

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-12-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-12-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Railways Public Sector Undertakings
Organisation Name/संगठन का नाम	Container Corporation Of India Limited
Office Name/कार्यालय का नाम	Corporate Office
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 kms x 300 Hrs; Local
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1032000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	20640

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

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

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

Beneficiary/लाभार्थी :

CONTAINER CORPORATION OF INDIA LIMITED

NSIC New MDBP Building, 2nd Floor, Okhla Indl. Estate (Opp. NSIC Okhla Metro Station), New Delhi - 110020 (New Delhi)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / 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.

[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.

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 similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1701166393.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 Kms X 300 Hrs; Local (1)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Values
Year of Vehicle Model	2022
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Dharmendra Kumar	282006, Container Corporation of India Ltd., Inland Container Depot., Rear Taj view road, Moti Mahal, Jamuna Bridge, Agra	1	<ul style="list-style-type: none"> Duration in Months : 24

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

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

3. 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.

4. **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.

5. **Past Project Experience**

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

6. **Forms of EMD and PBG**

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

CONTAINER CORPORATION OF INDIA LTD.
payable at
NEW DELHI

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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

CONTAINER CORPORATION OF INDIA LTD.
Account No.
921020041208821
IFSC Code
UTIB0000007
Bank Name
Axis Bank Ltd.
Branch address
Statesman House, 148 Barakhamba Road, New Delhi - 110001

.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

8. **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.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidders are requested to kindly visit the location (ICD/Agra, Uttar Pradesh) and also go through the brief description of work for better understanding, before submitting bids.

(1) If the existing Contractor of CONCOR has submitted the tender for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same terminal.

(2) In case the bidder is working at any or one of CONCOR terminals in the same Area, his bid should necessarily be accompanied by a satisfactory performance report from that/those terminal/s. In case, his bid is not accompanied with the above mentioned satisfactory performance report, it will not be considered.

(3) Shramik Kalyan Portal clause

The Contractor is to abide by the Provisions of payment of wages act & Minimum Wages Act in terms of clause no 54 & 55 of Indian railways General Conditions of Contract. In Order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. The 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 one time registration of his company/firm etc in the Shramik kalyan portal with requisite details subsequent to issue of LOI (Letter of Acceptance). Authorized 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 authorized representative of CONCOR, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- c) The contractor once registered on the portal shall provide details of his Letter of Acceptance (LOA), contract agreement on Shramik Kalyan portal within 15 days of issue of any LOA for approval of authorized representative of CONCOR. The authorized 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 authorized representative of CONCOR contractor shall fill the salient details of contract labor engaged in the contract and ensure updating of each wage payment to them on shramik kalyan 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 authorized 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.

(4) Penalty for delay in submission of SD

The successful bidder shall have to submit a Security Deposit (10% of the total contract value) within 15 (Fifteen) days from the date of issue of Letter of Intent (LOI) towards successful performance under this contract. Extension of time for submission of SD beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOI may be given by the Tender Accepting Authority. However, interest of 12% per annum shall be charged for the delay beyond 15 (Fifteen) days, i.e. from 16th day after the date of issue of LOI. Further, if the 30th day happens to be a declared holiday in the concerned office of the CONCOR, submission of SD can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite SD even after 30 days from the date of issue of LOI, the contract is liable to be terminated. In case contract is terminated, CONCOR shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Micro & Small Enterprises (MSEs) registered with the nominated agencies or a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, concerned office or DIPP as the case may be shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.

(5) Escalation/De-escalation:

The vehicles supplied to CONCOR shall normally be petrol/diesel/CNG operated vehicles. The CONCOR reserves the right to increase/decrease rate depending upon the type of fuel being used as per the prescribed formula as indicated below:

(i) The revision of the rates due to increase in the petrol/diesel/CNG prices shall be considered by CONCOR if the increase/decrease announced by the Government of India is more than 15%. The increase/decrease beyond 15% (including piecemeal increase/decrease), the rates shall be increased/decreased by $\frac{1}{4}^{\text{th}}$ of the percentage increase/decrease in the fuel price. The variation in rates shall be affected from the 1st day of the following month in which the variation in prices of fuel takes place as indicated above.

(ii) The specified benchmark of increase or decrease of 15% is on the rates of diesel/CNG/Petrol on the date of submission of tender.

(iii) The rates of diesel/CNG/petrol as on date of previous escalation will form base for calculation of subsequent 15% variation for next escalation.

(6) Time limit for submission of bills

(i) The contractor shall make a claim for the services rendered under this contract to CONCOR within Four months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

(ii) No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment not received within stipulated four months period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

(iii) However, in case of any specific issue over which the contractor had not billed for any particular activity, the same can be allowed for payment, subject to the prior approval of Tender Accepting Authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the Tender Accepting Authority shall be final and binding on the contractor.

Interpretation/General Clause - Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority (TAA) of CONCOR, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the CONCOR's condition/clause of contract, if required.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition

specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---