बिड संख्या/Bid Number: GEM/2026/B/8231897
दिनांक /Dated: 04-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-11-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-11-2026 10:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod1.ccil.dl@gembuyer.in Buyer Email id: buycon233.ccil.dl@gembuyer.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 kms and 24*7 days; Local 24*7
अनुबंध अवधि /Contract Period	2 Year(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)	6 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
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

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)	1882560
Payment Timelines	Payments shall be made to the Seller within **10** 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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	37651

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).	27

(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 :

Ministry of Railways
Corporate Office, Railways Public Sector Undertakings, Container Corporation of India Limited, Ministry of Railways
(Container Corporation Of India Ltd)

UIN Number NCTGC2415P

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. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
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. 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.
4. 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

Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Kms And 24*7 Days; Local 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Mahindra Bolero , Mahindra Marazzo , Maruti Invicto , Toyota Rumion
Usage Variant	2500 kms and 24*7 days
Type of Service	Local 24*7
Year of Vehicle Model	2025 , 2024
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C

विवरण/ Specification	मूल्य/ Values
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

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	Sunil Saini	307023,CONCOR Rail Transhipment Hub, Vill. - Swarupganj (Bhavri), Tehsil - Pindwara	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. **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.

3. **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.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

भारतीय कंटेनर निगम लिमिटेड (कॉनकॉर)

(भारत सरकार का नवरत्न उपक्रम)

CONTAINER CORPORATION OF INDIA LTD. (CONCOR)

A Multi-modal Logistics Company

(A Navratna CPSE of Govt. Of India)

Additional Terms & Conditions (ATC)

· Hiring of **01 number** of Yellow Plate **Commercial Vehicle (SUV type or equivalent)** on monthly hire basis as per details given below:-

S. no	Type of Vehicles	Monthly fixed Kms ceiling	Users	Consignee Address
01	**SUV (07 seater)** type or equivalent commercial Non-AC vehicle along with fuel & **02-Drivers** (Day & Night Shift)	2500 kilometer fixed per month & **(24 x 7 days service)**	CONCOR officers, Staffs & others.	Container Corporation of India Ltd., CONCOR Rail Transhipment Hub, Vill. - Swarupganj (Bhavri), Tehsil - Pindwara, SIROHI, RAJASTHAN-307023.

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

· **Service & Support:-** Dedicated /toll Free Telephone No. for Service Support : BIDDER must have Dedicated/toll Free Telephone No./Mobile No for Service Support. ***DOCUMENTARY EVIDENCE TO BE SUBMITTED.***

· **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.***

· **Bidder turnover:-** Bidder turnover should be greater than or equal to **30%** of the bid value or above in the last three (03) **financial years**-2023-2024, 2024-2025 & 2025-2026. **The turnover details/ certificates shall be duly certified by the Charted Accountants.**

- **Project Experiences:-** The Bidder must have executed/completed **01** single Order of **80%** value of the bid or **02** Orders each of **50%** value of the bid or **03** Orders each of **40%** value of the bid for similar service(s) in the last 03 years to Government/PSU/Limited Company. ***DOCUMENTARY EVIDENCE TO BE SUBMITTED.***

- If the **existing Contractor of CONCOR** has submitted the tender for the same activity in the same facility, the existing contractors bid should necessarily be accompanied by a **satisfactory performance report** from the same terminal/Unit.

- The vintage of vehicles shall not be more than **02 Yrs old** vehicles i.e For Example if **2026,** the vehicle vintage shall be **2024 onwards.** The vehicles should have valid Permits, PUCC, and Insurance etc along with all necessary clearances as required by laws.

- BIDDER should have minimum 02 ***commercial vehicles (SUV types)*** as mentioned above with vintage not more than **02 years old** in the name of company/firm in which name the tender is submitted ***DOCUMENTARY EVIDENCE TO BE SUBMITTED.*** The contractor is not allowed to provide subleased cars during the contract period.

- **TreDs Portal:-** As per instructions of DPE, Govt. of India, all MSME vendors/contractors should be registered on TreDS portal.

- **Advice:** Since there is no fuel escalation clause in the tender, and thus the tenderer is advised to quote the rate accordingly.

- **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. All the attached tender documents should be duly attested by the bidder.*

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SCOPE OF WORK

A. **MONTHLY HIRE BASIS**

i. The agency (i.e. successful tenderer(s) shall provide **01 no** of commercial vehicles i.e Cars (yellow plate), Hatch Back or equivalent with driver & fuel on monthly hire basis as per the terms & conditions of the contract. The number of vehicles deployment may be **increased or decreased** as per the requirement of CONCOR.

ii. The drivers attached with the vehicles shall be skilled persons with proper **uniform** having knowledge of routes, minor repairs of vehicles and holding valid driving license. The driver so deployed must have at least **02 yrs experience** of driving of commercial vehicles. All the vehicles shall carry stepney and tool box. The vehicles should also carry adequate **first aid kit**.

iii. The drivers to be deployed by the contractor for these vehicles for all purpose shall be the employees of the Contractor Only. The CONCOR shall have no relations whatsoever with these persons. They shall have not right to any matters related to the CONCOR.

iv. All kinds of repairs/maintenance cost, charges of fuels, oil, lubricant, mobile phone charges, uniforms, fee towards licenses /registration taxes, challans, salary/overtime of the driver, insurance premium etc., are responsibility of the contractor/agency and shall be borne by the contractor/agency during the contract period.

v. The contractor shall comprehensively insure all the cars against any damage or loss arising during the performance of the work. CONCOR will not be responsible for any loss or damage to the cars of the contractor. Insurances for ve hicles and persons shall be taken by the contractor at his own cost for the entire duration of the contract.

vi. The Agency has to arrange other vehicle in lieu of **breakdown of vehicle**, immediately within reasonable time. Th e standby vehicle should be of the same category, failing which CONCOR will be entitled to hire any vehicle and the amount incurred shall be recovered from the bill of the contractor/agency.

vii. The Contractor shall ensure that **log book** is maintained properly as per instructions issued by this office and shoul d be got signed from the user with details of journey.

viii. The driver should be cordial and properly dressed. The driver should be equipped with mobile phone with incoming & outgoing facility activated at all times. Frequently change of drivers by the contractor shall not be permitted until and unless there is any emergency. The driver replaced must have driving license.

ix. Before deployment of drivers, the agency should verify their credential and good character driver/s should be deploy ed.

x. The monthly hire basis vehicles provided should have minimum required accessories as per company norms. The int erior of the vehicle should be clean and hygienic. The vehicle (including all touch points area) shall be sanitized pro perly before and after every trip.

xi. The contractor shall comprehensively insure all the cars against any damage or loss arising during the performance of the work. CONCOR will not be responsible for any loss or damage to the cars of the contractor. Insurances for ve hicles and persons shall be taken by the contractor at his own cost for the entire duration of the contract.

xii. The cars will have to confirm to the requirements, specifications and conditions as may be laid down by the Govern ment (State or Central) and the local RTO from time to time.

xiii. The vehicles should have valid permits along with all necessary clearances as required by laws.

xiv. **Reimbursements:** Toll Tax/Fast tag, Parking charges , State Tax, & other Govt. Taxes as applicable will be paid e xtra as per actual by CONCOR based on the submission of receipt/challan etc on certification by the user.

xv. The penalties/fine etc on account of traffic violation shall be borne by the agency only.

B. Time of Duty & Kilometer age will be counted as under:

a) The Agency has to arrange other vehicle in lieu of break down car, immediately within reasonable time. Th e standby vehicle should be of the same category, failing which CONCOR will be entitled to hire any vehicle and the amount incurred shall be recovered from the bill of the contractor/agency.

b) In case of absent/non reporting of the driver/vehicle in a particular day pro-rata deduction on monthly char

ges will be made from the bill in addition to imposition of penalty.

c) The vehicle should be properly maintained and have passed pollution test. All instructions of Traffic Police is sued from time to time shall be observed.

d) Unsatisfactory service, disregard of instructions or improper behavior will be liable to termination of contra ct with forfeiture of Security Deposit.

e) The Contractor shall ensure that log book is maintained properly as per instructions issued by this office an d should be got signed from the user with details of journey.

f) Mileage meter provided should be tested and sealed. CONCOR reserves the right to get the meter calibrate d or checked at any time at its sole discretion. Tempering/manipulation of meter shall be viewed seriously, leading to even termination of contract and forfeiture of Security Deposit /performance guarantee. In the e vent of any error/fault in the Meter is noticed, CONCOR reserves the right to adjust the bill for the journey u ndertaken (including those undertaken earlier) besides other penal action.

g) Deduction of income tax or any other statutory levy at source will be made from the money payable to the contractor on the bills for the work done in accordance with the provisions of the Income Tax Act, 1961, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be iss ued to the contractor.

h) The driver should be cordial and properly dressed. The driver should be equipped with mobile phone with in coming & outgoing facility activated at all times.

i) Frequently change of drivers by the contractor shall not be permitted until and unless there is any emergen cy. If any change is made, the concerned officer/admin deptt. shall be informed well in time.

C. Condition of Vehicles:

The monthly hire basis vehicles provided should have minimum required accessories as per company norms. The interior of the vehicle should be clean and hygienic. The vehicle (including all touch points area) shall be s anitized properly before and after every trip. The cars shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, appearance, etc., and the contractor shall have to comply with all s uch requirements as may be necessary in this regard.

a) The contractor shall pay at his cost all types of tax as per the Motor Vehicles Act or Statutory Provisions , and/or any other levies imposed by the different State Governments, Local Bodies, etc., from time to t ime.

b) Notwithstanding anything contained herein above due to reasons beyond the control of CONCOR e.g. ri ots, violence, calamities, fires, strikes by employees, lockouts, CONCOR shall have the absolute right to suspend the contract on any day or number of days. In such cases the contractor shall have no right to claim from CONCOR any compensation, damage, loss, etc., whatsoever in connection with the suspensi on of work.

Terms and Conditions for Specific to the Contract

SECURITY DEPOSIT:-

· The successful bidder shall have to submit a Security Deposit (**5%** of the total contract value) within 15 (Fifteen) days from the date of issue of Letter of Intent (LOI) towards successful performance under this contact. Extension of time for submission of SD beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOI may be given by the Tender Accepting Authority. However, interest of 12% per annum shall be charged for the delay beyond 15 (Fifteen) days, i.e. from 16th day after the date of issue of LOI. Further, if the 30th day happens to be a declared holiday in the concerned office of the CONCOR, submission of SD can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite SD even after 30 days from the date of issue of LOI, the contract is liable to be terminated.

· The security deposit may be submitted in any of the following forms with validity up to the end of the contract period plus six months from the date of its issue:

(i) Bank Guarantee of any Scheduled Bank.

(ii) Demand Draft/Bankers Cheque/Pay Orders or online transfer of fund through RTGS/NEFT in CONCOR account (Bank details shall be provided on demand).

(iii) No other mode will be acceptable for submission of SD and no interest shall be allowed or paid on the security deposit.

· CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the contractor

· The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.

· The Tender Accepting Authority may, at his discretion, increase the amount of Security Deposit proportionately to the crease in the volume of work, but not exceeding 50% of original Security Deposit.

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REFUND OF SECURITY DEPOSIT

a. The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of **"No Due Certificate"** by the offices of CONCOR and also the contractor required to give NOC stating that there is no pending amount payable by the CONCOR. However, even if there is any delay, the contractor will not be entitled to any interest.

b. In the event of any dispute arising between CONCOR and the contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the contractor singly or jointly with others and CONCOR, who shall detain the security deposit or such balance there of and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The contractor shall have no claim for compensation or interest for any such detention made by CONCOR.

UNSATISFACTORY PERFORMANCE:

In case the Contractor fails to:

a. Provide the vehicle in lieu of break down car immediately within reasonable time.

b. Provide vehicle as per instructions of CONCOR.

c. In case of any discrepancies in service viz. non reporting, late reporting, driver not fully conversant with routes, driver not behaving properly etc.

CONCOR shall be at liberty to impose penalty/damages of up to **Rs.2000/-** for deficiency in service for each of above defaults. The amount will be recovered from monthly bill/dues.

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

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

TERMINATION OF THE CONTRACT

- In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving notice in writing to that effect and if the contractor, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part in its absolute discretion.
- In the event of such termination of the contract, CONCOR shall be entitled to forfeit the security deposit as it may consider fit.
- If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his makes the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations in this account.

Period of Contract: Period of contract shall be 2(Two) yrs from date of deployment of vehicle.

EXIT CLAUSE:

CONCOR shall have the absolute right to terminate the contract by giving 30 days' notice without assigning any reason.

GENERAL CONDITION OF CONTRACT

1.0 PAYMENT:

1.1 Subject to any deductions, which CONCOR will be authorized to make under the terms of the contract th at may be applicable while accepting the tender.

1.2 The contractor shall prepare and submit monthly Bills for the services rendered by him within 4 months fr om the month of rendering the service in the in prescribed forms based on the quantum of work along with Logbook duly singed by the user, Wage Sheet, Proof of wages/salary credited to Drivers Saving Bank Account, PF & ESIC Challans of previous months. GST remittance proof/undertaking as the case may shall also to be enclosed. Payment of the amount claimed will be arranged after necessary checks of the correct ness of the claim, deducting all charges /penalties/damages/fines/recoveries including TDS and/or any othe r levies at the prescribed rates. An occasional or inadvertent delay, however, shall neither entitle the contr actor to claim interest nor provide a basis for termination of contract. The work shall in no case be hamper ed on account of non-payment of bills.

1.3 The contractor should pay salary to its employee's up to 7th day of the following month for work perform ed of the preceding month through -RTGS/Electronic transfer only.

1.4 The Contractor/Tenderer/Vendor undertakes to take registration with GST authority for discharge of its ob ligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services contractor/tenderer will specify whether CGST/SGST will b e attracted or IGST will be attracted along with rate thereof.

1.5 The Contractor/Tenderer/Vendor indemnifies CONCOR, its directors, officers, employees and associates fo r any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authori ties or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/Tender er/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that age ncy is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Lev y Scheme, the same will be duly intimated to CONCOR with relevant documents.

1.6 Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, r eporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely paym ent of GST, and filling of statutory returns within prescribed time lines.

1.7 In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amount s, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the CONCOR.

1.8 If as result of Change in Law, Contractor/Tenderer/Vendor obtains a benefit by way of reduction in costs d ue to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor will notify the CONCOR and propo se amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the sa me financial position as it would have occupied had there been no such Change in Law resulting in such de creased cost to the Contractor/Tenderer/Vendor.

1.9 The aforesaid payment of Bill will ordinarily be made within twenty days of submission of bill subject to su bmission of necessary documents. Delay in payment, however, shall neither entitle the contractor to claim any interest nor provide a basis for termination of contract.

1.10 Payment shall be made through RTGS/ECS.

1.11 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc., or any cause whatsoever from handling bills and from the pe rformance guarantee or any other amounts due to him. In the event of any such recoveries or adjustment s being made from the performance guarantee.

1.12 **Good & Service tax(GST)**/applicable taxes , as applicable will be paid extra as per the Government Policy .

2.0 TIME LIMIT FOR SUBMISSION OF BILLS

2.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within **04 montl** of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting a thority on written request can waive off this limitation and allow late submission of bills if the reasons for dela are found convincing and reasonable.

2.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a clair

in writing is made thereof within (04) four months from the date on which payment of the original claim theret was made. Any claim for such under payment not received within stipulated four months period, shall be liab to be summarily rejected by CONCOR. Nevertheless, the accepting authority on written request can waive off t s limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

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

3.0 COMPLIANCE OF VARIOUS LAWS/ACTS:

i. The drivers to be deployed by the contractor for these vehicles for all purpose shall be the employees of the Contractor Only. The CONCOR shall have no relations whatsoever with these persons. They shall have not ri ght to any matters related to the CONCOR.

ii. Compliance of all statutory obligations covered under New Labour Codes, Shops & Establishment Act, Motor Vehicle Act, 1988, etc shall be the obligation of the contractor and contractor shall indemnify and shall alwa ys keep the CONCOR indemnified against any liability falling on CONCOR due to con compliance of statutor y obligations by the contractor or any of its agents/servant/drivers or for any reason whatsoever. The Agen cy will be responsible for the conduct of their staff.

iii. All the workers and/or person employed by the contractor shall be engaged by him as his own employees/w orkmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of acc ident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CONCOR ind emnified against liabilities arising out of the contract on this account.

SHRAMIK KALYAN:

The Contractor is to abide by the Provisions of payment of wages act & Minimum Wages Act in te rms of clause no 54 & 55 of Indian railways General Conditions of Contract. In Order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailwa ys.gov.in. The Contractor shall register his firm/company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registratio n/updation of portal shall be done as under:

a) Contractor shall apply for one time registration of his company/firm etc in the Shramikkalyan port al with requisite details subsequent to issue of LOI (Letter of Acceptance). Authorized representati ve of CONCOR shall approve the contractor’s registration on the portal within 7 days of receipt of s uch request.

b) Contractor once approved by any authorized representative of CONCOR, can create password wit h login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.

c) The contractor once registered on the portal shall provide details of his Letter of Acceptance (LOA) , contract agreement on ShramikKalyan portal within 15 days of issue of any LOA for approval of a uthorized representative of CONCOR. The authorized representative of CONCOR shall update (if re quired) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

d) After approval of LOA by the authorized representative of CONCOR contractor shall fill the salient details of contract labor engaged in the contract and ensure updating of each wage payment to th em on shramikkalyan portal on monthly basis.

e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient de tails of engaged contractual labour and payments made thereof after each wage period. While pro cessing payment of any “On Account Bill” or “Final Bill” or “release of Advances” or “Performance

Guarantee/Security Deposit", contractor shall submit a certificate to the authorized representative of CONCOR that "I have uploaded the correct details of contract labours engaged in connection wi th this contract and payments made to them during the wage period in Railway's Shramikkalyan p ortal at 'www.shramikkalyan.indianrailways.gov.in'till_____ Month_____Year.

4.0 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of CONCOR's Cor porate Office shall in addition to any criminal liability that the contractor may incur, entitle CONCOR to resc ind this contract and all other contracts with him, and to take any other action as may be deemed fit by CO NCOR.

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall, in addition to any criminal liabil ity that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him.

The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitle d forthwith to rescind the contract and all other contracts with CONCOR.

CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting fr om such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and CONCOR.

Any question or dispute as to the commission of any offences or compensation payable to CONCOR under t hese clauses shall be settled by the Chairman& Managing Director of CONCOR in such manner as he shall c onsider fit and sufficient and his decision shall be final and conclusive.

5.0 PROHIBITION AGAINST TAKING WORK FROM CONCOR EMPLOYEES OR GOVERNMENT SERVANTS:

5.1 No person, who has retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government Service or CONCOR, shall be a contractor of CONCOR. The contractor shall under no circu mstances employ any person in the employment of CONCOR for the purpose of carrying on this contract an d further shall not employ any person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the transport contractor hi mself or any of his employees is found to be a person to whom this applies and who had not obtained neces sary permission of CONCOR.

6.0 **INSURANCE:** CONCOR shall not entertain any claim arising out of mishap, if any, that may take place. Th e contractor shall be fully responsible for any loss or damage to the vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. CONCOR shall neither be responsibl e nor liable to pay any compensation for injury/ death caused to Contractor's operating staff in the event of any accident while on CONCOR's duty or otherwise. In case of any third party claim against CONCOR for an y act of the employees of the contractor/agency, the contractor /agency shall act as guarantor and indemni fy CONCOR to the extent of all claims and expenses. The Contractor shall insure the vehicle and CONCOR s hall not be liable for any compensation/claims arising out of theft/ loss of the parts of the vehicle when park ed at the officer's residence/CONCORPremises.

8.0. ARBITRATION:

8.1 In the event of any question, dispute or differences arising under these conditions or in connection with thi s contract, the same shall be referred to Delhi International Arbitration Centre or Region- area concerned. T he parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi I nternational Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authori ty. The decision of the center shall be binding on both parties. The parties shall be governed by the law in f orce in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed tha t the language used in the arbitration proceedings shall be English. Rest of the terms is subject to agreeme nt between the parties. The Arbitrator may from time to time with the consent of all the parties to the contr act extend the time for making the award. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 a nd its amendments and the rules there under for the time being in force shall be deemed to apply for the ar bitration proceedings under this clause. The Venue of the arbitration shall be at New Delhi.

8.2 In case of any disputes or differences between the parties hereto, the Civil Courts of _____ (place of Regio

n/Cluster office/terminal/CO) shall have exclusive jurisdiction for the implementation of tender.

9.0 TERMINATIONOF THE AGREEMENT IN THE CASE THE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN COURT OF LAW

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

10.0 DEATH OF CONTRACTOR:

10.1 No alteration by death, resignation, addition or otherwise for or to the contractor or the partners c onstituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs successors or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

11.0 DEBARRING OF BUSINESS DEALINGS:

11.1 In the event of premature termination of contract in terms of provisions of the Terms and Conditions for s pecific to the contract, CONCOR shall also be entitled to Debar the contractor for participation in future tenders of CONCOR for a period as deemed fit ranging from one (01) to three (03) years.

11.2 Further, in case if it comes to the notice of CONCOR that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract , in all such cases CONCOR at its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases the provisions of clauses mentioned under termination of contract will become applicable.

13.0 FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by eith er party of any obligation under this contract shall be prevented or delayed by reason of any war, h ostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, n otice of the happening of any such event is given by either party to the other within 30 days from t he date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Term inal In charge/Department head as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligati on under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the otherparty.

14.0 NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman & Managing Director/Area Head, Cluster Head, CONCOR shall be issued or taken on his behalf by the official in charge of the work at Corporate Office/Cluster office. The contractor shall furnish to CONCOR the name(s), d esignation (s) and address(s) of his authorized representative(s) and all complaints, notices communication a nd references shall be deemed to have been duly served to the contractor if delivered to him or his authoriz ed representative(s) or left at or posted at the address so given. He shall be deemed to have been so given notice in the case of posting on the day on which they would reach such address in the ordinary cover of po st or on the day on which they were delivered or left.

15.0 SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

16.0 GENERAL: Any clarification in regard to the intent or interpretation of any of the provisions of these terms and conditions shall be sought from tender accepting authority, CONCOR, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to tender accepting authority, CONCOR, whose decision will be final and binding.

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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---