. IRFC reserves the right to place requisitions in accordance with the above Scope of Work during the contract period, as per its requirements. Such requisitions shall be binding on the contractor, and the decision of IRFC in this regard shall be final and conclusive. Further, the requirement of the number of vehicles will be based solely upon requirement of IRFC for each usage variant from time to time during the contract period.

iii) Pick-up & Drop Facility (Monthly Hiring):

The pick-up and drop arrangement for the hired vehicle(s) shall be determined by the authorized user of IRFC or IRFC (Administration) as per official requirements. The deployment of the vehicle may include, but not be limited to, travel from residence to office, office to residence, office to any official duty location, or from any designated pick-up point to an official visit location and vice versa. The instructions issued by IRFC (Administration) or the authorized user from time to time regarding routes, timings, and usage shall be final and binding on the contractor (service provider). The service provider shall ensure flexibility and readiness to comply with such directions without any additional conditions, subject to agreed contract terms.

iv) Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected: Please refer to below mentioned table.

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package: Please refer to below mentioned table.

Sl No	Usage Variant	Extra usage beyond
1	Sedan Car **2500KM x 320 Hrs**	Pro-rata Basis as per Accepted Rate of Selected Bidder
2	Premium Sedan Car **2500KM x 320 Hrs**	

v) IRFC reserves the right to exercise the **Option Clause** (upto 100%) in accordance with its internal policy (IRFC/Admn) as determined from time to time with respect to requirement/needs of IRFC. IRFC further reserves the right to implement such Option Clause over & above the original contract/tender value, based on its requirements from time to time during the contract period. Under this provision, IRFC may enhance the above scope of work beyond the original contract/tender value, as deemed necessary

Specifically, for monthly hiring of vehicles, IRFC reserves the right to increase the quantity of vehicles for each usage variant within the respective vehicle categories during the operational period of the contract as follows:

- Up to 100% of the contracted quantity for each usage variant of Sedan/premium vehicles,

The exercise of the Option Clause shall be at the sole discretion of IRFC and shall be binding on the contractor. Any such increase shall be executed on the **same rates, terms, and conditions** as stipulated in the original contract. Further, the actual number of vehicles deployed under the contract may vary during the contract period and may increase, decrease, or even reduce to zero, depending on IRFC's requirements. The contract shall operate strictly on an **"as and when required" basis**. Deployment of vehicles shall be made only against specific requisitions issued by the IRFC Consignee (Administration Section). Payments shall be made strictly for the services actually utilized by IRFC.

vi) IRFC instructions shall prevail on case-to-case basis matters for smooth functioning & operational activities of tender (post-award activities). IRFC decision shall be final and binding.

vii) IRFC reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract at any time, without basically effecting the core of the contract.

viii) In case of any clarification, ambiguity, overriding provisions, waiver instructions, payment terms or related matters etc., during currency of contract period, IRFC (Admn) reserves the sole right to take the final decision. Such decisions shall be binding on all concerned parties and applicable under all circumstances.

Chapter-1

BIDs under **Single Packet system** through GEM portal are invited from reputed, experienced and financially sound Companies / Firms / Agencies etc., for **Hiring/Engagement of Cab-Taxi** Services (including Driver Plus Petrol/CNG only) through Service provider **on Monthly Basis** for Indian Railway Finance Corporation Limited, Upper Ground Floor, East Tower, Pragati Vihar, Lodhi Road, New Delhi – 110003 as per schedule: -

1. ELIGIBILITY CRITERIA FOR SERVICE PROVIDER: -

The bidders must fulfil the following minimum eligibility qualifying criteria and such Bidders must enclose their supporting documents wherever applicable along with their proposal. The Bid documents wherever applicable, in complete, are also to be uploaded in GeM Portal.

Sr No	Qualifying Criteria	Documents Required
1	**Experience – Technical Eligibility:**	
	The Bidder must have past experience of providing similar completed services/ work (Hiring or Engagement or AMC of Vehicles or Daily or Monthly or DLY taxi of Cab-Taxi-vehicle** Services) during the period of Seven Years (**1st April 2019 to 31st March 2026) to any Government organization/ Departments/ Ministry/ Public Sector Undertakings/Public Listed Company**, with either of the following: a) Three similar works each costing not less than the amount equal to 30% of the advertised Value of the tender i.e., **Rs 9.29 Lakhs** **(OR)** b) Two similar works each costing not less amount equal to 40% of advertised Value of the tender i.e. **Rs 12.38 Lakhs** **(OR)** c) One similar works costing not less than the amount equal to 60% of advertised Value of the tender i.e**. Rs. 18.58 Lakhs** ** Similar completed services/work means **Hiring or Engagement or AMC of Vehicles or Daily hiring or Monthly hiring or DLY taxi of Cab-Taxi-vehicle** Services in India, for any Government organization/ Departments/ Ministry/ Public Sector Undertakings/ Public Listed Company, during the period 1st April 2019 to 31st March 2026.	A Certificate from the Chartered Accountant to be enclosed in the form of **Annexure – 1** containing list of organization/clients – Hiring/Engagement of Cab-Taxi Service of similar works having UDIN mentioned on it & upload the same in GeM. Document-A: GeM Contract Orders or Service Orders or Contract agreement or Letter of Award or any similar documents showing award of the work that establish/confirm that the participating bidder received a contract/order during the period from 01.04.2019 to 31.03.2026 as specified under (a) or (b) or (c) Document-B: Completion Certificate/Letter (or) Performance Certificate (or) Client Confirmation (or) Satisfactory Performance Certificate/Letter (or) Proof of Invoice Payment receipt (i.e., Invoice along with proof of payment), (or) CRAC (GeM) or any similar document evidencing successful completion/execution of the work which establishes/confirms that the participating bidder successfully completed the contract/order during the period from 01.04.2019 to 31.03.2026 as specified under (a) or (b) or (c) **Note :-** Annexure-1 (Signed by CA having UDIN) with Supporting Documents such as "One Copy from Document-A & One Copy from Document-B together must support and establish one Complete Order meeting the qualifying contract value as specified under (a) or (b) or (c), confirming that the participating bidder received the contract/order during the period from 01.04.2019 to 31.03.2026 and completed the same within the stipulated period."
2	**Financial Turnover - Eligibility Criteria: -** **Minimum Average Annual Turnover of the Bidder (For three yrs)** Note: During the last three financial year ended 31st March 2023, 31st March 2024 & 31st March 2025 based on standalone audited accounts. The audited average annual Turnover of the firm should not be less than **Rs. 46.45 Lakhs.** The turnover should be applicable to bidder entity and not for its group of companies/ subsidiary companies/ parent company.	The Certificate from the Chartered Accountant to be enclosed as per **(Annexure – 2)** having UDIN mentioned on it & upload the same in GeM. **(Or)** Copy of **Chartered Accountant** (certificate with UDIN) duly certifying ***Average Annual Turnover*** of the Bidder (three years) for the period 2022-23, 2023-24 & 2024-25 not less than 46.45 Lakhs of the participating Bidder.

		(Or) Copy of Audited Financial Statement duly signed and stamp by auditor for the period 2022-23, 2023-24 & 2024-25
3	**Fleet of owned vehicles with service provider**	Self-Undertaking for Providing Vehicles in Hiring Services **(Annexure-3)**
4	**Drivers on Payroll (in Numbers)**	Self-Undertaking regarding Availability of Drivers on Payroll **(Annexure-4)**
5	**Geographic Presence in States**	Self-Undertaking (Office Presence within Delhi NCR) **(Annexure-5)** **(or)** Provide any one copy of proof of Incorporation certificate or proprietorship or Electricity Bill or registration deed etc., for establishing the same.
6	**BID Security Declaration in Lieu of EMD**	Please provide **(Annexure-6)** in lieu of EMD. (Bidders claiming exemption from submission of EMD in accordance with the applicable provisions of the GeM GTC shall, submit the requisite documentary proof of such exemption as specified under the GeM GTC. Such bidders shall not be required to submit Annexure-6.)

Note:

Failure to meet the "Technical Stage Eligibility Criteria for Service Provider" i.e., (Sr. No 1 to 6) during evaluation process, shall proceed under the bid for non-responsive and liable for rejection. In case of, non-submission of Annexure 1 & Annexure 2 duly certified by CA with having UDIN, and all other documents as mentioned above, will render the bid to be summarily rejected.

Annexure- 1

List of organization- ENGAGEMENT & APPOINTMENT OF SERVICES PROVIDER FOR HIRING OF 'VECHILES/CAB/TAXIS (including Driver & Petrol/CNG)' On Monthly BASIS

1. **Name of the Firm/Agency etc., :**
2. **Address of Firm/Agency:**

Past experience of '**ENGAGEMENT & APPOINTMENT OF SERVICES PROVIDER FOR HIRING OF 'VECHILES/CAB/TAXIS' ON Monthly BASIS** during the period of Seven Years (**1st April 2019 to 31st March 2026)** to any Government organization/ Departments/ Ministry/ Public Sector Undertakings/ Public listed company.

S/No	Experience Criteria as per Technical Stage	Name of the Organisation/Department/Ministry/PSU/Listed Company where project executed	Whether Govt Organisation/Department/Ministry /Public sector undertaking /public listed company	Period of Contract		Value of Contract (In Rs.)	Contract No.& date	Completed
				From	To			
1 **(or)**	Three similar works each costing not less than the amount equal to 30% of the advertised Value of the tender i.e., **Rs 9.29 Lakhs**	a)						
		b)						
		c)						
2 **(Or)**	Two similar works each costing not less amount equal to 40% of advertised Value of the tender i.e. **Rs 12.38 Lakhs**	a)						
		b)						
3 **(Or)**	One similar works costing not less than the amount equal to 60% of advertised Value of the tender i.e**. Rs. 18.58 Lakhs**	a)						

It is certified that the information furnished above is true and correct.

Signature of Chartered Accountant
(Stamp)
UDIN :

Date:
Place:

Annexure-2

Bidders' Audited Annual Turnover in the Last Three (3) Years as required under Financial Turnover-Technical Eligibility Criteria of Chapter-1

1. Name of the Firm/Agency (participating Bidder):
2. Address of Agency:
3. Financial Turnover & Status of the participating Bidder:

S.No.	Year	Annual Turnover (Rs. in Crore)	Remarks (if any)
i	2022-23		
ii	2023-24		
iii	2024-25		
Annual Average Turnover			

It is certified that the information furnished above is true and correct.

Signature of Chartered Accountant
(Stamp)
UDIN :

Date:
Place:

Annexure-3

To
Indian Railway Finance Corporation Limited (IRFC)
New Delhi

Subject: Self-Undertaking for Providing Vehicle Hiring Services

I/We, _____ (Name of the Service Provider/Firm/Company), having our registered/branch office at _____ (Address), do hereby solemnly affirm and undertake the following in respect of the tender for hiring of vehicles by **Indian Railway Finance Corporation Limited (IRFC)**:

1. Availability of Vehicles

I/We hereby confirm that our firm/agency owns and possesses a minimum of **four (04) vehicles** registered in the name of the firm/agency and meeting the specifications prescribed in the Scope of Work (having such as Maruti Dzire or Honda Amaze or Maruti Ciaz or Tata Tigor or Honda City or equivalent models).

I/We further undertake to provide additional vehicles, if required by IRFC, upon award of the contract.

2. Vehicle Specifications

I/We undertake to provide vehicles that are in good working condition, properly maintained, and registered on or after **01.01.2025**. The vehicles deployed under the contract shall be **Petrol or CNG variants only**.

3. Ownership and Regional Registration

I/We confirm that the vehicles proposed for deployment are owned by our firm/agency and are registered within **Delhi NCR and adjoining States**. The vehicles shall be capable of operating within **Delhi NCR, Uttar Pradesh, Haryana, and other locations as required by IRFC**.

All vehicles shall comply with applicable statutory provisions, RTO regulations, Motor Vehicle laws, and other rules in force during the contract period.

4. Compliance with Statutory and Legal Requirements

I/We hereby certify that all vehicles deployed under the contract shall possess valid and up-to-date documents, including but not limited to:

- Valid Fitness Certificate
- Pollution Under Control (PUC) Certificate
- Comprehensive Insurance Policy
- Permits required for operation in Delhi NCR and other approved areas

I/We undertake to maintain the validity of all such documents throughout the contract period.

5. Vehicle Condition and Maintenance

I/We undertake that all vehicles provided under the contract shall be:

- Roadworthy, mechanically sound, and properly maintained;
- Clean, hygienic, and comfortable for passengers; and

- Subjected to periodic servicing and preventive maintenance to ensure safety, reliability, and uninterrupted service.

6. Vehicle Registration Requirements

I/We hereby confirm that all vehicles deployed under the contract shall have a date of registration on or after **01.01.2025**, or such other date as may be specified by IRFC from time to time.

Further, only **Petrol or CNG-operated vehicles** shall be deployed during the entire tenure of the contract.

7. Continuity of Compliance During the Contract Period

In the event of award of the contract, I/We undertake to maintain compliance with all the above requirements throughout the duration of the contract.

Any replacement vehicle provided during the contract period shall also conform to the specifications, conditions, and eligibility requirements prescribed by IRFC.

8. Compliance with IRFC Requirements

I/We agree to comply with all terms and conditions, performance standards, service requirements, and instructions issued by IRFC from time to time in connection with the contract.

9. Responsibility and Indemnity

I/We shall be solely responsible for any deficiency, lapse, non-compliance, or violation of applicable laws, rules, regulations, or contractual obligations.

I/We further agree to indemnify and keep IRFC indemnified against any claim, loss, liability, penalty, damage, cost, or legal consequence arising out of such non-compliance.

10. Declaration

I/We hereby declare that the information furnished in this undertaking is true, complete, and correct to the best of my/our knowledge and belief.

I/We understand and agree that any misrepresentation, false declaration, suppression of facts, or failure to comply with the above undertaking may result in rejection of the bid, termination of the contract, forfeiture of Security Deposit/Performance Security, debarment from future business dealings with IRFC, and/or any other action deemed appropriate by IRFC.

Signature of Authorized Signatory: _____
Name: _____
Designation: _____
Name of Firm/Company: _____
Mobile No.: _____

Date: _____
Place: _____

Annexure-4

To,
IRFC
New Delhi

Date:

Subject: Self-Undertaking Regarding Availability of Drivers on Payroll

Dear Sir/Madam,

I/We, _____ *(Name of the Bidder/Firm/Company/Agency)*, hereby solemnly affirm and undertake the following in connection with the subject tender:

a) We have at least **04 (Four) drivers on our payroll** and possess the capability with adequate resources to deploy additional drivers, if required, during the currency of the contract upon award of work.

b) All drivers proposed to be deployed under this tender shall remain employees on the payroll of our firm/company/agency throughout the contract period.

c) We have verified all relevant documents of the drivers, including their **valid LMV (Transport) Driving Licenses** issued by the competent Regional Transport Authority (RTO), and confirm that they are legally authorized to drive the category of vehicles required under the tender.

d) All drivers proposed for deployment are medically fit, adequately experienced, and meet the eligibility requirements stipulated in the tender document.

e) Our firm/company/agency shall be solely responsible for:

- Payment of salaries/wages and all statutory compliances relating to the drivers;
- Verification and maintenance of drivers' records and documents;
- Compliance with applicable labour laws and statutory requirements; and
- Any legal, financial, or contractual liabilities arising out of their employment and deployment.

f) Responsibility and Indemnity :
We acknowledge and agree that we shall be solely responsible for any deficiency, default, negligence, non-compliance, or violation of applicable laws, regulations, or contractual obligations in respect of the drivers deployed under the contract.

We further undertake to indemnify and keep IRFC fully indemnified against any claim, loss, damage, penalty, liability, cost, expense, or legal proceedings arising out of or in connection with such non-compliance, default, or breach.

g) Replacement of Drivers :
We shall provide a suitable replacement driver immediately, at no additional cost to IRFC, in the event that any deployed driver is found unsuitable, absent, medically unfit, disqualified, or otherwise unable to perform the assigned duties.

Declaration

We understand and agree that if any information furnished in this undertaking is found to be false, incorrect, misleading, or suppressed, our bid shall be liable for rejection. Further, IRFC shall have the right to take appropriate action, including termination of the contract, forfeiture of Security Deposit/Performance Security, debarment from future business dealings with IRFC, and/or any other action as deemed appropriate under the terms of the tender.
We hereby confirm that we have read, understood, and shall fully comply with all the terms and conditions of the tender document and confirm adherence of all rules/laws/Tender conditions etc., if awarded the contract.

Thanking you.

Yours faithfully,
Signature of Authorized Signatory: _____
Name of Authorized Signatory: _____
Designation: _____
Name of Firm/Company/Agency: _____
Mobile No.: _____
Email ID: _____

Annexure-5

To,
IRFC
New Delhi

Date:

Subject: Self-Undertaking Regarding Registered/Branch Office within Delhi NCR

Dear Sir/Madam,

I/We, _____ [Name of the Bidder / Company / Firm / Agency], having our registered or Branch office at _____[Registered Office Address], hereby solemnly affirm and undertake the following in connection with this Tender:

a) That our firm/agency/company has a registered office / branch office located within Delhi NCR.
b) The details of our office in within Delhi NCR are as under:

Office Details :-

Name of Organization/Firm/Agency etc.,:	
HO or Registered Office Address or Branch Office Address within Delhi NCR:	
State & Pin code	
PAN Number	
GST Number	
Authorized In-charge Name	
Email ID	
Mobile Number	

c) That the above office is fully functional and capable of supporting operations related to the execution of the tender work.
d) That we shall ensure proper coordination, supervision, and timely response through the above-mentioned office for all matters related to this tender.

That in case any information provided above is found to be incorrect or misleading, our bid shall be liable for rejection, and appropriate action may be taken as per tender terms and applicable rules.

We hereby confirm that the above information is true and correct to the best of our knowledge and we fully comply with the eligibility criteria specified in the tender document.

Thanking you,

Yours faithfully,

Signature: _____

[Authorized Signatory Name] :-

Mob :-

Format of Bid Security Declaration In lieu of Earnest Money Deposit (EMD) / Bid Security

GeM Tender (BID) No.: _____
Name of Work: ENGAGEMENT & APPOINTMENT OF SERVICES PROVIDER FOR HIRING OF 'VECHILES/CAB/TAXIS' ON Monthly BASIS

I/We, the undersigned authorized signatory of **M/s _____**, participating in the above-mentioned tender, hereby declare and undertake that:
In the event that:

1. I/We withdraw, modify, impair, or derogate from our bid during the period of bid validity; or
2. I/We commit any breach of the tender conditions or contractual obligations that would otherwise attract forfeiture of Earnest Money Deposit (EMD); or
3. Upon acceptance of our bid, I/We fail or refuse to:
    - furnish the required Performance Security within the stipulated period;
    - submit original documents for verification, if required; or
    - sign/accept and execute the contract as per the tender conditions,

then **Indian Railway Finance Corporation Ltd. (IRFC)** shall be entitled to take action against us, including suspension/debarment from participation in future tenders of IRFC for the period prescribed under the **Incident Management Policy of GeM**, as applicable.

I/We hereby unconditionally accept the above provisions and acknowledge that this Bid Security Declaration is submitted in lieu of EMD.

Signature of Authorized Signatory: _____
Name: _____
Designation: _____
For and on behalf of M/s: _____
Date: _____
(STAMP or Office Seal)

General Terms & Conditions:

1. **Contract Period -** Period of One year only but extendable further for maximum two years with the sole discretion of IRFC subject to satisfactory performance of successful bidder.

2. **Financial BID :-** Bidders are advised to fill in all required details accurately and logically on the GeM portal at the financial stage. Bidders shall quote their rates on the GeM portal by providing the necessary details in accordance with the IRFC Scope of Work and after carefully reading the General Terms and Conditions of the contract.

   The rates quoted shall be firm and shall remain unchanged throughout the currency of the contract. The vehicle hiring service charges shall be all-inclusive, covering the cost of fuel, oil, lubricants, repairs and maintenance, comprehensive vehicle insurance with unlimited third-party liability including driver coverage, road tax, permit fees, driver wages, establishment charges, statutory dues, levies, and any other expenses required for providing satisfactory and acceptable services under the contract. GST will be paid extra.

   Note :-
   Notwithstanding anything contained in this tender document, IRFC reserves the right to assess the **reasonability of rates quoted** by the Lowest (L1) Bidder for vehicle hiring services in comparison with prevailing market rates, past procurement trends, and the scope of work defined in this tender.

   In case the quoted rates are found to be unusually high, unbalanced, or not justified with reference to the scope and service conditions, IRFC may, at its sole discretion, seek **detailed price justification and cost break-up** from the L1 Bidder through the Government e-Marketplace (GeM) portal.

   The L1 Bidder shall furnish (if called upon) all necessary supporting documents, including but not limited to cost components such as vehicle deployment charges, fuel, driver wages, statutory compliances, maintenance, and overheads, to substantiate the quoted rates.

3. However, any statutory charges imposed by the Government during the currency of the contract shall be payable to selected vendor as per the prevailing Government norms from time to time.

4. **Price variation clause:** The rates quoted shall remain unchanged till the currency of the contract. However, in case, Govt. decides to increase/decrease the price of petrol/CNG only, IRFC may consider to increase/decrease rates quoted depending upon the type of fuel being used as per the prescribed price variation formula indicated below:

   "In case, the increase/decrease is beyond 10% the rates shall be increased/decreased by 1/4th of the percentage increase/decrease in the petrol/CNG prices, "as base of calculation."

   Further increase/decrease of minimum wages applicable for driver category shall affect overall rates by 1/4th of total rates to the extent of variation in minimum wages as fixed by Govt. of Delhi.
   (i) the said rates varies by more than 10% over the current rates.

   Note : IRFC may, at its discretion, consider any request submitted by the selected vendor for a change in price due to factors such as inflation or an increase in petrol/CNG rates, provided that the request is accompanied by proper justification and supporting documents. Such requests may be reviewed by IRFC from time to time based on the submissions made by the selected vendor. The decision to allow or deny any price variation or increase shall rest solely with IRFC. This provision is optional and does not create any obligation on IRFC to approve the requested variation. The Base price of Fuel will be taken into account from the date of Opening of Tender.

5. **Evaluation Methodology :**
   The evaluation of bids shall be carried out in a **single packet system** on the Government e-Marketplace (GeM) portal.

   GEM Provision (IRFC may or may not exercise):-
   As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2024, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or

considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. **The shortfall information / documents submitted by bidder in response to clarification should be historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.**

6. **CONDITION OF VEHICLES :-**

i) The vehicles to be provided shall be in perfect working condition, duly registered for commercial use, and comprehensively insured, including unlimited third-party liability and driver coverage. All vehicles must possess valid permits, fitness certificate, Pollution Under Control (PUC) certificate, registration certificate, and all applicable taxes paid up to date, in compliance with the Motor Vehicles Act, RTO regulations, and other statutory requirements.

ii) Vehicles shall be registered on or after **01.01.2025**. They must be clean, well-maintained, and in immaculate condition (both internally and externally).

iii) The Service Provider shall ensure that services are rendered at the highest professional standards in full compliance with the terms and conditions of the contract.

iv) The Service Provider shall ensure that all vehicles are properly inspected prior to deployment at the IRFC/Consignee location.

v) All maintenance and repair works shall be carried out by the Service Provider strictly during off-duty hours so as to ensure uninterrupted availability of vehicles for IRFC's operational use. The Service Provider shall be responsible for conducting regular and periodic checks of the vehicles, including but not limited to lights, brakes, horn, indicators, air conditioning, tyres, and all other essential systems, to ensure safe, efficient, and hassle-free operations at all times. The Service Provider shall bear all costs related to the operation and upkeep of the vehicles, including repairs, preventive maintenance, cleaning, fuel, lubricants, tyre repairs/replacements (including punctures), and any other incidental expenses. All vehicles deployed under the contract must be maintained in roadworthy condition and shall comply with all applicable laws, rules, and regulations in force in India, including but not limited to Motor Vehicles Act provisions, pollution norms, safety standards, and statutory certifications. The Service Provider shall ensure that each vehicle remains fully fit and compliant for operation on Indian roads throughout the contract period. Any failure to maintain the vehicles in the required condition may result in penalties, rejection of the vehicle, or other action as deemed appropriate by IRFC.

vi) The Service Provider shall provide drivers with proper uniforms, badges, and photo identity cards at its own cost, in compliance with the Motor Transport Workers Act or any act/regulations in force from time to time.

vii) Toll charges, parking fees, and entry taxes shall be borne initially by the Service Provider and reimbursed by IRFC upon submission of valid proof.

viii) The Service Provider shall ensure passenger safety by preventing negligent driving practices such as over-speeding, rash driving, or operating defective vehicles.

ix) Comprehensive insurance coverage with unlimited third-party liability including Driver Coverage shall be maintained throughout the contract period.

x) Any change in driver contact details must be immediately communicated to IRFC.

xi) The Service Provider shall comply with all applicable labour laws and shall bear all liabilities related to compliance.

xii) IRFC reserves the right to request replacement of any driver. The Service Provider shall comply promptly without additional cost and avoid unnecessary changes without prior consultation.

xiii) The Service Provider shall maintain a detailed contingency plan for vehicle breakdowns and obtain prior approval from IRFC for substitution. Replacement vehicle (same or higher category) must be provided within **1–2 hours**.

xiv) In case of breakdown, seizure, repair, or non-availability of vehicles, the Service Provider shall arrange equivalent replacement vehicles at no extra cost, failing which penalties may be imposed as per contract provisions.

xv) Police verification and medical fitness of deployed drivers shall be ensured by the Service Provider.

xvi) Drivers shall be experienced, familiar with local routes, and reliable. The Service Provider shall be responsible for any misconduct, negligence, or disobedience by drivers.

xvii) All vehicles must be air-conditioned and equipped with essential safety equipment, including a **first aid kit and fire extinguisher**.

xviii) The Service Provider shall ensure vehicles are always clean, odour-free, and well-maintained. The cost of fuel, maintenance, repairs, and cleaning shall be borne by the Service Provider.

xix) Vehicles must report for duty with sufficient fuel. Refuelling shall be completed before reporting. Drivers shall carry funds for tolls, parking, and minor repairs.

xx) The Service Provider shall strictly adhere to deployment timings specified by IRFC. Vehicles must report on time.

xxi) **Driver Requirements:**

- Must possess a valid driving license and minimum 2 years' experience
- Must have a mobile phone with internet access for navigation
- Must remain reachable during duty hours
- Must be punctual, disciplined, and maintain professional behavior
- Must not consume alcohol, tobacco, or intoxicants during duty
- Must assist passengers courteously and maintain proper conduct
- Must carry all vehicle documents at all times
- Must wear clean uniform and maintain presentable appearance
- Any misconduct (rash driving, refusal, abuse, theft, etc.) will attract penalties

xxii) The Service Provider shall not sublet the contract. Full responsibility for execution remains with the Service Provider.

xxiii) Garage time and distance shall not be included.

xxiv) The vehicle shall remain the property of the Service Provider. Only authorized IRFC personnel shall be transported.

xxv) Drivers/staff shall remain employees of the Service Provider. Compliance with labour laws shall solely be the responsibility of the Service Provider.

xxvi) The Service Provider shall be solely liable for any damages to third parties or property arising from vehicle operation and shall indemnify IRFC against all such claims.

xxvii) The Service Provider shall ensure full compliance with all applicable laws, rules, and regulations. IRFC shall not be responsible for any violations, unlawful acts, or penalties arising out of driver conduct. The Service Provider shall indemnify IRFC against all such liabilities.

xxviii) Any seizure, detention, or requisition of vehicles by authorities shall be at the risk and responsibility of the Service Provider.

xxix) Initial Delay (Late reporting) from scheduled reporting time may attract penalties (e.g., ₹200 per hour or as decided by IRFC). Repeated delays may result in stricter action. IRFC's decision in such matters shall be final.

7. LIQUIDATED DAMAGES :-

If the Seller/Service Provider fails to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value but not exceeding 10% of the total contract value without any controversy/dispute of any sort whatsoever.

8. LOG BOOKS/TRIP SHEET :-

The Service Provider shall ensure that a **daily Log Book/Trip Sheet** is properly maintained for each vehicle for recording day-to-day movement throughout the period of deployment.

9. FORECLOSURE OF CONTRACT :-

IRFC reserves the absolute right to foreclose, terminate, or curtail the Monthly Vehicle Hiring Contract, either in whole or in part, at any time during its validity, without assigning any reason whatsoever. Such action may be taken due to administrative reasons, change in operational requirements, reduction in demand, or discontinuation of vehicle hiring services.

In the event of foreclosure or partial curtailment, IRFC may, at its discretion, discontinue or reduce the number of vehicles or scope of services under the monthly hiring arrangement. The Service Provider shall not be entitled to any compensation, claims for loss of business, anticipated profits, or any other damages arising out of such foreclosure, reduction, or termination.

IRFC may terminate the contract by giving a written notice of **30 (thirty) days** or such shorter period as deemed appropriate by IRFC, depending upon the circumstances. The decision of IRFC in this regard shall be final and binding on the Service Provider.

Upon receipt of the notice of foreclosure/termination, the Service Provider shall continue to provide services during the notice period, if so required, and shall take all necessary steps for orderly withdrawal of vehicles and smooth discontinuation of services without any disruption to IRFC operations.

Payments shall be made for the vehicles and services satisfactorily rendered up to the effective date of termination, as per the terms of the contract.

10. **PENALTIES AND FINE :-**

IRFC reserves the right and shall have the sole and final authority to decide on the imposition of any penalty, with or without conditions, on a case-to-case basis during the contract period, from time to time. Such decisions of IRFC shall be final and binding on the selected Service Provider.

However, the cumulative amount of penalties imposed shall not exceed 10% of the contract value for the relevant period.

In case of noncompliance or breach or failure to meet the standards of the services to be provided as per this agreement, the buyer (IRFC) would be at liberty to levy such penalty/deductions and terminate the contract as per the conditions detailed out below:

S/no.	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2nd instance	3rd instance	
1	Non-deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min (or) more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3rd instance, the IRFC may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min (or) more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3rd instance, the IRFC may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided upto 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3rd instance, the IRFC may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
4	Breakdown of Vehicle during trip (replacement provided)	replacement provided within to 2 hours	warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3rd instance, the IRFC may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.

5	Delay in arrival of vehicle/driver	For 30 mins or more	First Warning then subsequent delay is Rs.200 per hour for initial	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of Monthly vehicle hiring cost	After 3instance, the IRFC may continue to impose the same deduction as imposed for 3rd instance.
6	Misbehaviour by driver/unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000/-	Deduction of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2nd cumulative instances, buyer may terminate the contract
8	Failure to address deficiencies pointe doubt at inspection	Deficiencies not addressed after 24hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3instance, the IRFC may continue to impose the same deduction as imposed for 3instance.

Note :-Determination of Service (consultancy) Levels: IRFC shall be the sole judge in defining and assessing the levels of service expected from the service provider (agency) for determining satisfactory performance. The decision of IRFC in this regard shall be final, conclusive, and binding on the service provider in all circumstances.

11. Bid Security declaration to be provided **in lieu of EMD** by all participating bidders. Bidders claiming exemption from submission of EMD in accordance with the applicable provisions of the GeM GTC shall, submit the requisite documentary proof of such exemption as specified under the GeM GTC. Such bidders shall not be required to submit Annexure-6.)

12. **Security Deposit / Performance Security from successful Bidder :-**

The successful bidder shall submit a **Performance Security/Security Deposit equivalent to 5% (Five percent) of the Total Contract Value** within **30 days** from the date of award of the GeM Contract Order (i.e., acceptance of Letter of Award or GeM Contract). The Performance Security shall remain valid for the **contract period of 12 months plus an additional 2 months for claim period**, or as may be specified by IRFC.

The Performance Security/Security Deposit shall be furnished in any of the following forms:

i) Demand Draft (DD) issued by a Scheduled Bank/Public Financial Institution in favour of *Indian Railway Finance Corporation Ltd*; **or**
ii) Unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank with lien in favour of 'Indian Railway Finance Corporation Ltd'; **or**
iii) Banker's Cheque/FDR in favour of *Indian Railway Finance Corporation Ltd*; or
iv) Electronic mode (NEFT/RTGS); **or**

Note :- The successful bidder shall furnish the Performance Security strictly in the manner prescribed by IRFC without any deviation. The lien should be in favour of IRFC. The first preferred mode of Security deposit to IRFC would be NEFT/RTGS online mode or unconditional & irrevocable Bank Gaurantee only.

a) No payment shall be released until submission of the required Performance Security.
b) Failure to submit the same within the stipulated period may result in **cancellation of the award**, banning, and execution of the work at the bidder's risk and cost.
c) IRFC shall have the right to **appropriate or recover any dues, penalties, or compensation**, including Liquidated Damages, from the Performance Security (security deposit) for failure of the Service Provider to fulfil contractual obligations, without prejudice to other remedies available under the contract or law.

d) In the event of extension or amendment of the contract, the Service Provider shall **extend the validity of the Performance Security** accordingly, as required by IRFC, within the specified time.
e) If the Service Provider fails to maintain satisfactory performance during the contract period, IRFC shall have the right to **terminate the contract for default** and take appropriate action, including encashment of the Performance Security.
f) Subject to satisfactory completion of all contractual obligations, including any pending claims, IRFC shall release the Performance Security **without any interest** after expiry of the contract and claim period. No claim for interest on the Security Deposit/Performance Security shall be entertained by IRFC.

Note: In case of MSE/Start-up bidders, if successful, there is no such relaxation or exemption to them and they shall be required to submit the Performance Security/Security Deposit.

For-feiture of Security Deposit:-
IRFC reserves the right to forfeit the same, either in whole or in part, at its discretion, in cases including but not limited to:

- Failure to execute or perform the contract in accordance with its terms and conditions;
- Breach of any contractual obligations;
- Provision of unsatisfactory services;
- Withdrawal or abandonment of contract during its currency;
- Non-fulfilment of performance requirements; or
- Any other default as determined by IRFC.

The decision of IRFC in respect of **submission, adjustment, forfeiture, or release of the Security Deposit** shall be final and binding on the Service Provider.

13. Processing of payment will be initiated by the IRFC Consignee (Administration Section) only upon submission of duly certified invoices along with all supporting documents, including Log Book/Trip Sheets, service feedback (satisfactory performance etc.,) and other records as specified in Para-8 of this tender, and upon their acceptance by the Consignee.

    Non-submission or incomplete submission of the required documents may result in delay, withholding, or deduction of payment, as deemed appropriate by IRFC.

14. Successful Bidder shall comply IRFC instruction & directions after post-award formalities.

15. IRFC reserves the right to take decisions and appropriate measures as per GEM SLA, GEM GTC, during the contract period from time to time or after post-award activities. The same shall be adhered to and shall be binding on the Successful Bidder.

16. Bidders are advised to adhere to and comply with the Make in India provisions on the GEM portal as per prevailing rules and the GeM General Terms and Conditions (GTC).

17. **Payment:**
    a) No advance payment shall be made to the Service Provider under this contract.
    b) Payment processing will be initiated by the IRFC Consignee (Administration Section). Payments shall be released only against services actually rendered and duly accepted by IRFC.
    c) IRFC shall endeavor to make payment within **45 (forty-five) days** from the date of receipt and acceptance of complete and correct invoices, subject to fulfilment of all contractual requirements.
    d) Expenditure incurred by the Service Provider towards toll charges, parking fees, and applicable entry taxes or other statutory charges (if any) shall be reimbursed on an actual basis, subject to submission of valid documentary proof along with the invoice. In the event of exercise of the Option Clause by IRFC for additional vehicle hiring services during the contract period, payment for such additional services shall be processed. Such payments shall be treated as over & above the original contract value, in accordance with the provisions of IRFC option clause.
    e) All payments shall be made through **electronic bank transfer only (NEFT/RTGS)**. No cash or cheque payments shall be made under any circumstances.

Note : Any applicable penalties, fines, or Liquidated Damages (LD) shall be duly recovered and adjusted before release of payments, including up to the last day of the contract period. The Service Provider shall have no objection to such recoveries. In case of any clarification, doubt, or ambiguity in interpretation of the contract provisions, the instructions and decisions of IRFC (admin section) shall prevail from time to time for the smooth operation of the contract, and the same shall be final & binding on the Service Provider.

18. **Indemnity** : The Service Provider shall indemnify, defend, and hold harmless Indian Railway Finance Corporation Ltd. (IRFC), its Directors, officers, employees, and representatives from and against any and all claims, demands, losses, damages, liabilities, penalties, costs, charges, and expenses (including legal expenses), arising out of or in connection with the execution of this contract. This shall include, but not be limited to, any claims arising from breach of contract, non-compliance with applicable laws and statutory requirements, negligence, misconduct, or any act or omission on the part of the Service Provider, its employees, drivers, agents, or any personnel deployed for providing vehicle hiring services under this contract. The Service Provider shall ensure that all vehicles deployed are covered under **valid and comprehensive insurance policies**, including coverage for all types of risks such as vehicle damage, third-party liability (unlimited), driver coverage, passenger risk, and any other applicable risks as per prevailing laws. The Service Provider shall be solely responsible and liable for any claims, losses, or damages arising out of such risks. The indemnity shall extend to all claims arising within or outside IRFC premises, whether during or after the execution of the contract, and whether such acts are committed wilfully or otherwise. The Service Provider shall be solely responsible for the operation, deployment, and use of the vehicles and shall bear full liability for any third-party claims, accidents, injuries, or damages attributable to the services provided. The provisions of this clause shall survive the termination or completion of the contract. The decision of IRFC in this regard shall be final and binding on the Service Provider.

19. **Termination**:
In addition to the provisions contained in the GeM General Terms and Conditions (GTC), IRFC reserves the right to terminate the contract, in whole or in part, under the following circumstances:

a) Termination for Default

In the event of any failure, deficiency, or breach of contractual obligations by the Service Provider, IRFC may issue a written notice of **07 (seven) days** requiring the Service Provider to take corrective action. If the Service Provider fails to remedy such default within the stipulated notice period, IRFC shall have the right to terminate the contract without any further notice.

However, in cases involving **serious misconduct, material breach of contract, repeated breach of contractual obligations/service or any act necessitating immediate discontinuation of services or vacation of IRFC premises**, IRFC reserves the right to terminate the contract forthwith **without issuance of any prior notice**.

b) Termination for Convenience

IRFC reserves the right to terminate the contract, in whole or in part, at any time during its currency, **without assigning any reason whatsoever**, including but not limited to administrative exigencies, change in operational requirements, or non-requirement of vehicle hiring services. In such cases, IRFC shall provide a notice of **30 (thirty) days** in writing to the Service Provider.

c) Consequences of Termination

Upon termination of the contract, the Service Provider shall ensure orderly discontinuation of services and comply with all directions issued by IRFC during the notice period. IRFC shall be liable to make payment only for the **services actually rendered and duly accepted** up to the effective date of termination. No compensation, loss of profit, or damages shall be payable to the Service Provider on account of such termination.

d) Forfeiture of Security Deposit

In case of termination due to default, non-performance, or breach of contractual obligations by the Service Provider, the **Performance Security/Security Deposit shall be liable to be forfeited**, either wholly or partially, at the discretion of IRFC, without prejudice to any other remedies available under the contract or law.

e) Assessment of Performance

IRFC shall be the sole authority to determine and assess the level and quality of services rendered by the Service Provider. The decision of IRFC regarding satisfactory performance, breach, or default shall be **final, conclusive, and binding** on the Service Provider.

20. Force Majeure Conditions:

If at any time during the currency of the contract, the performance, in whole or in part, of any obligation by either party is prevented or delayed due to events beyond reasonable control, including but not limited to war, hostilities, acts of public enemy, epidemics, civil commotion, sabotage, fire, flood, explosion, quarantine restrictions, strikes, lockouts, or acts of God (excluding negligence, misconduct, or predictable/seasonal conditions such as normal rainfall), such events shall constitute Force Majeure.

The affected party shall notify the other party in writing of the occurrence of such event within **10 (ten) days**, supported by appropriate documentary evidence. Upon occurrence of a Force Majeure event, neither party shall be held liable for failure or delay in performance of their obligations under the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay.

The obligations under the contract shall resume as soon as practicable after the cessation of the Force Majeure event. The decision of IRFC regarding the resumption of services and normalcy of operations shall be **final and binding** on the Service Provider.

Notwithstanding the above, if the Force Majeure event continues for a period exceeding **90 (ninety) days**, IRFC shall have the right, at its sole discretion, to terminate the contract, in whole or in part, without any liability or compensation to the Service Provider. In such an event, IRFC shall be liable to pay only for the services actually rendered and duly accepted up to the date of termination.

The Service Provider shall make all reasonable efforts to mitigate the effects of the Force Majeure event and ensure continuity of essential vehicle hiring services to the extent feasible.

21. ACCIDENT / DAMAGES / CLAIMS / LIABILITIES :-

IRFC shall bear **no liability whatsoever** in the event of any accident, incident, or damage occurring while the vehicle(s) is/are deployed under this contract. The Service Provider shall be **solely and exclusively responsible** for all risks, liabilities, and consequences arising out of the operation, use, or deployment of the vehicle(s).

The Service Provider shall be fully responsible for any **loss or damage to its vehicle(s), property, or assets**, and for any **death, bodily injury, or claims** involving its driver(s), employees, or any person engaged or authorized by it, including any third-party claims arising out of such incidents.

The Service Provider shall also be liable for any **damage or injury caused to IRFC's property, personnel, or any third party**, including cases resulting in death or permanent disability, due to the operation or negligence of the deployed vehicle(s) or driver(s). The Service Provider shall, on demand, **indemnify and reimburse IRFC** against all such claims, compensation, damages, losses, and legal expenses incurred.

All vehicles deployed under this contract shall be covered by **valid and comprehensive insurance policies** at the sole cost of the Service Provider, including coverage for all risks such as accidents, fire, theft, riots, strikes, third-party liability (unlimited), driver coverage, and passenger risk, as applicable under prevailing laws.

All liabilities arising out of accidents or damages involving the hired vehicles shall rest entirely with the Service Provider, and IRFC shall stand **fully indemnified and held harmless** against any such liabilities, claims, or proceedings.

The Service Provider shall be responsible for the acts, omissions, and conduct of its drivers, employees, and representatives, whether within or outside IRFC premises, and for compliance with all applicable laws and regulations.

The decision of IRFC in respect of any such matter, including determination of liability or recovery of damages, shall be **final and binding** on the Service Provider.

22. IRFC reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract at any time, without basically effecting the core of the contract.

23. In case of any clarification, ambiguity, overriding provisions, waiver instructions, payment terms or related matters etc., during currency of contract period, IRFC (Admn) reserves the sole right to take the final decision. Such decisions shall be binding on all concerned parties and applicable under all circumstances.