



Bid Number: GEM/2021/B/1677445 Dated: 06-12-2021

Bid Document

	Bid Details			
Bid End Date/Time	21-12-2021 10:00:00			
Bid Opening Date/Time	21-12-2021 10:30:00			
Bid Life Cycle (From Publish Date)	90 (Days)			
Bid Offer Validity (From End Date)	70 (Days)			
Ministry/State Name	Ministry Of Railways			
Department Name	Mis			
Organisation Name	Container Corporation Of India Limited			
Office Name	Corporate Office			
Item Category	Monthly Basis Cab & Taxi Hiring Services - Hatchback; 4500 kms x 300 Hrs; Local , Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 kms x 300 Hrs; Local			
Contract Period	2 Year(s)			
Minimum Average Annual Turnover of the Bidder	12 Lakh (s)			
Years of Past Experience required	3 Year (s)			
Past Experience of Similar Services required	Yes			
MSE Exemption for Years of Experience and Turnover	No			
Startup Exemption for Years of Experience and Turnover	No			
SHG Exemption for Years of Experience and Turnover	No			
Document required from seller	Experience Criteria, Bidder Turnover *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			
Bid to RA enabled	No			
Time allowed for Technical Clarifications during technical evaluation	2 Days			
Estimated Bid Value	3616200			
Evaluation Method	Total value wise evaluation			

EMD Detail

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ePBG Detail

Advisory Bank	YES Bank Limited	
ePBG Percentage(%)	3.00	
Duration of ePBG required (Months).	30	

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

Beneficiary:

Assistant Manager (Tender Cell) Area I Corporate Office, CONTAINER CORPORATION OF INDIA LIMITED, Ministry of Railways, New Delhi (Manju Kala)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	T.R.Venkateshwaran		
Designation of Competent Authority	Senior General Manager/C&O/Area I		
Office / Department / Division of Competent Authority	Container Corporation of India Ltd, New Delhi		
CA Approval Number	Computer No: 58279		
Competent Authority Approval Date	03-12-2021		
Brief Description of the Approval Granted by Competent Authority	Subject bid is for hiring of 03 vehicles and as per internal departmental circular dated 06-12-2019, splitting may be allowed upto 25% of contract value. In this case it may no be feasible to split the quantity of 25%.		

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

- 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. 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.

4. 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

Monthly Basis Cab & Taxi Hiring Services - Hatchback; 4500 Kms X 300 Hrs; Local (1)

Technical Specifications

Specification	Values
Core	
Vehicle Type	Hatchback
Type of car (Please select at least 3 options)	Maruti Suzuki WagonR , Maruti Suzuki Celerio , Maruti Suzuki Swift
Usage Variant	4500 kms x 300 Hrs
Type of Service	Local
Year of Vehicle Model	2019
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes
Area of Operation	Plains
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	S.No. Consignee/Reporti ng Officer Addre		Number of Vehicle(s)	Additional Requirement
1	Gabriel Joneja	141010,Container Corporation Of India Ltd., Inland Container Depot, Focal Point, Dhandari Kalan Ludhiana - 141010	1	• Duration in Months : 24

Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 Kms X 300 Hrs; Local (2)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Hatchback	
Type of car (Please select at least 3 options)	Maruti Suzuki WagonR , Maruti Suzuki Celerio , Maruti Suzuki Swift	
Usage Variant	2500 kms x 300 Hrs	
Type of Service	Local	
Year of Vehicle Model	2019	
Km Travelled	Upto 75,000 Kms	
Air Conditioning Requirement	Non-A/C	
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid	Yes	
Area of Operation	Plains	
Addon(s)		

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer Address				Number of Vehicle(s)	Additional Requirement
1	Gabriel Joneja	141010,Container Corporation Of India Ltd., Inland Container Depot, Focal Point, Dhandari Kalan Ludhiana - 141010	2	• Duration in Months : 24		

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

3. 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.

4. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. Generic

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

6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

7. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

8. Service & Support

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

9. Service & Support

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

10. 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.

11. 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.

12. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of CONTAINER CORPORATION OF INDIA LTD. payable at New Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. May kindly note that the maximum kilometer limit per vehicle per month is as below. No payment shall be made beyond the total permissible Kilometer limit in a month:

Vehicle Type	AC/ Non AC	Local/ Outstation	Fixed KM limit per month	Additional KM limit per month	Total permissi ble KM per month
Hatchba ck	Non AC	Local	4500 kms/300 Hrs.	-	4500 Kms
Hatchba ck	Non AC	Local	2500 kms/300 Hrs.	500 Kms	3000 Kms
Hatchba ck	Non AC	Local	2500 kms/300 Hrs.	500 Kms	3000 Kms

Rate for additional kilometer/hour run beyond fixed limit, if any, will be payable as per Add-Ons in the GeM SLA as under:

Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service.

Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid.

2. The Non-AC Hatchback vehicle with maximum running limit of 4500 kms per month will be used for local running. However, it will also be used for frequent outstation visits to Amritsar & Chandigarh, as and when required.

- 3. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
 - a) Contractor shall apply for onetime registration of his company/firm etc in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Authorised representative of CONCOR shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any authorised representative of CONCOR, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favor.
 - c) The contractor once registered on the portal, shall provide details of his Letter Of Acceptances (LOA), Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of authorised representative of CONCOR. The Authorised representative of CONCOR shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LOA by the authorised representative of CONCOR, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

While processing payment of any "On Account Bill" or "Final Bill" or "release of Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the authorised representative of CONCOR that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month ____ Year.

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 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 <u>General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level</u>
<u>Agreement</u> 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 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.

---Thank You---