

दिनांक /Dated: 18-06-2025





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-07-2025 15:00:00			
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-07-2025 15:30:00			
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)			
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways			
विभाग का नाम/Department Name	Railways Public Sector Undertakings			
संगठन का नाम/Organisation Name	Container Corporation Of India Limited			
कार्यालय का नाम/Office Name	Corporate Office			
वस्तु श्रेणी /Item Category	Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Outdoor , Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; Septic Tank Cleaning; Outdoor , Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; Vegetation Cutting; Outdoor , Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Indoor , Horticulture Service - Maintenance Based Model - Service inclusive of Consumables; General Maintenance of Garden/Lawn/Field/Nursery/Park			
अनुबंध अवधि /Contract Period	2 Year(s)			
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)			
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)			
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes			
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No			

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2725677
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (<u>Arbitration clause document</u>) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	54514

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

CONTAINER CORPORATION OF INDIA LTD.

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

UIN Number NCTGC2415P

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	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. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work for the Service: 1750056229.pdf

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Outdoor (90765)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values			
कोर / Core				
Type of Space	Office/Commercial/Institutions/Residential			
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)			
Type of Area	Outdoor			
Area Inclusions	Yard Area, Outside warehouse paved area and Road Area			
Floor Type	Not Applicable			
Type of Cycle	Weekly			
एडऑन /Addon(s)				
Consumables to be provided by Service Provider	Yes			
High End Machinery & Equipment to be provided by Service Provider	Yes			

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101, Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	90765	 Frequency in each cycle: 1 Number of working days in a month: 26 Number of cycles during Contract Period: 104

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Outdoor (2500)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Type of Space	Office/Commercial/Institutions/Residential	
Nature of Service General Cleaning (Sweeping, Mopp dusting)		
Type of Area	Outdoor	
Area Inclusions	Around Admin Building/Car Parking	
Floor Type	Not Applicable	
Type of Cycle	Daily	
एडऑन /Addon(s)		
Consumables to be provided by Service Provider	Yes	
High End Machinery & Equipment to be provided by Service Provider	Yes	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

o. अधिकारी /Consignee पता/Address / Area in Sq. /Additional Reporting/Officer Requirement

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	2500	 Frequency in each cycle: 1 Number of working days in a month: 26 Number of cycles during Contract Period: 624

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; Septic Tank Cleaning; Outdoor (74)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values						
कोर / Core							
Type of Space	Office/Commercial/Institutions/Residentia						
Nature of Service	Septic Tank Cleaning						
Type of Area	Outdoor						
Area Inclusions	Septic Tank						
Floor Type	Not Applicable						
Type of Cycle	Quarterly						
एडऑन /Addon(s)							
Consumables to be provided by Service Provider	Yes						
High End Machinery & Equipment to be provided by Service Provider	Yes						

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	74	 Frequency in each cycle: 1 Number of working days in a month: 26 Number of cycles during Contract Period: 8

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; Vegetation Cutting; Outdoor (7000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values					
कोर / Core						
Type of Space	Office/Commercial/Institutions/Residentia					
Nature of Service	Vegetation Cutting					
Type of Area	Outdoor					
Area Inclusions	Vegetation Cutting/Jungle cutting					
Floor Type	Not Applicable					
Type of Cycle	Quarterly					
एडऑन /Addon(s)						
Consumables to be provided by Service Provider	Yes					
High End Machinery & Equipment to be provided by Service Provider	Yes					

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	7000	 Frequency in each cycle: 1 Number of working days in a month: 26 Number of cycles during Contract Period: 8

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Indoor (700)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values					
कोर / Core						
Type of Space	Office/Commercial/Institutions/Residential					
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)					
Type of Area	Indoor					
Area Inclusions	Admin Building Area					
Floor Type	Normal Stone/Ceramic tile/Cemented Floor					
Type of Cycle	Daily					
एडऑन /Addon(s)						
Consumables to be provided by Service Provider	Yes					
High End Machinery & Equipment to be provided by Service Provider	Yes					

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	700	 Frequency in each cycle: 2 Number of working days in a month: 26 Number of cycles during Contract Period: 624

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Indoor (85)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values					
कोर / Core						
Type of Space	Office/Commercial/Institutions/Residential					
Nature of Service General Cleaning (Sweeping, Mopp dusting)						
Type of Area	Indoor					
Area Inclusions	Restrooms/Washrooms					
Floor Type	Normal Stone/Ceramic tile/Cemented Floor					
Type of Cycle	Daily					
एडऑन /Addon(s)						
Consumables to be provided by Service Provider	Yes					
High End Machinery & Equipment to be provided by Service Provider	Yes					

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

o. अधिकारी /Consignee पता/Address / Area in Sq. /Additional Reporting/Officer Requirement	क्र.सं./S.N o.	_	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	ਧਕਾ/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	85	 Frequency in each cycle: 3 Number of working days in a month: 26 Number of cycles during Contract Period: 624

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Indoor (4511)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values			
कोर / Core				
Type of Space	Office/Commercial/Institutions/Residential			
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)			
Type of Area	Indoor			
Area Inclusions	Warehouse Area (Custom Bonded and Domestic), Fire Building Area and Sub Station			
Floor Type	Normal Stone/Ceramic tile/Cemented Floor			
Type of Cycle	Weekly			
एडऑन /Addon(s)				
Consumables to be provided by Service Provider	Yes			
High End Machinery & Equipment to be provided by Service Provider	Yes			

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	4511	 Frequency in each cycle: 2 Number of working days in a month: 26 Number of cycles during Contract Period: 104

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Indoor (107)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values			
कोर / Core				
Type of Space	Office/Commercial/Institutions/Residential			
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)			
Type of Area	Indoor			
Area Inclusions	Weighbridge Area, Security Cabin Area, Inmotion weighbridge area and Driver Rest Buidling			
Floor Type	Normal Stone/Ceramic tile/Cemented Floor			
Type of Cycle	Daily			
एडऑन /Addon(s)				
Consumables to be provided by Service Provider	Yes			
High End Machinery & Equipment to be provided by Service Provider	Yes			

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती / रिपोर्टिंग क्र.सं./S.N o. अधिकारी /Consignee पता/Address Reporting/Officer	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area in Sq. Metre	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	107	 Frequency in each cycle: 1 Number of working days in a month: 26 Number of cycles during Contract Period: 624

Horticulture Service - Maintenance Based Model - Service Inclusive Of Consumables; General Maintenance Of Garden/Lawn/Field/Nursery/Park (4000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values		
कोर / Core			
Type of Horticulture service model	Service inclusive of Consumables		
Scope of Service	General Maintenance of Garden/Lawn/Field/Nursery/Park		
एडऑन /Addon(s)			
Inorganic Fertilizers	NA		
Organic Fertilizers	NA		
Insecticides NA			
Herbicides	NA		
Rodenticides NA			
Bactericides	NA		
Fungicides	NA		
Larvicides	NA		

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Area of Maintenance of Garden/Lawn /Field/Nurser y/Park/pots/c ontainer plant in Sq.m	अतिरिक्त आवश्यकता /Additional Requirement
1	Nitin Vats	131101,Container Corporation of India, Plot 1,3,4,5,5A, Sector 24, Phase-III, Industrial Area, Sonepat Haryana	4000	Number of Potted Plants: 200 Deployment of Machines in months: 1 Contract Period in Months: 24

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 LIMITED

Branch address

Statesman House, 148 Barakhamba Road, New Delhi - 110001

Statesman House, 140 Darakhamba Road, New Deim - 110001

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

7. 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.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bid for 'Hiring of Cleaning, Sanitation and Disinfection Service - Outcome Based and Horticult ure Service - Maintenance based model at MMLP Barhi, Sonipat, Haryana' for 2 years, throug h GeM Portal.

Bidders are advised to visit the location and also go through the brief description of work for better understanding, before submitting bids.

- 1) The bidders are advised to acquaint themselves with the exact location, road approaches, conditions an d the facilities at the mentioned location i.e. MMLP Barhi, Sonipat, Haryana and are also advised to familiari ze themselves with the procedures and method of working of the terminals. The bidders are advised to visit the said location on any working day prior to submitting the bid and acquaint themselves of these aspects, before submitting the bid.
- **2)** Area mentioned may increase or decrease during currency of the contract.
- **3)** 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.
- 4) In case the bidder is working at any or one of CONCOR terminals in the same Area, his bid should necess

arily be accompanied by a satisfactory performance report from that/those terminal/s. In case, his bid is no t accompanied with the above mentioned satisfactory performance report, it will not be considered.

5) 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'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. Thes e 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 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.

- ii) Contractor once approved by any authorised representative of CONCOR, can create password with logi n ID (PAN No.) for subsequent use of portal for all LoAs issued in his favor.
- 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 authoris ed representative of CONCOR. The Authorised representative of CONCOR shall update (if required) and a pprove 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 deta ils of contract labours engaged in the contract and ensure updating of each wage payment to them on sh ramikkalyan 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.

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 C ONCOR that "I have uploaded the correct details of contract labours engaged in connection with this cont ract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till month Year.

6) For Micro and Small Enterprises (MSEs):

- a) 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.
- b) The MSEs should submit Udyam Registration Certificate along with the Bid and registration certificate should be valid at the time of opening of Bid.
- c) Eligible MSEs are exempted from cost of tender document and Earnest Money Deposit (EMD).
- d) 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.
- e) "CONCOR is registered with TReDS Platform of RXIL (Receivables Exchange of India Ltd.) having Buyer re gistration Number "CO0000642". The URL for RXIL Platform is "https://www.rxil.in". MSE suppliers/ven dors are required to register themselves on RXIL Platform for availing the facility of bill discounting on TRe DS portal. The URL for onboarding is "https://onboarding.rxil.in/customerapp/home".
- f) 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 o

n financing, or any other charges known by any name shall be borne by MSE Vendor.

- g) MSE Vendor hereby agrees to indemnify, hold harmless and keep CONCOR and its affiliates, Directors, of ficers, representatives, agents and employees indemnified, from any and all damages, losses, claims and li abilities (including legal costs) which may arise from Sellers submission, posting or display, participation, i n 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.
- h) CONCOR shall not be liable for any special, indirect, punitive, incidental or consequential damages or an y damages whatsoever (including but not limited to damages for loss of profits or savings, business interru ption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting fr om using TReDS platform for discounting their (MSE Vendor's) invoices.

7) 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 waiv ed his right in the respect thereof and shall not be entitled to any payment on account thereof. Neverthele ss, the Accepting Authority on written request can waive off this limitation and allow late submission of bill s 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 cl aim thereto was made. Any claim for such under payment not received within stipulated four months perio d, shall be liable to be summarily rejected by CONCOR. Nevertheless, the Accepting Authority on written re quest 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 activit y, the same can be allowed for payment, subject to the prior approval of Tender Accepting Authority, notwi thstanding 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.

8) Unsatisfactory Performance, Penalty and Consequences Thereof

CONCOR shall impose penalty upto Rs.5000/- per instance in case of non-compliance of instruction/work u nder this contract as stipulated in the tender.

- i) The contractor shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done by another agency, at the risk and cost of the contractor. In such cases, CONCOR shall be at liberty to carry on the work under this agreement through any other agen cy directly for the work and all expenses incurred on this account shall be at the sole risk and responsibilit y of the contractor and shall be recovered from any money due to him or from his security deposit.
- ii) The certificate of the CONCOR official in-charge as to the sum payable to the contractor, if the work in q uestion had been carried out by him under terms of the contract, shall be final and binding on the contract or.
- iii) If the extra expenditure incurred is more than the performance Security Deposit proposed to be forfeite d, the expenditure over and in excess of the security deposit may be recovered by deducting the said amo unt from any pending bills of the contractor under this or any other of his contract with CONCOR anywhere in India or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract as stated above.

9) Termination of contract

- i) In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the c ontractor 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), it shall be open to CONCOR to terminate this contract by giving not less than (7) seven days' 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.
- 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 contract or 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 this 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 Incharge 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 hi s moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR w ill 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 c ontract shall be encashed. The balance work shall be got done independently without risk & cost of the fail ed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work.

10) Arbitration:

In the event of any question, dispute or differences arising under these conditions or in connection with this contract, the same shall be referred to Delhi International Arbitration Centre. The parties to the agreeme nt agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority. The decision of the center shall be binding on both parties. The parties shall be governed by the law in force in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be English. Rest of the terms is subject to agreement between the parties. The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceed dings under this clause. The Venue of the arbitration shall be at New Delhi.

In case of any disputes or differences between the parties hereto, the Civil Courts of Delhi shall have exclu sive jurisdiction for the implementation of tender.

11) Security Deposit:

- 11.1 The successful tenderer will be required to furnish a security deposit of 5% of the total awarded value of contract towards successful performance under this contract within fifteen (15) days from the date of a ward of contract.
- 11.2 Tender Accepting Authority may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

However, if the contractor fails to submit the requisite Security Deposit within the stipulated period including the extended time, Tender Accepting Authority can condone the delay.

11.3 The security deposit may be submitted in the form of BG/E-BG issued by a Scheduled bank located in India and forms as per GeM.

12) 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 p revailing on the last date of the contract even beyond contract period for (4) four months or till alternate a rrangements are made, whichever is earlier.

13) In case of multiple L-1 bidders after price match option among Non-MSE and MSE bidders, CONCOR re serves the right to award the contract to any L-1 bidder; and the other bidders will not have any objections whatsoever.

14) General Clause

Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, spe cifications, 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.

अस्वीकरण/Disclaimer

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.

18 / 19

- 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 gualify 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 <u>attached categories</u>, 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.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तै/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 सामान्य नियम और शर्तै/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.

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।/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.

---धन्यवाद/Thank You---