



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5203993  
Dated/दिनांक : 26-07-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-08-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-08-2024 17:30:00
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 - SUV; 2500 km x 300 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 km x 300 hours; 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)	10 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

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	3268200
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	65364

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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 :**

Deputy Manager (C&O)

Area-I (North), Container Corporation of India Limited, Railways Public Sector Undertakings, Ministry of Railways , NSIC New MDBP Building, Okhla Industrial Estate, New Delhi-110020  
(Manju Kala)

#### **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
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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 document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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**

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

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package**As per formula given in GEM SLA.

**Scope of Work:**[1721974611.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Km X 300 Hours; Local ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero
Usage Variant	2500 km x 300 hours
Type of Service	Local
Year of Vehicle Model	2022
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
<b>Addon(s)/एडऑन</b>	

**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	Rishikant Kushwah	477117,ICD MALANPUR (GWALIOR) /Northern Region Container Corporation of India Ltd. Inland Container Depot, Malanpur.	1	<ul style="list-style-type: none"><li>Duration in Months : 24</li></ul>

**Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Km X 300 Hours; Local ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero
Usage Variant	2500 km x 300 hours

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

**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	Rishikant Kushwah	477117,ICD MALANPUR (GWALIOR) /Northern Region Container Corporation of India Ltd. Inland Container Depot, Malanpur.	1	<ul style="list-style-type: none"> <li>Duration in Months : 24</li> </ul>

**Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 Km X 300 Hours; Local ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	Hatchback
Type of car (Please select at least 3 options)	Maruti Suzuki WagonR , Maruti Suzuki Swift , Hyundai i10
Usage Variant	2500 km x 300 hours
Type of Service	Local
Year of Vehicle Model	2022
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any

Specification	Values
<b>Addon(s)/एडऑन</b>	

**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	Rishikant Kushwah	477117,ICD MALANPUR (GWALIOR) /Northern Region Container Corporation of India Ltd. Inland Container Depot, Malanpur.	1	<ul style="list-style-type: none"> <li>Duration in Months : 24</li> </ul>

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

**1. Forms of EMD and PBG**

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

Container Corporation of India Limited  
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.

**2. 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 LIMITED

Account No.  
921020041208821

IFSC Code  
UTIB0000007

Bank Name  
AXIS BANK LIMITED

Branch address  
AXIS BANK LTD., STATESMAN HOUSE, 148, BARAKHAMBHA 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.

**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. **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 LIMITED

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.

#### 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. **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.

#### 7. **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.

#### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

(a) The bidder has to use his own experience and judgment to consider all the required resources and the offer must be submitted accordingly. The bidders are advised to visit the location CONCOR, ICD, Malanpur (M.P.) and go through the attached brief description of work before submitting the bid.

(b) 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.

(c) In case the bidder is working at any or one of CONCOR terminals in the same Area (Area -I/ North), 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 sa

tisfactory performance report, it will not be considered.

(d) **Shramik Kalyan Portal 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:-

(i) Contractor shall apply for onetime registration of his company/firm etc. in the **Shramik Kalyan portal** with requisite details subsequent to issue of Letter of Acceptance (LOI). Authorised representative of CONCOR shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(ii) 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 favour.

(iii) 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.

(iv) 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.

(v) 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.

(vi) While processing payment of any "On Account Bill" or "Final Bill" or "release of the wage period in Railway's Shramikkalyan portal at '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)' till \_\_\_\_\_ Month \_\_\_\_\_ Year .

(e) **Security Deposit:** *The successful bidder shall have to submit a Security Deposit 5% 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*



e 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.

(f) The number of vehicles deployment may be increased or decreased as per the requirement of CONCOR.

**(g) For Micro and Small Enterprises (MSEs):**

(i) MSEs who are interested in availing the benefits will enclose with their offer the proof of their being MSE registered (for tendered item) with any of the agencies mentioned in the notification of Ministry of MSME.

(ii) The MSEs should submit Udyam Registration Certificate along with the Bid and registration certificate should be valid at the time of opening of Bid.

(iii) Eligible MSEs are exempted from cost of tender document (where applicable) and Earnest Money Deposit (EMD).

(iv) Failing to fulfil the conditions as per (a) and/or (b) above, such offers will not be liable for consideration of MSE benefits and shall be liable for rejection.

(v) "CONCOR is registered with TReDS Platform of RXIL (Receivables Exchange of India Ltd.) having Buyer registration Number "CO0000642". The URL for RXIL Platform is "https://www.rxil.in". MSE suppliers/vendors are required to register themselves on RXIL Platform for availing the facility of bill discounting on TReDS portal. The URL for onboarding is "https://onboarding.rxil.in/customerapp/home".

(vi) MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(vii) MSE Vendor hereby agrees to indemnify, hold harmless and keep CONCOR and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(viii) CONCOR shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

(h) **Additional Kms/hours:** Vehicles for the use of Customs Officials may run upto 500 additional Kms per month beyond monthly fixed Kms, if required. Payment for additional Km s/hours will be made as per formula given in GEM Service Level Agreement.

**(i) 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  $1/4^{\text{th}}$  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.

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.

**(j) Time limit for submission of bills:**

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.

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.

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.

**(k) Unsatisfactory Performance, Penalty and Consequences Thereof:**

**In case the Contractor fails to:**

- a. Provide the vehicle in lieu of break down car immediately within reasonable time.
- b. Provide vehicle as per instructions of CONCOR.
- c. In case of any discrepancies in service viz. non-reporting, late reporting, driver not fully conversant with routes, driver not behaving properly etc.
  - (i) CONCOR shall be at liberty to impose penalty/damages of up to Rs.2000/- (Rupees;

Two Thousand Only for deficiency in service for each of above defaults. The amount will be recovered from monthly bill/dues.

(ii) In case of not providing of commercial vehicle as per the vintage, a penalty of up to Rs.2000/-, per day would be charged, which will be recovered from monthly bills/dues. The expenditure incurred by the officer in lieu of not providing vehicle will be recovered from the contractor apart from making proportionate deductions from monthly rate. Further, termination of contract can also be reviewed in case failure of providing stipulated vehicles as per tender condition.

(iii) If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the performance guarantee proposed to be forfeited, the expenditure over and in excess of the performance guarantee may be recovered by deducting the said amount from pending bills of the contractor or from money due to the contractor by CONCOR under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence of such recoveries or termination of the contract as stated above.

## **(I) Termination of the Contract**

(i) In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), shall be open to CONCOR to terminate this contract by giving not less than (7) seven day notice in writing to that effect and if the contractor, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part in its absolute discretion.

(ii) In the event of such termination of the contract, CONCOR shall be entitled to forfeit the security deposit as it may consider fit.

(iii) If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under the tender or from money due to the contractor by CONCOR under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract, as stated above.

(iv) The certificate of CONCOR Official In charge of the terminal, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.

(v) If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

(vi) In the contract which has been rescinded as a whole, the Security Deposit already with CONCOR under the contract shall be encashed/forfeited and the Performance/Bank Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work.

(m) **Service during post contract period**

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period for (4) four months or till alternate arrangements are made, whichever is earlier

- (n) 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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---