

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	29-11-2022 17:00:00
<b>Bid Opening Date/Time</b>	29-11-2022 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>	Mis
<b>Organisation Name</b>	Container Corporation Of India Limited
<b>Office Name</b>	Corporate Office
<b>Item Category</b>	Monthly Basis Cab & Taxi Hiring Services - Sedan; 3500 Kms x 300 Hrs; Local
<b>Contract Period</b>	2 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	4 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 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>	1222200
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	HDFC Bank
EMD Amount	24444

## ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	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.

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

### Beneficiary:

CONTAINER CORPORATION OF INDIA LIMITED

CONCOR Annexe, NSIC MDBP Building, 2nd Floor, Okhla Indl Estate, New Delhi-110020

(New Delhi)

### 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

Scope of Work:[1668405943.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 3500 Kms X 300 Hrs; Local ( 1 )**

## Technical Specifications

Specification	Values
<b>Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	3500 Kms x 300 Hrs
Type of Service	Local
Year of Vehicle Model	2020
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>Addon(s)</b>	

## Additional Specification Documents

## Consignees/Reporting Officer

S.No.	Consignee/Reporting 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	1	<ul style="list-style-type: none"><li>Duration in Months : 24</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. Generic

## **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Location - ICD Dhandarikalán, Punjab

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

### **3. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

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

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### **4. 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.

### **5. 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.

### **6. 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.

### **7. 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.

### **8. 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.

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.

#### 9. 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. 00030350015047 IFSC Code HDFC0000003 Bank Name H D F C BANK LTD Branch address K.G. MARG, 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.

#### 10. 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.

#### 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**The subject bid is for Hiring of one commercial vehicle for the use of CONCOR at ICD/Dhandarikalán, Punjab.**

**Bidders are requested to kindly visit the location (ICD/DDL, Punjab) 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. Shramikkalyan Clause

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](http://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](http://www.shramikkalyan.indianrailways.gov.in)' till ..... month ..... Year.

#### **4. SECURITY DEPOSIT:**

The successful bidder shall have to submit a Security Deposit (3% 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 16<sup>th</sup> day after the date of issue of LOI. Further, if the 30<sup>th</sup> 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:

- a. 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 1/4<sup>th</sup> of the percentage increase/decrease in the fuel price. The variation in rates shall be affected from the 1<sup>st</sup> day of the following month in which the variation in prices of fuel takes place as indicated above.
- b. The specified benchmark of increase or decrease of 15% is on the rates of diesel/CNG/petrol on the date of submission of tender.
- c. 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. GENERAL CLAUSE**

Any clarification in regard to the intent or interpretation of any of the provisions of the terms and conditions shall be sought from Tender Accepting Authority, CONCOR, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to Tender Accepting Authority, CONCOR, whose decision will be final and binding

## SPECIMEN OF BANK GUARANTEE

To

Container Corporation of India Limited,  
C-3, Mathura Road, Opposite Apollo Hospital,  
New Delhi 110076

Dear Sir (s)

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1. In consideration of Container Corporation of India Ltd., acting through the Senior General Manager, Area I, having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110076, having agreed to permit ..... (hereinafter called the said Contractor) for 'Hiring of one commercial vehicle for the use of CONCOR at ICD/DDL, Punjab' on its behalf on the terms and conditions of the agreement dated ..... made between Container Corporation of India Ltd. and ..... on production of a Bank Guarantee for ....., We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs ..... only] against any loss or damages caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the contractor to carry out the work in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Senior General Manager, Area I, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo/containers. The loss or damage shall also include all damages, losses, thefts and claims arising due to the Contractor working, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We [ Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of 2 years plus 6 months and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.

5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said 'Hiring of one commercial vehicle for the use of CONCOR at ICD/DDL, Punjab' contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
  - a. be limited to a sum of [\_\_\_\_\_].
  - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before \_\_\_\_\_.

**OFFICER'S SIGNATURE WITH BANK SEAL**

**DATE: .**

**12. Buyer Added Bid Specific Scope Of Work(SOW)**

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

## **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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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 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---**