बिड संख्या/Bid Number: GEM/2026/B/8185199
दिनांक /Dated: 23-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (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	Konkan Railway Corporation Limited
कार्यालय का नाम/Office Name	O/o Controller Of Stores
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cos.krcl@nic.in Buyer Email id: srren.uday@krcl.co.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 km x 320 hours; Outstation
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1741434
Payment Timelines	Payments shall be made to the Seller within **15** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	34829

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(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 security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr.DFM/KAWR
O/o Controller Of Stores, Railways Public Sector Undertakings, Konkan Railway Corporation Limited, Ministry of Railways
(Pradeep Baliga)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT

Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. 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.
8. 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.

जीएसटी की धारा 9(3)।/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3)। / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Minimum years (up to 5 years) of experience in related field:1

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1

Geographic Presence in States: Supply of vehicle under SSE/P/KW section between Balli to Kumta

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::nil

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:nil

Scope of Work:1792748219.pdf

Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 Km X 320 Hours; Outstation (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon
Usage Variant	2500 km x 320 hours
Type of Service	Outstation
Year of Vehicle Model	2023 , 2024 , 2025 , 2026
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Any
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Prava Venkata Udaya Bhaskar	581306,RRMs Office Opp station Building Shirwad Karwar GSTIN 29AAACK3725H1ZK	1	• Duration in Months for which service is required : 24

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

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   Vehicle supply to Senior Section Engineer/P.way/Karwar, running between Balli to Kumta area.
   Vehicle supply to Senior Section Engineer/P.way/Karwar, running between Balli to Kumta area.
   Vehicle supply to Senior Section Engineer/P.way/Karwar, running between Balli to Kumta area.
   Vehicle supply to Senior Section Engineer/P.way/Karwar, running between Balli to Kumta area.
   Vehicle supply to Senior Section Engineer/P.way/Karwar, running between Balli to Kumta area.
   .

4. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

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

   Text Clause(s)

   1. **Scope of work:** The agency shall provide Non AC Utility Vehicle as per GEM BID (Mahindra Bolero Camper or Tata Xenon) not older than 2023 as per need base for **"Monthly basis Cab and Taxi Hiring Services MUV, 2500km out station for the use of Section Engineer/P-Way/Karwar Section"**, or at any other place within the jurisdiction of KRCL as and when required, upon intimation for the same.

1) Only one vehicle is required for 12 hours in a day (From 08:00 hrs to 20:00 hrs)

2) Vehicle should have a capacity to carry **5 (Five)** members including vehicle driver .

3) Vehicle shall be utilized in **Section Engineer/P.way/Karwar** section (**Balli to K umta area)** (2500km running per month).

2. The vehicles shall be provided at **Section Engineer/P-Way/Karwar's office** to the nomin ated staff for their official use, or at any other place as and when required. The Move ment of the vehicle will be Monitored and decided by Divisional Engineer/Madgaon or his representative.

Note : The tampering of meter reading, vehicle use timing, overwriting of lo g sheets, misconducts and other such acts shall be penalized heavily, inclu ding termination of the contract and forfeiting of the security deposit.

3. The rates for provision of utility vehicle shall be inclusive & should include followin g inter axial on monthly basis:-

(a) Wages of Driver and his boarding & lodging expenses.

(b) Repair & Maintenance of vehicle & Insurance, profits, overheads

(c) Night Halt/Out Stations charges.

(d) Toll taxes, parking charges and any other taxes.

(e) cost of immediate alternate vehicle arrangement, if existing vehicle fails.

Rate quoted should be inclusive of Fuel cost, GST, driver salary, maintenance etc. Monthly running limit is 2500km per month.

The vehicle should have Bharat/Karnataka Registration.

Nothing extra will be paid towards taxes, if tax rates are increased during the curren cy of contract. However benefit of reduction in taxes will be passed on to the Govern ment.

The maintenance and repairs of vehicle, lubricants, insurance, driver's salary, his lod ging and boarding arrangements, incentives (if any) taxes exclude. Toll tax to be bor ne by the contractor.

No request for enhancing the rate Insurance premium etc. would be entertained duri ng the tenure of the contract. The maintenance cost, road tax, permit fee, passenger tax, border tax, state tax, Challan, salary of the driver, the overtime of driver etc. are the responsibility of the contractor, for which no payment shall be made by KRCL.

4. At the time of payment of bills, the taxes liable to be deducted, if any, shall be ded ucted at source as per Government rules and guidelines as may be prevailing at the time of payment.

5. **The vehicle once hired by KRCL should not be used for any other purpose even after office hours and on any public & other holidays.**

6. The Vehicle Agency shall have to maintain the record of vehicle movement (log sh eet) and the same should be submitted to KRCL along with the bill . **It should have the following columns:**

1) Vehicle No. 2) Date, 3) starting time, closing time, 4) from – to, 5) starting kms, 6) closing kms, 7) Total kms covered, 8) Name & Designation of the Staff, 9) Details of Journey, 10) Purpose of Journey, 11) Signature of driver and 12) signature of Staff for using vehicle.

7. Termination of Contract : The contract is liable to be terminated after one month notice, in case the serv ices are found **UN-satisfactory** or **services are not required by KRCL** during contract period. No claim will be entertained due to termination of contract during contract period.

8. Period of contract : **(24) Twenty Four months** from the date of issuing of acceptance letter in Gem Po rtal.

9.Penalty : As per service Level Agreement for Monthly Basis Cab & Taxi Hiring services.(GeM)

10. Rate quoted by the contractor shall remain unchanged throughout the entire period of the contract.

11. **No other use of vehicle : The vehicle once hired by the Corporation normally should not be used for any other purpose during off days and beyond duty hours for any other purpose.**

12. The successful tenderer (after issue of GEM Sanction order) should submit copies of relevant documen ts i.e copy of RC book, insurance, PUC certificate, driver licence, badge, Commercial passing.

13. Submission of Security Deposit and Performance Guarantee : The s uccessful bidder (after issue of GEM Sanction order) should be submit the Perfor mance Guarantee (PG) in any of the following forms of KRCL GCC 2022, amount ing to 5% of the original contract value and the Security Deposit shall be 5% of t he contract value.

14. Jurisdiction : Any dispute regarding terms and conditions or any other point, the decision of Senior Divisional Engineer / Karwar will be final and binding on you.

15. Goods & Service Tax: Monthly charges Inclusive of GST under RCM.

16. The tenderer has to submit the tender through E-tendering mode only. No manual offers will be accepted and any such manual offer shall be ignored.

Tenderer has to upload signed Gem bid, INTEGRITY PACT and ATC sub mission along with tender. Submission of documents in time of repres entation shall not be accepted and offers shall be summarily rejected.

Tenderer has to upload undertaking of, The bidder should not be unde r liquidation, court receivership or similar proceedings, should not be bank rupt. **Bidder to upload undertaking to this effect with bid.**

Bidder's offer is liable to be rejected if they don't upload any of the cer tificates / documents sought in the Bid document, ATC and Corrigendum if any.

Offers shall not be qualified with any conditions. Conditional offers **shall be su mmarily rejected** without giving any reasons**.**

Sr. Divisional Engineer

Karwar

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INTEGRITY PACT

INTEGRITY PACT

KONKAN RAILWAY CORPORATION LTD. (KRCL) hereinafter referred to as **"The Principal",**

And

..... hereinafter referred to as **"The Bidder/Contractor".**

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for ....

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of r esources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

Section 1 – Commitments of the Principal

a. The Principal commits itself to take all measures necessary to prevent corruption and to observe th e following principles.

1. No employee of the Principal, personally or through family members, will in connection with the ten der for, or the execution of a contract, demand, take a promise for or accept, for self or third person , any material or immaterial benefit which the person is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders(s) with equity and reason. The P rincipal will in particular, before and during the tender process, provide to all Bidder(s) the sa me information and will not provide to any Bidder(s) confidential/additional information throu gh which the Bidder(s) could obtain an advantage in relation to the tender process or the con tract execution.

3. The Principal will exclude from the process all known prejudiced persons.

b. If the Principal obtains information on the conduct of any of its employees which is a criminal offenc e under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. H e commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure-III.

5. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex.-"B".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contact according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

- If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7– Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief V igilance Officer.

Section 8 – Independent External Monitor / Monitors

- The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties co mply with the obligations under this agreement.
- The Monitor is not subject to instruction by the representatives of the parties and performs his functi ons neutrally and independently. He reports to the Chairman and Managing Director, KRCL.
- The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unc onditional access to his project documentation. The same is applicable to Sub-contractors. The Moni tor is under contractual obligation to treat the information and documents of the Bidders(s)/Contract or(s)/Subcontractor(s) with confidentiality.
- The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations bet ween the Principal and the Contractor. The parties offer to the Monitor the option to participate in su ch meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective acti on, or to take other relevant action. The monitor can in this regard submit non-binding recommend ations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- The monitor will submit a written report to the Chairman and Managing Director, KRCL within 8 to 1 0 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion ari se, submit proposals for correcting problematic situations.
- Monitor shall be entitled to compensation on the same terms as being extended to / provided to Ind ependent Directors on the KRCL Board.
- If the Monitor has reported to the Chairman and Managing Director, KRCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director KRCL has not, wit hin the reasonable time taken visible action to proceed against such offence or reported it to the Ch ief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- The word **“Monitor”** would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite t he lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Di rector, KRCL.

Section 10 – Other provisions

a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Offi ce of the Principal, i.e. Navi Mumbai.

b. Changes and supplements as well as termination notice need to be made in writing.

c. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agre ement remains valid. In this case, the parties will strive to come to an agreement to their original in tentions.

5. The Contractor signing the Integrity Pact shall not approach the Courts while representing the matters t o IEMs and he/she will await their decision in the matter.

6. In case of a joint venture, all the partners of joint ventures should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor . It is to be ensured that all sub-contractors also sign the Integrity Pact.

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

Office Seal Office Seal

Place ----------

Date ----------

Witness 1 :

Name & Address ----------

Witness 2 :

Name & Address ----------

Annexure -I

Bidder/Contractor is required to sign the Integrity Pact with KRCL as per format & terms and conditions enclosed with tender. In case a bidder / Contractor does not sign the Integrity Pact, his bid/contract shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "BIDDER OR CONTRACTOR"

a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with KRCL.

b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counter parties.

c) The counterparty will not pass on KRCL's confidential information to any third party unless specifically authorized by KRCL in writing.

d) The Counterparties shall promote and observe best ethical practices within their respective organizations.

e) The Counterparty shall inform the Independent External Monitor.

i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;

ii) If it comes to know of any unethical or illegal payment / benefit;

iii) If it makes any payment to any KRCL associate.

f) The Counterparty shall not make any false or misleading allegations against KRCL or its associates.

II. VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Bid Security, would be forfeited and in addition, they may be blacklisted from the KRCL business in future.

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, KRCL shall be entitled to terminate the Contract. KRCL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases.

c) Subject to satisfaction of the Independent External Monitor, KRCL may ban/ blacklist/put on holiday and exclude the Counterparty from future dealings until KRCL is satisfied that the Counterparty shall not commit any such violation in future.

d) In addition to above, KRCL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

III. INDEPENDENT EXTRNAL MONITORS (IEMS)

1. The following Independent External Monitors (IEMs) have been appointed by KRCL, in terms of Integrity Pact (IP) which forms part of KRCL Tenders / Contracts.

i) Smt. Meenakshi Mishra, IA&AS (Retd.)

(email id: pcmishra@hotmail.com)

ii) Shri. Manoj Kumar Chhabra, DG of police, DG of Prison & DCS (Retd.)

(email id:mkchhabra10@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in KRCL C/o **Konkan Railway Corporation Limited**, Registered and Corporate office at Plot No. 6, Sector 11, Belapur Bhavan, CBD Belapur, Navi Mumbai – 400 614 or directly with the IEMs on the panel.

(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)

Date:

To

_____

_____

Sub: Tender No. / Contract No. _____

A) PRE-TENDER STAGE

I) Please provide the following information: -

a) Whether tender document has been purchased.

Yes / No (If Yes, indicate the Receipt No.)

b) If downloaded from website, whether fee for the same has been deposited. Yes / No

c) Whether the query has been given to KRCL before submission to IEM Yes / No (If Yes, please state the date of submission of query).

d) If reply has been received, please attach a copy of the reply.

II) Please state the query in clear terms giving reference to the clause in the tender.

B) ISSUES RELATING TO EVALUATION OF TENDERS:

I) Whether any reference has been made to KRCL Yes /No

(If yes, reply received from KRCL be attached.)

II) Issue on which reference is being made.

III) Documentary proof with reference to query be attached.

C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTATION STAGE

I) Date of signing of the contract.

II) Please state whether the Performance Guarantee has been submitted in terms of the contract. Yes / No

III) Agreement Clause No. against which the complaint is being made.

IV) Integrity Pact clause under which reference is being made.

D) ISSUES REFERENCE: (Please State the query)

I) Please state whether any reference was made to KRCL. (Yes / No.)

(If yes, reply of KRCL be attached)

II) In case no reference is made, please note that first reference is required to be made to KRCL unless the issue relates to any corrupt practice.

NOTEs: 1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission

of tender.

2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.

3. Application be made in triplicate - one shall be sent to KRCL and two copies of the same shall be sent to IEM.

Signature_____

Name of the Company _____

Address _____

Tel. No. _____

Mob. No. _____

Fax No. _____

E-MAIL _____

Annexure –II

Integrity Pact Programme:

“This tender is covered under Integrity Pact Programme of KRCL and prospective bidders are required to sign the Integrity Pact Document and submit the same to KRCL before or along with the bids”.

Only those vendors/Tenderers who signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the designated tender issuing officer (Nodal Officer) of KRCL in the prescribed proforma.

ANNEXURE- III

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with KRCL shall apply for registration in the prescribed **Application –Form**.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by KRCL.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by KRCL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e,

whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself .

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by KRCL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same would be liable to termination by KRCL. Besides this, there would be a penalty of banning business dealings with KRCL or damage or payment of a named sum.

ANNEXURE – "B"

1. Introduction

1.1 Konkan Railway Corporation Limited (KRCL), being a Public Sector Enterprise and *'State'*, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. KRCL has also to safeguard its commercial interests. KRCL deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of KRCL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on KRCL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 *Since* banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 KRCL reserves its rights to remove from its list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same will be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (KRCL) to take action/ decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to KRCL including its projects.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) *Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer'* in the context of these guidelines is indicated as *'Agency'*.

ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

a) For Company (entire KRCL) wide Banning, KRCL's Directors' Committee (KDC) shall be the 'Competent Authority' for the purpose of these guidelines. Chairman and Managing Director, KRCL shall be the ' Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers.

b) For banning of business dealings with Foreign Suppliers, KRCL's Directors' Committee (KDC) shall be the 'Competent Authority'. The Appeal against the Order passed by KDC, shall lie with Chairman and Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach KRCL Board as Second Appellate Authority.

d) Chairman and Managing Director, KRCL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) *'Investigating Department'* shall mean any Department investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders /Tenderers shall mean and include list of approved / registered Agencies- Parties/ Contractors /Suppliers / Purchasers / Customers /Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department would also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with KRCL is under investigation by any department (except Foreign Suppliers), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealings with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest of KRCL to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the KRCL. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of KRCL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may pass an order suspending business dealings, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Company.

ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, if gravity of the misconduct under investigation is found to be serious and it is felt that it would not be in the interest of KRCL to continue dealing with such agency, pending investigation, Vigilance Department may send such recommendation on the matter to Chairman and Managing Director to place it before a KRCL Directors' Committee (KDC) consisting of the following:

1. Director (Finance)

2. Director (Operations and Commercial)

The committee shall expeditiously examine the report, give its comments / recommendations within twenty one days of receipt of the reference.

iii) If KDC opines that it is a fit case for suspension, KDC may pass necessary orders which shall be communicated to the foreign supplier by Director (Operations and Commercial).

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law fo r offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprise or KRCL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpol ations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of KRCL without showing adequate reaso n and this is not due to any reasonable dispute which would attract proceedings in arbitration or Co urt of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offe nce involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterpr ise;

6.7 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (KRCL) or its official in acceptance / performance of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractua l stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispa tch inspection was carried out by Company (KRCL) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unla wful acts or improper conduct on his part in matters relating to the Company (KRCL) or even other wise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Company (KRCL), forcefully occupies, tampers or damages the Company’s properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authorit y may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company.

However, the Competent Authority can impose such ban project wise only if in the particular case b anning of business dealings by respective projects will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of t he misconduct / default not expected to go beyond the project.

7.2 There will be a Standing Committee in each project to be appointed by Chairman and Managing Direct or for processing the cases of “Banning of Business Dealings” except for banning of business dealin gs with foreign suppliers. However, for procurement of items / award of contracts, the committee s hall be consisting of members out of FA&CAO, COM, CEE, CSTE, CME and COS. The Convener of the respective Committee would be appointed by Chairman and Managing Director. The functions of th e committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Loca l unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If company wide banning is contemplated by the standing Committee of any project, the proposal shou

ld be sent by the committee to KDC setting out the facts of the case and the justification of the acti on proposed along with all the relevant papers and documents. KDC shall get feedback about that agency from all other sources of KRCL and based on this feedback, a prima-facie decision for banni ng / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Compet ent Authority that there is no sufficient ground for company wide banning, then the case shall be s ent back to the Committee of the project for further action at their level.

If the prima-facie decision for Company-wide banning has been taken, KDC shall issue a show-caus e notice to the agency conveying why it should not be banned throughout KRCL.

After considering the reply of the Agency and other circumstances and facts of the case, KDC will s ubmit the case to the Chairman and Managing Director to take a final decision for Company-wide b anning or otherwise.

7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers.

i) Banning of the agencies shall apply throughout the Company***.***

ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, an investigatio n shall be carried out by Vigilance Department.

After investigation depending upon the gravity of the misconduct, Vigilance Department may send their report to KDC to KRCL Directors Committee consisting of the following :-

1. Director (Operations and Commercial)

2. Director (Finance)

The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Vigilance Department.

iii) If the Competent Authority opines that it is a fit case for initiating banning action, it will issue show-cau se notice to the agency for replying within a reasonable period***.***

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by Director (Op erations and Commercial) to KDC for consideration & decision.

v) The decision of the KDC shall be communicated to the agency by Director (Operations and Commercial).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issu e a show-cause notice as to why the name of the Agency should not be removed from the list of ap proved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Ope n Tender Enquiries but Limited Tender Enquiries may not be given to the Agency concerned.

3. Past performance of the Agency may be taken into account while processing for approval of t he Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cau se notice has to be issued to the Agency. Statement containing the imputation of misconduct or mi s-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of KRCL, necessary facilit y for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contractors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mention

ed. The order may also mention that the ban would extend to the interconnected entities of the Ag ency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealin g, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one mo nth from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communica ted to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning review of the banning order passed origin ally by the Competent Authority of KRCL under the existing guidelines either before or after filing o f appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the r eview petition can be decided by the KRCL Directors' Committee (KDC) upon disclosure of new fact s / circumstances or subsequent development necessitating such review. The KDC may refer the s ame petition to the Standing Committee for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, KRCL may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector E nterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or Public Sector Enterprises request for more information about the Agen cy with whom business dealings have been banned, a copy of the report of Inquiring Authority toge ther with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any oth er Public Sector Enterprise, KRCL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected entities.

12.4 Based on the above, KRCL may formulate their own procedure for implementation of the Guidelines a nd the same be made a part of the tender document.

Annexure-2

1. Policy for Start-ups Registered Firms.

1.1 Relaxation of criteria of prior experience and prior turnover for Startups (whether Micro, small E nterprises or otherwise) as admissible under Government's existing Policy on the date of openi ng of tender, shall be applicable to Startup registered in the category and within the monetary value of item/services/works tendered for, with Department of Industrial Policy & Promotion, Mi nistry of Commerce or by any statutory bodies specified by Government of India or having a va lid certificate of an eligible business from the Inter- Ministerial Board of Certification specifying the category of registration/certificate and monetary value subject to their meeting of quality a nd technical specifications, as envisaged in the Policy.

1.2 KRCL reserves the rights to deny such exemptions to Startups (whether MSEs or otherwise) in c ircumstances, like procurement of items related to public safety, health, critical security opera tions and equipment etc.

1.3 The tenderer(s) shall submit photocopy of current and valid startups registration certificate incl usive of all the pages showing the category of entrepreneur, monetary limit of their registratio n for the items tendered to avail the benefits under the policy.

2. Following tender conditions on Make in India shall be applicable for tenders valuing more th an Rs 5 Lacs:-

2.1 In procurement, where there is sufficient local capacity and local competition, and where the es timated value of procurement is Rs 50 Lakhs or less, only local vendors* shall be eligible. If the esti mated value of such procurement is more than Rs 50 Lakhs, the provisions of following clause/sub-clause 2.3.1 and 2.3.2, as the case may be, shall apply.

(* Local vendors means a supplier or service provider whose product or service offered for procure ment meets the minimum local content as prescribed under the Order of Ministry of Commerce and Industry. Department of Industrial Policy and Promotion or by the competent Ministries/Department s in pursuance to this Order).

2.2 Bidders (manufacture or principal of authorized representative) who have a valid/approved ong oing 'Make in India' agreement/program and who while meeting "Essential Qualifying Criteria" as i n Clause 5 of "Instructions to Tenderers", would also be considered to be qualified provided:

1. Their foreign 'Make in India' associates meets "Essential Qualifying Criteria" as given i n Clause 5 of "Instructions to Tenderers" without exemption, and

2. The bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.

3. The bidder (manufacturer or principal of authorized representative) furnishes along wit h the bid a legally enforceable undertaking jointly executed by himself and such foreig n Manufacturer for satisfactory manufacture, supply (and erection, commissioning if a pplicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

1. In the procurements not covered by sub-clause 2.1 above, and which are divisible/splitable in nature, the following procedure shall be followed.

1. Among all qualified bids, if the lowest bid (L1) is from a local vendor, the contract for fully qua ntity will be awarded to L1.

2. If L1 is not from a local vendor, 50% of the other quantity shall be awarded to L1. Ther eafter, the lowest bidder among the local vendors, will be invited to match the L1 price for the remaining 50% quantity subject to the local vendor’s quoted price falling within the purchase preference margin of (L1 + 20%), and contract for that quantity shall be awarded to such local vendor subject to matching the L1 price. In case such lowest elig ible local vendor fails to match the L1 price or accepts less than the offered quantity, t he next higher local vendor within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall b e awarded accordingly. In case some quantity is still left uncovered on local vendors, t hen such balance quantity may also be ordered on the L1 bidder.

2.3 In procurement's not covered by sub-clause 2.1 above and which are not divisible and such procureme nt's where the bid is evaluated on price alone, the following procedure shall be followed:

1. Among all qualified bids, if the lowest bid(L1) is from a local vendor, the contract will be awarded to L1.

2. If L1 is not from a local vendor, the lowest bidder among the local vendors, will be invited to match the L1 price subject to local vendor’s quoted price falling within the purchase preferen ce margin of (L1+20%) and the contract shall be awarded to such local vendor subject to ma tching the L1 price.

3. In case such lowest eligible local vendor fails to match the L1 price, the local vendor with the next higher bid within the purchase preference margin of (L1+20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case one of the local ve ndors within the purchase preference margin of (L1+20%) matches the L1 price, then the con tract may be awarded to the L1 bidder.

2.4 The local vendor at the time of tender shall provide self-certification that the item offered meets the mi nimum local content and shall give details of the location(s) at which the local value addition is made.

2.5 In cases of procurement for a value in excess of Rs 10 Crores, the local vendor shall be required to pro vide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or fr om a practicing cost accountant or practicing chartered accountant (in respect of supplies other than comp anies) giving the percentage of local content.

2.6 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debar ment.

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7. **Service & Support**

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

8. **Service & Support**

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

9. **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.

10. **Forms of EMD and PBG**

    Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

    Konkan Railway Corporation Limited, Karwar.
    A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

11. **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.

12. **Forms of EMD and PBG**

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

    Konkan Railway Corporation Limited,
    payable at
    Karwar
    .
    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.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.

6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/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 शर्तें/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---