बिड संख्या/Bid Number: GEM/2026/B/8234792
दिनांक /Dated: 03-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-11-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Container Corporation Of India Limited
कार्यालय का नाम/Office Name	Corporate Office
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod1.ccil.dl@gembuyer.in Buyer Email id: buycon317.ccil.dl@gembuyer.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2500 km x 300 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2000 km x 300 hours; Local
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	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes | Partial | Turn over value - 5.7 (in lakhs)

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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2002440
Payment Timelines	Payments shall be made to the Seller within **21** 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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	40050

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance 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 :

Manager
Container Corporation of India Limited, Ministry of Railways, Area Office/Area-I (North), NSIC New MDBP Building, Okhla Industrial Estate, New Delhi - 110020.
(Deepak Tiwari)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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 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.
2. 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.
3. 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.
4. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
5. 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.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1793701832.pdf

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

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Vehicle Type	Hatchback
Type of car (Please select at least 3 options)	Maruti Suzuki WagonR , Maruti Suzuki Swift , Tata Tiago
Usage Variant	2500 km x 300 hours
Type of Service	Local
Year of Vehicle Model	2024
Km Travelled	Upto 75,000 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

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	Amit Yadav	342001,Container Corporation Of India Ltd. Inland Container Depot Bhagat Ki Kothi New Power House Road Near Railway Malgodom Jodhpur (Rajasthan)	1	• Duration in Months for which service is required : 24

Monthly Basis Cab & Taxi Hiring Services - Hatchback; 2000 Km X 300 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Hatchback
Type of car (Please select at least 3 options)	Maruti Suzuki WagonR , Maruti Suzuki Swift , Tata Tiago

विवरण/ Specification	मूल्य/ Values
Usage Variant	2000 km x 300 hours
Type of Service	Local
Year of Vehicle Model	2024
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	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

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	Amit Yadav	342001,Container Corporation Of India Ltd. Inland Container Depot Bhagat Ki Kothi New Power House Road Near Railway Malgodom Jodhpur (Rajasthan)	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. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the

Bid document, ATC and Corrigendum if any.

3. **Forms of EMD and PBG**

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

   CONTAINER CORPORATION OF INDIA LTD.
   payable at
   NEW DELHI
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   CONTAINER CORPORATION OF INDIA LTD.
   Account No.
   921020041208821
   IFSC Code
   UTIB0000007
   Bank Name
   AXIS BANK LIMITED
   Branch address
   AXIS BANK LTD., STATESMAN HOUSE, 148, BARAKHAMBA ROAD, NEW DELHI-110001
   .
   Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   CONTAINER CORPORATION OF INDIA LTD.
   payable at
   NEW DELHI
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. **Past Project Experience**

   Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

8. **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.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The bidder has to use his own experience and judgment to consider all the required resources and the offer must be submitted accordingly . The bidders are advised to visit the location CONCOR, ICD Bhagat ki Kothi, Jodhpur (Rajasthan) and go through the attached brief descripti on of work before submitting the bid.

2. If the existing Contractor of CONCOR has submitted the tender for the same a ctivity in the same facility, the existing contractors bid should necessarily be ac companied by a satisfactory performance report from the same terminal.

3. In case the bidder is working at any or one of CONCOR terminals in the same Area (Area-I/ North), his bid should necessarily be accompanied by a satisfactor y performance report from that/those terminal/s. In case, his bid is not accomp anied with the above-mentioned satisfactory performance report, it will not be c onsidered.

4. **Shramik Kalyan Portal Clause:** Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of In dian Railways General Condition of Contract. In order to ensure the same, an ap plication has been developed and hosted on website **'www.shramikkalyan.in dianrailways.gov.in'**. Contractor shall register his firm/company etc. and uplo ad requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:-

(i) Contractor shall apply for onetime registration of his company/firm etc. in t he **Shramikkalyan portal** with requisite details subsequent to issue of Lette r of Acceptance (LOI). Authorised representative of CONCOR shall approve th e contractor's registration on the portal within 7 days of receipt of such reque st.

(ii) Contractor once approved by any authorised representative of CONCOR, ca n create password with login ID (PAN No.) for subsequent use of portal for all L oAs issued in his favour.

(iii) The contractor once registered on the portal, shall provide details of his L etter of Acceptances (LOA), Contract Agreements on shramikkalyan portal wit hin 15 days of issue of any LOA for approval of authorised representative of C

ONCOR. The Authorised representative of CONCOR shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

(iv) After approval of LOA by the authorised representative of CONCOR, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on **Shramikkalyan portal** on monthly basis.

(v) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

(vi) While processing payment of any “On Account Billl” or “Final Bill” or “release of the wage period in Railway’s Shramikkalyan portal at **‘www.shramikkalyan.indianrailways.gov.in’** till_____ Month_____Year .

5. **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 16 th day after the date of issue of LOI. Further, if the 30 th day happens to be a declared holiday in the concerned office of the CONCOR, submission of SD can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite SD even after 30 days from the date of issue of LOI, the contract is liable to be terminated. In case contract is terminated, CONCOR shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Micro & Small Enterprises (MSEs) registered with the nominated agencies or a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, concerned office or DIPP as the case may be shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work and in future tenders.*

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

7. **For Micro and Small Enterprises (MSEs):**

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

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

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

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

(v) “CONCOR is registered with TReDS Platform of RXIL (Receivables Exchang

e of India
Ltd.) having Buyer registration Number “CO0000642”. The URL for RXIL Platform is
“https://www.rxil.in”. MSE suppliers/vendors are required to register themselves on
RXIL Platform for availing the facility of bill discounting on TReDS portal. The URL for
onboarding is “https://onboarding.rxil.in/customerapp/home”.

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

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

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

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

9. **ESCALATION/DE-ESCALATION:**

The vehicles supplied to CONCOR shall normally be petrol/diesel/CNG operated vehicles. The CONCOR reserves the right to increase/decrease rate depending upon the type of fuel being used as per the prescribed formula as indicated below:

i) The revision of the rates due to increase in the petrol/diesel/CNG prices shall be considered by CONCOR if the increase/decrease announced by the Government of India is more than 15%. The increase/decrease beyond 15%(including piecemeal increase/decrease), the rates shall be increased/decreased by $1/4^{th}$ of the percentage increase/decrease in the fuel price. The variation in rates shall be affected from the 1^{st} day of the following month in which the variation in prices of fuel takes place as indicated above.

ii) The specified benchmark of increase or decrease of 15% is on the rates of diesel/CNG/petrol on t he date of submission of tender.

iii) The rates of diesel/CNG/petrol as on date of previous escalation will form base for calculation of s ubsequent 15% variation for next escalation.

10. **Time limit for submission of bills:**

The contractor shall make a claim for the services rendered under this contract to CONCOR within Fou months of such service. If he does not prefer claim within the said period he shall be deemed to have w ived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevert eless, the accepting authority on written request can waive off this limitation and allow late submission f bills if the reasons for delay are found convincing and reasonable.

No claim in respect of under payment to the contractor shall be considered valid or entertained unless claim in writing is made thereof within (4) four months from the date on which payment of the original aim thereto was made. Any claim for such under payment not received within stipulated four months p iod, shall be liable to be summarily rejected by CONCOR. Nevertheless, the accepting authority on writ n request can waive off this limitation and allow late submission of bills if the reasons for delay are four convincing and reasonable. However, in case of any specific issue over which the contractor had not bil d for any particular activity, the same can be allowed for payment, subject to the prior approval of Tend r Accepting Authority, notwithstanding what has been laid down in the Clause on Payment. The decisio of the Tender Accepting Authority shall be final and binding on the contractor.

11 **Unsatisfactory Performance, Penalty and Consequences Thereof:**

In case the Contractor fails to:

a. Provide the vehicle in lieu of break down car immediately within reasonabl e time.
b. Provide vehicle as per instructions of CONCOR.
c. In case of any discrepancies in service viz. non-reporting, late reporting, dr iver not fully conversant with routes, driver not behaving properly etc.

(i) CONCOR shall be at liberty to impose penalty/damages of up to Rs.200 0/- (Rupees; Two Thousand Only for deficiency in service for each of above defaults. The amount will be recovered from monthly bill/dues.

(ii) In case of not providing of commercial vehicle as per the vintage, a pe nalty 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 n ot providing vehicle will be recovered from the contractor apart from makin g proportionate deductions from monthly rate. Further, termination of con tract can also be reviewed in case failure of providing stipulated vehicles as per tender condition.

(iii) If the extra expenditure incurred by CONCOR on account of unsatisfac tory performance of the contractor as mentioned in paragraphs above is m ore than the performance guarantee proposed to be forfeited, the expendit ure over and in excess of the performance guarantee may be recovered by deducting the said amount from pending bills of the contractor or from mo ney due to the contractor by CONCOR under this or any other contract or ot herwise. The contractor shall have no claim whatsoever against CONCOR in consequence of such recoveries or termination of the contract as stated ab ove.

12. Termination of the Contract

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

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

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

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

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

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

13. **Resolution of Disputes:**

13.1 All disputes and differences arising out of or in connection with this agreement shall be subject to he exclusive jurisdiction of the courts at Delhi, India. The parties hereby irrevocably submit such jurisdic on and waive any objection to the venue or forum.

13.2 This agreement shall be governed by and construed in accordance with the laws of the Republic o India.

13.3 No payment of interest shall be made for disputed amounts/claims till the final determination of d putes/claims and payment thereof pursuant to the resolution.

13.4 Subject to any directions of the Officer-in-Charge, Work under the contract shall continue during t e pendency of proceedings. The competent court may also consider and decide whether or not such wo k should continue during the pendency of proceedings, if required. Payments otherwise due and payab by CONCOR shall not be withheld solely on account of such proceedings, unless otherwise directed by e court.

14. Service during post contract period

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

15. In case of multiple L-1 bidders after price match option among Non-MSE and MSE

bidders, CONCOR reserves the right to award the contract to any L-1 bidder and other bidder(s) will not have any objections whatsoever.

16. **Exemption for Prior Turnover to Start-Ups:** Minimum Average Annual Turnover of the Start Ups bidder required in last three F.Y. (after exemption of 5%) is Rs.5.7 Lakh per year.

17. If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability. Any loss suffered by CONCOR on this account will be recovered from the contractor. This will be done without prejudice to CONCOR's right to seek any other remedy under law.

18. **Interpretation of the Clause**:

Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority (TAA) of CONCOR, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the CONCOR's condition/clause of contract, if required.

.

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---