

# Vehicle Hiring Tender – Case study

LD III

# The Case

- Hiring of an AC Staff Car for two years for exclusive use of Director /IRIMEE.
- Hiring of AC vehicle for two years for the use of SAG officer(Sr.Prof) posted at IRIMEE.
- Hiring of a light commercial vehicle (Non - AC) for two years at IRIMEE/Jamalpur.

# Stages of Contract Management

- Pre-tender planning
- Tender invitation and finalization
- Execution stage
- Contract finalization stage

# Pre-tender Planning

- Survey
- Scope of work (details)
- Design and drawing
- Preparation of schedule
- Time of completion
- Type of tender
- Special Conditions and special specifications
- Eligibility criteria

# Case Study

1. [Proposal](#)
2. Associate Accounts vetting
3. [HQ Vetting](#)
4. [GM/AGM Approval](#)
5. Estimate
6. [Tender document](#) and [Tender Schedule](#)
7. [NIT](#)
8. E- tender uploading/floating : [Points to be considered while drafting Tender Document](#).
9. Correspondence with CPRO for publishing the NIT in leading News papers.
10. Collection & filing of paper cuttings from CPRO.
11. [Tender Opening](#)
12. [Constitution of TC and Accepting Authority./ Direct acceptance](#)
13. [Comparative statement & Briefing note](#) vetting by Associate Accounts.
14. TC Meeting & [TC Minutes](#).
15. [LOA](#)
16. Agreement.



## CONSTITUTION OF TENDER COMMITTEE AND ACCEPTING AUTHORITY FOR WORKS TENDERS

## ANNEXURE – “A”

Sl. No.	Value of Tender	Composition of Tender Committee			Accepting Authority
	(Above Rs. And upto Rs.)	Executive Deptt.	Sister Deptt.	Accounts Deptt.	
<b>For Open/Limited/Spl. Limited Tenders (other than e-tendering) (For more than Rs.5 Cr., Sl. No.10 to 14 should be followed)</b>					
1.	Upto Rs. 20 Lakh	Jr. Scale	--	Jr. Scale	SG/JAG
2.	Above Rs. 20 Lakh Upto Rs. 50 Lakh	Jr. Scale	Jr. Scale	Jr. Scale	SG/JAG
3.	Above Rs. 50 Lakh Upto Rs. 1 Cr.	Sr. Scale	Sr. Scale	Jr. Scale	SG/JAG
4.	Above Rs. 1Cr. Upto Rs. 4 Cr.	Sr. Scale	Sr. Scale	Sr. Scale	SG/JAG
5.	Above Rs.4 Cr. Upto Rs. 5 Cr.	JA Grade	JA Grade	JA Grade	SAG/ADRM
<b>For Open Tenders for Works invited through e-tendering</b>					
6.	Upto Rs. 50 Lakh	--	--	--	Direct acceptance by SG/JAG/ <u>Sr. Scale Independent Charge</u>
7.	Above Rs. 50 Lakh Upto Rs. 1 Cr.	Sr. Scale	--	Jr. Scale	SG/JAG
8.	Above Rs. 1 Cr. Upto Rs. 4 Cr.	Sr. Scale	--	Sr. Scale	SG/JAG
9.	Above Rs. 4 Cr. Upto Rs. 5 Cr.	SG/JA Grade	--	SG/JA Grade	SAG/ADRM(NFSAG)/CWM(in SAG)
10.	Above Rs. 5 Cr. Upto Rs. 20 Cr.	SG/JA Grade	SG/JA Grade	SG/JA Grade	SAG/ADRM(NFSAG)/CWM(in SAG)
11.	Above Rs. 20 Cr. Upto Rs. 50 Cr.	JA Grade	JA Grade	JA Grade	DRM/CWM(in SAG)
<b>For Open /Limited/Spl. Limited Tenders for Works invited through e-tendering(Hd. Qtrs.) (For less than Rs.20 Cr. Sl. No.06 to 10 should be followed)</b>					
12.	Above Rs. 20 Cr. Upto Rs. 300 Cr.	SA Grade	SA Grade	SA Grade	PHOD/CHOD/AGM
13.	Above Rs. 300 Cr.	PHOD/CHOD	PHOD/CHOD	PHOD/CHOD	GM
<b>For Open /Limited/Spl. Limited Tenders for Works invited through e-tendering(Construction) (For less than Rs.20 Cr. Sl. No.06 to 10 should be followed)</b>					
14.	Above Rs.20 Cr. Upto Rs. 500 Cr.	SA Grade	SA Grade	SA Grade	**CAO/Con in HAG
15.	Above Rs. 500 Cr.	HAG	HAG	HAG/SA Grade	GM

\*\* If CAO/Con is in SAG, then accepting authority will be CAO/Con (for tender above Rs.20 Crore & Up to Rs.300 Crore) and GM (for tender above Rs.300 Crore).

# For e-tenders above Rs.50 Lakhs and Upto and including Rs.5 Crore – The Tender Committee shall be constituted with two members out of which, one should essentially be from the Finance Department and the other from the concerned Executive Department.

The practice of three members Tender Committee shall be applicable for works e-tenders of value more than Rs.5 crore.

### Authority:

- 1) Board's letter No.2017/Trans/01/Policy dated 26/12/2017.
- 2) Board's letter No.2017/CE-I/CT/9 dated 11/9/2017.
- 3) Board's letter No.2015/CE-I/CT/O/20/1 dated 14/9/2017.
- 4) Board's letter No.2017/CE-I/CT/O/20/1 dated 03/04/2017.
- 5) Board's letter No.2017/Trans/01/Policy/Pt-S dated 02/02/2018.
- 6) Board's letter No.2018/TF/Civil Works dated 12/06/2018.
- 7) Board's letter No.2015/CE-I/CT/O/20/1 dated 01.01.2020.
- 8) # Board's letter No.2017/CE-I/CT/9 dated 08.01.2020.

Constitution of Tender Committee shall be as per the decision of Zonal Railway.



**Notes for Annexure- 'A':**

1	Letter of Acceptance shall be issued only with the prior vetting of associate finance with respect to the items, rates & quantities as accepted by the Accepting authority.
2	The Accepting authority while accepting the tender shall record a reasoned note with regard to tender evaluation and acceptance in the form of detailed speaking order.
3	The Accepting authority shall be responsible to ensure that: a. No splitting has been done while inviting tender to bring it within the ambit of power of direct acceptance of tender. b. Sanctioned detailed estimate is available. c. The tender schedule has been prepared as per rates, items and quantities provided within the sanctioned detailed estimate.
4	In case the tender notice period is less than 21 days or accepting authority intend to accept offer other than lowest financial offer; direct acceptance of tender is not allowed in the tender up to and including Rs 50 lakh. Such tenders shall be dealt by an appropriate Tender Committee as given in the above table. <i>(Sl. No.1 to 4 above are applicable for direct acceptance cases up to Rs.50 lakh as per Rly. Bd's Letter No. 2017/CE-I/CT/9 dated 11-09-2017 Para 1.1).</i>
5	The existing practice of three-member tender committee shall be applicable for works tender of value more than Rs.2 Crs each for other than open tenders and tenders not invited through 'e' tendering.
6	The two-member committee shall be constituted one from Executive Department and other from Finance Department for works up to and including Rs 20 lakh as mentioned in the above table (other than e-tendering).
7	For tenders above Rs 20 lakh (other than e-tendering), 03 (three) members committee shall be constituted as stipulated in the above table.
8	The level of TC to be decided based on the lowest valid offer.
9	In case of Two packet system of tendering, for Packet-I Technical Bid, the level of TC to be decided based on Face value of the tender and for Packet-II Financial Bid, the level of TC to be decided based on the face value of the Tender or the lowest valid offer whichever is higher.
10	Where the department is not headed by HAG Officer, AGM shall be the Accepting Authority. Where no AGM is posted, such tenders shall be accepted by GM.
11	In case of JAG officer not being posted in workshops, WAO will be the Finance member for both Sr. Scale and JAG level Tender Committees.
12	In a particular Division/Department/Unit where Jr. Scale/Group-B post does not exist or is vacant, a Sr. Scale officer can associate in the tenders and in such a case, the tender needs to be accepted by SG/JAG. Similarly, where Sr. Scale post does not exist or is vacant, a SG/JAG officer can associate in the tenders and in such case, the tender needs to be accepted by ADRM/SAG officer.
13	<u>Sufficient Notice should be given for the submission of tenders, which in the case of large works should not be less than 21 days. The above prescribed tender notice period may be reduced from 21 days in the exceptional circumstances in consultation with the Principal Financial Adviser. However, for tender value up to and including Rs.2 Crore invited through e-tendering, the tender notice period can be reduced up to 14 days in consultation with associate finance.(Rly. Bd's letter No. 2018/Trans. Cell/S&amp;T/NIT Period dated 26-07-2018 and Para 2,3,4 also to be followed).</u>
14	Single Tender: Constitution of Tender Committee and Accepting Authority should be at least one step (level) higher than the members nominated in case of open tender/limited tender except where GM is the accepting authority. (Authority: Rly Bd's Letter No.94/CE-1/CT/4 dt.17.09.1997).

**Annexure 'B'– DELETED**

# Some related RB Letters

- [Simplification of procedure](#)
- [Process Reforms](#)





भारत सरकार रेल मंत्रालय  
भारतीय रेल यांत्रिक एवं विद्युत अभियंत्रण संस्थान  
Indian Railways Institute of Mechanical & Electrical Engineering  
(AN ISO 9001:2015, ISO 14001:2015, ISO 50001:2018 CERTIFIED INSTITUTE)



No. CTI-IMEE0BDGT(VH)/1/2020

Date: 26.04.2022

Sub: Scope of Work for Director/IRIMEE Vehicle

For vehicle hired for exclusive use of Director/IRIMEE, the following terms & conditions must be fulfilled:

1. The make of the vehicles will be of **2019 or later**. The vehicle should be in good condition & free from any defects and should be in proper working condition, during the contract period to ensure satisfactory service under the contract.
2. During contract period the vehicle should remain on operation for 12 hrs per day and run up to 1700 KM per month for 7 days a week.
3. Vehicle can be sent to Kiul, Barauni, Bhagalpur, Patna, Ranchi etc over the state of Bihar and Jharkhand, including night stay at such places for any number of times subject to overall KM (1700 KM) not being exceeded and without any extra charge.
4. Driver must carry all legal documents related with vehicle such as Vehicle Owner book Certificate, Vehicle registration Certificate, and Vehicle fitness certificate, Pollution Control Certificate, Vehicle Insurance papers and Driving License of Driver etc.
5. Fuel, Driver, Toll charge, parking fee and other vehicle-related expenses shall be borne by the contractor.
6. Payment will be made only on the basis of actual vehicle usage.
7. Vehicle may be grounded according to actual requirement/availability of Director/IRIMEE.
8. Penalty at double the daily rate shall be levied in case of non-provision of vehicle on any account, including breakdown, repair, or absence of driver.
9. In case of failure to provide vehicle for outside trips, the cost of another vehicle hired from a third party will be recovered from the contractor's monthly bill.
10. **Uniform and accessories:** The drivers should always wear proper Uniform (Black Trouser & white Shirt) which shall be arranged by the contractor. Drivers of the vehicle shall be provided with Mobile phone, and the mobile phone number should be available for 24\*7. The drivers must attend the phone call from Railway.
11. **Prohibition and responsibility in illegal purpose:** In case unauthorized/illegal materials are found in the said vehicle, the responsibility shall solely rest with the contractor for the same.
12. **Prohibition for other use:** The vehicle once offered shall not be utilized for any other purpose without prior permission of Railway except for scheduled/unscheduled maintenance etc.
13. **Fueling:** The contractor shall keep the vehicle fueled up for any emergency movement.
14. **Change of Driver:**
  - a) The contractor shall be bound to change the drivers or vehicle if Railway is not satisfied with the performance.



- b) In case of rest/leave of scheduled drivers, alternate driver shall be provided by contractor.
  - c) Drivers once approved shall not be changed by contractor by its own without prior intimation/approval of Director/IRIMEE or his representative ie; CI/Dsl/IRIMEE/JMP.
15. **Safety:** The contractor shall be completely responsible for safe running of said vehicle. The Railway will not be responsible for any loss, damage, repairs, maintenance or accident to the said vehicle or driver.
16. **Railway representative:** The contract shall be operated by Director/IRIMEE, Jamalpur and vehicle driver has to report daily to the CI/Dsl/IRIMEE or his representative at his office at IRIMEE, Jamalpur. The logging of kilometer and time will start from the time of such reporting.
17. **Declaration:** Contractor should give a declaration in writing that "I understand the contract labour (Regulation & Abolition) Act 1970 and minimum labour wages rate and will abide by it". Railway's liabilities are only restricted for payment of bill as per accepted rates and as per actual execution of work. Before commencing of the work contractor shall submit a list of his employees as would be engaged by him for this work with details of names, address, phone number, age, marital status, election ID, Aadhaar Card etc. Identity Card of the staff should be issued by the contractor and same should be signed by the Sr. Subordinate who will allot serial numbers for all I/Cards. Serial number will be maintained at CI/Dsl office which will contain details like name, Police verification No., Name of work, validity of contract period, attested photograph etc. The format of I/card will be intimated in due course. It will be mentioned in the I/Card that it does not entitle him free train travel.
18. **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 break of the terms and conditions mentioned herein and/owing to any sort of act of commission on the part of the contract. During the currency of the contract 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 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. The contractor agrees that the decision of the in-charge with respect the amount of such indemnify shall be accepted by him.
19. Except as specified above, the contract will be covered under IR GCC 2020 as Corrected and with amendments issued from time to time. In case of any dispute, Director/IRIMEE shall be the final authority.
20. Subject as otherwise provided for above, all notice shall be given by the Railways for and on behalf of the President of India.

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	12-05-2022 17:00:00
<b>Bid Opening Date/Time</b>	12-05-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Railways
<b>Department Name</b>	Na
<b>Organisation Name</b>	Eastern Railway
<b>Office Name</b>	Indian Railways Institute Of Mech And Elect Engg
<b>Item Category</b>	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 1700 km x 12 hours; Outstation
<b>Contract Period</b>	3 Year(s)
<b>Minimum Average Annual Turnover of the Bidder</b>	2 Lakh (s)
<b>Years of Past Experience required</b>	1 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	1422000
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail



Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	42

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

FA&CAO/ER  
FA&CAO, Eastern Railway, Kolkata  
(Fa And Cao, Eastern Railway)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. 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 as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. 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.

5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required**

**Geographic Presence in States:**BIHAR

Scope of Work:[1650985335.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 1700 Km X 12 Hours; Outstation ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Honda City , Hyundai Verna , Volkswagen Vento , Skoda Rapid
Usage Variant	1700 km x 12 hours
Type of Service	Outstation
Year of Vehicle Model	2019 , 2020 , 2021 , 2022
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
<b>Addon(s)</b>	
Outstation night charges applicable	No

**Additional Specification Documents**

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Sanjay Kumar Sinha	811214,IRIMEE, Workshop Road, East Colony, Jamalpur	1	<ul style="list-style-type: none"><li>Duration in Months : 36</li></ul>

**Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the



state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 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. Payment

**PAYMENT OF SALARIES AND WAGES:-** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 6. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1. General conditions:

i) Bidder must offer Type of vehicle, model no., manufacturing year and KM run details while quoting bids.

ii) Vehicle can't be utilized by the contractor for any purpose during the period of contract. If found to be utilized by contractor/driver, same will be treated as breach of the contract and action will be taken as per extant rule.

iii) Railway shall permit free parking of the vehicle during duty hours in Railway premises. However, Railway shall have no liability in case of damage/theft to such parked vehicle.

iv) In the case of unusual situation like bandh, natural calamities (flood, earthquake), lockdown etc., the service cannot be stopped. The contractor should be ready with the proper arrangements to provide continuous service, even in these situations also.

**2. Payment:** The administration will make payment through ECS/NEFT or Cheque.

(i) Tenderer to give consent in a mandate form for receipt of payment through ECS/NEFT.

(ii) Tenderer to provide the details of Bank Account in line with RBI guidelines for the same. These details will include Bank Name Branch name & Address Account type Bank Account No. and Bank & Branch Code as appearing on MICR

(iii) Payment will be made on a monthly basis.

#### 3. Minimum Wages and Shramik Kalyan Compliance

**([www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)):** Minimum wages as per provisions of minimum wages act 1970 & the Contract Labour (Regulation & Abolition) Central Rules 1971 as amended time to time, shall be paid to the driver and other statutory obligations should be met by the contractor at his own cost.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and

4 / 5

conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM CTC 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.

---Thank You---