

Tender Ref. no	Cost of Tender Document by Pay Order/DD	Annual Estimated Cost	EMD Rs.	Sale Period	Date and Time for Submission	Date and Time for Opening
Tender for contract for road transportation of ODC containers between Mumbai/Mumbai Port/JNPort/D'Node Area to various destinations						
CON/WR/JNPT/ROAD TRANSPORTATION/05/09	Rs. 2,080/- (Rs.2,000/- + 4% VAT)	Rs.1.69 Crores approx.	Rs.1,69,000/-	03.06.09 to 25.06.09	26/06/09 Upto 15:00 Hrs.	26/06/09 at 15:30 Hrs
Tender form can also be downloaded from our website <a href="http://www.concorindia.com">www.concorindia.com</a> or for more details please contact: O/o The Chief General Manager, 5 <sup>th</sup> floor, New Administrative Bldg., C.Rly., Opp.Times of India Bldg., Mumbai CST 400 001. Tel # 22622053/22622054						

***CONTAINER CORPORATION OF INDIA LIMITED***

***(A GOVT. OF INDIA UNDERTAKING)***

**TENDER DOCUMENT**

***FOR***

***ROAD TRANSPORTATION***

***OF***

***ODC CONTAINERS***

***BETWEEN***

***MUMBAI/MUMBAI PORT/J.N.PORT/D'NODE AREA AND VARIOUS  
DESTINATIONS***

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## TENDER FORM

**REF : CON/WR/JNPT/ROAD TRANSPORTATION/ 05/09**

**TENDER FORM PRICE : Rs. 2,080/- (Rs.2,000/- + 4% VAT)**

TENDER FOR CONTRACT FOR ROAD TRANSPORTATION OF ODC CONTAINERS BETWEEN MUMBAI/MUMBAI PORT/J.N.PORT/D'NODE AREA & VARIOUS DESTINATIONS FOR A PERIOD OF 2 YEARS FROM THE DATE OF COMMENCEMENT OF CONTRACT

1. Serial number assigned to the Tender Form : -----
2. Date of Sale / Issue : -----
3. Name of the Applicant to whom the Tender Form was sold / issued : -----
4. Full Address of the Applicant : -----
5. Sealed Tender Forms shall be received **upto 1500 hrs.on 26.06.2009.**
6. Tenders containing Pre-qualification bids will be opened at the Office of Chief General Manager,CONCOR Western Region **at 1530 hrs on 26.06.2009.**

Office Seal

Full Signature of the Official  
Issuing Tender Form

Name in Block Letters-----  
Designation -----

Notes / Instructions :

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (v) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Chief General Manager, Container Corporation of India Limited, 5<sup>th</sup> Floor, Central Railway. New Administrative Building, D.N.Road, Mumbai 400 001 **before 1500 hrs. on 26.06.2009.**

# CHAPTER-I

## TENDER LETTER

Dear Sir,

The **complete set of tender papers for** Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D'NODE Area & various destinations ICDs of CONCOR (Container Corporation of India Ltd), at Mumbai for a period of two years is enclosed. These ICDs are Tughlakhabad (TKD), Dadri, Mandideep (MCT) and Sanathnagar (SNF). Please note that this set of tender document, comprising of the following chapters and annexures, is not transferable under any circumstances :

Chapter I	-	Tender letter.
Chapter II	-	General Instructions to Tenderers
Chapter III	-	Specific Instructions to Tenderers regarding pre-qualification bids.
Chapter IV	-	Scope of Work
Chapter V	-	Terms and Conditions Governing Contract.
Annexure I	-	Letter of Submission of Tenders.
Annexure II	-	Agreement for acting as Road Transport Contractor
Annexure III	-	Bank Guarantee Bond.
Annexure IV	-	Schedule of Rates.
Annexure V	-	Experience Certificate
Annexure VI	-	Undertaking for downloading the document from CONCOR Website

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

You are required to submit your offer in **two separate sealed envelopes**. The first sealed envelope should contain all the documents listed in Chapter III on 'Specific Instructions to Tenderers Regarding Pre-qualification bids'. Please ensure that all the documents listed in this chapter are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly superscribed as **“Tender for Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D'NODE Area & various destinations: Pre-qualification Bid”**.

The second sealed envelope should contain only the **Schedule of Rates** (Annexure IV) completely filled by you as mentioned in Para 6 of chapter 2 on General instructions to Tenderers. Please ensure that each page of the **Schedule of Rates** is signed by you or your authorized representative before submission. This envelope should be clearly superscribed as **“Tender for Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D'NODE Area & various destinations: Financial Bid”**.

Both the sealed envelopes should thereafter be sealed in one envelope and clearly superscribed as “**Bids for the “Tender for Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D’NODE Area & various destinations”**”. This envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., 5<sup>th</sup> Floor, Central Railway, New Administrative Building, D.N.Road, Mumbai 400 001 on or **before 1500 hrs on 26.06.2009**. It will be in your interest to ensure that the tender documents are deposited positively before the date and time indicated above.

Please note that the tender offers will be taken out from the box at 1530 hrs, on the same date and venue, in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

Only that envelope, which contains the “**pre-Qualification Bids**”, will be opened **at 1530 hrs on 26.06.2009**. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers. The envelopes containing the “**Financial Bids**” of only those tenderers, who qualify after consideration of the “**Pre-Qualification Bids**”, will be opened on a subsequent date and time, to be notified to the qualified tenderers.

Any offer received after 1500 hrs but before the opening of tender box at 1530 hrs. will be considered to be a delayed/late tender.

**It may please be noted that CONCOR reserves the right to:-**

- Accept or reject any or all of the pre-qualification bids in part or in full.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest.
- To extend the date of submission of the tender.
- Relax the tender conditions at any stage, if considered necessary for the purpose of finalising the contract in overall interest of CONCOR and Trade.
- Bye pass a Tenderer who may be in the same line of business and competing with CONCOR.
- Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer i.e. L-1.
- Disqualify the tenderers black listed by State / Central Govt. undertakings / PSUs.

Please note that the word container(s) will mean all the different types of containers, which are built for carriage of cargo as per ISO/Domestic standards / specifications. The tenderers may also note that in this tender document the word “trailer” signifies a “prime mover” and a trailer fitted with container securing arrangements.

The Scope of Work, Terms and Conditions and the Schedule of Rates of the Tender document will constitute the Agreement, to be executed with CONCOR, by the successful bidder/bidders.

You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or Terms and Conditions.

You may like to visit CONCOR's terminal at JNPT/D'NODE , to make yourself more conversant with the site conditions, road approaches, distances from user industries, distances from ports to ascertain the details of work involved etc.

You are requested to ensure that all the requisite tender documents, including the Pre-Qualification Bid and the Financial Bid are submitted after full consideration and understanding of the work envisaged under this Road Transportation contract .

Thanking you,

Yours faithfully,  
For and on behalf of Container Corporation of India Ltd.

CHIEF GENERAL MANAGER  
WESTERN REGION

# Chapter II

## GENERAL INSTRUCTIONS

### 1. PREAMBLE

- 1.1 Road Transportation of Over dimensional (ODC) containers between Mumbai/Mumbai Port/J.N.Port//D'node Area and various destinations under management of CONCOR (Container Corporation of India Ltd.). The Road Transport contractor to be appointed, referred to as the R.T.O. (Road Transport Operator) hereinafter, shall be responsible for performing the work of Road Transportation of Over dimensional (ODC) containers between Mumbai/Mumbai Port/J.N.Port/ D'node Area and various destinations as per details given in Chapter IV on Scope of Work.

### 2. BONAFIDE OFFERS

The tenderer should be an experienced and financially capable bonafide container transporter , which shall mean an entity :

- (a) having required previous experience as specified in Clause 4 below.
- (b) having sound financial standing as specified in para 5 below.
- (c) possessing requisite no. of vehicles as described in Chapter -IV on 'Scope of Work' and Chapter-V terms and conditions, under ownership/leasing/contracting arrangements with proper AMC/suitable arrangements for maintenance.
- (d) Having adequate no. of technically/professionally qualified personnel with him to manage the work efficiently.
- (e) Meeting all other requisites laid down in this chapter elsewhere.

### 3. SUBMISSION OF TENDERS - TIME LIMIT / MODE

- 3.1 The tender documents duly completed should be submitted in two separate parts. The first part should be sealed in a separate envelope and super scribed as **"Pre-Qualification Bid for Tender for Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D'NODE Area & various destinations."** This should contain all the information which would enable the Accepting Authority to decide on credentials of the tenderer for performing/doing the job. The second part will consist of the **"Financial Bid"** for and should be superscribed as **"Financial Bid for Tender for Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D'NODE Area & various destinations"** "on the second envelope as such. Both the envelopes should again be sealed in one envelope and duly superscribed as **"Tender for Road**

**Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D'NODE Area & various destinations.”**

**The following documents shall be submitted in the Pre-Qualification Bid :**

- a. Letter of Submission of Tender .
- b. Detailed list indicating documents / statements submitted as part of the bid.
- c. Crossed Demand Draft of **Rs.1,69,000/- (Rupees One Lakh Sixty Nine Thousand Only )** towards Earnest Money Deposit.
- d. Experience Certificates for prescribed volumes and years, in **original***[for existing RTOs of CONCOR photocopies will do]*.
- e. Documents indicating ongoing contracts in hand, if any.
- f. Documents regarding financial standing of the firm/company.
- g. Documents regarding constitution of the firm/company.
- h. Power of Attorney, if required.
- i. Photocopy of the latest Income Tax Return
- j. This tender document with all pages intact ; duly embossed (with official seal ) & signed by the tenderer or any such person as is legally authorised to sign for and on his behalf ( **excluding the duly filled in / complete Schedule of Rates at Annexure IV, which should be detached and submitted under ‘Financial Bid’** ).

The following documents shall be submitted in the Financial Bid :

The **Schedule of Rates** given at Annexure IV duly filled and signed by the tenderer in which :

- **All rates shall be quoted only on the proper form (Annexure IV) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorised signatory.**
- The schedule of rates should be filled in carefully after considering all the aspects of work as described in Chapter IV on “Scope of Work” and Chapter V on “Terms and Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the ground that the tenderer had not understood the work envisaged by this contract, or did not understand or did not have full knowledge of site conditions, method of working of CONCOR terminals, various laws

applicable to the work relating to CONCOR terminals, labour laws and local labour practices, various distances involved in the transportation of containers, etc.

- Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorised signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.
- The rates quoted in the Schedule of Rates should be reasonable and workable. The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- Rates for all items of work described in Schedule of Rates should be quoted both in words as well as in figures. **If there is variation between the rates quoted in “figures” and in “words” only the rate quoted in words shall be taken to be as correct and valid.** If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- Tenderers shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.

It may please be noted that CONCOR reserves the right to re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest bidder.

- 3.2 The tenders duly completed as described in para above must reach the designated office of Chief General Manager, Container Corporation of India Ltd., 5<sup>th</sup> Floor, Central Railway. New Administrative Building, D.N.Road, Mumbai 400 001, before **1500 hrs on 26.06.2009..** **Tenders received after opening time shall be treated as late tender and rejected outright.**
- 3.3 The tenders will be opened at CONCOR's office, located at the above address at **1530 Hrs on 26.06.2009.** Only the envelope containing the **Pre-Qualification Bid** will be opened on the due date. The tenderers or their representative may be present at the time of opening of the tenders, if they so desire.
- 3.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Any tender delivered or sent otherwise will be at the risk of tenderers. Tenders by Telegram will not be considered. In case the date of opening is declared holiday, tenders will be received and opened on the next working day.

- 3.5 Chief General Manager, Western Region, reserves the right to extend the date of submission and opening of the tender.
- 3.6 If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favourable for acceptance of his tender or creates circumstances 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. This will be done without prejudice to CONCOR's right to seek any other remedy under law.
- 3.7 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- 3.8 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the Tenderer and dated.
- 3.9 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
- 3.10 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
- 3.11 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Director or by a duly authorised person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Articles of Association of its existence before the contract is awarded / with the tender document.
- 3.12 Joint Ventures are not allowed /permitted to participate in this tender contract.
- 3.13 **Earnest Money Deposit:** Each tenderer shall be required to deposit a sum of **Rs.1,69,000/- (Rupees One Lakh Sixty Nine Thousand Only )** as earnest money along with the Pre-Qualification Bid in the form of a crossed Demand Draft made out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue. No interest shall be allowed on the earnest money deposited.

- 3.14 **Validity of Offer:** It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **120 days of the date of opening of the tender**, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying / withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR.

#### **4. PREVIOUS EXPERIENCE OF TENDERERS**

The tenderer should enclose documents and certificates in proof, to the satisfaction of CONCOR, of (i) his previous container transportation experience of minimum 1200 TEU's p.a. during each of preceding two years (i.e. 2006-07 and 2007-08), and (ii) his technical ability and financial ability to undertake the work of the magnitude tendered for. Tenders not supported by satisfactory credentials will not be considered.

#### **5. FINANCIAL CREDIBILITY OF FIRM**

- 5.1 The tenderer should have achieved a minimum turnover of **Rs.43 Lakhs** per annum in its business (in the same name in which he is submitting his offer) during any two of the previous three financial years.
- 5.2 Tenderer shall submit attested/notarized copies of documents in support of financial stability i.e. duly audited Balance Sheets and Profit and Loss Account for the last three financial years indicating present capital (authorized, issued and paid up), current assets, current liabilities, working capital, Net Worth, turnover etc. The tenderer should have at least a positive Net Worth based on the last year's Balance Sheet. The bidder shall also submit details of financial arrangement proposed viz. own resources/bank credit, etc, and banker's certificate regarding solvency. (Note: Give full details)

#### **6. CONSTITUTION OF THE FIRM**

- 6.1 The tenderers who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 6.2 The cancellation of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.

- 6.3 CONCOR may, recognise changes in Power of Attorney and related documents mentioned in sub-para 6.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/RTO.

## **7.0. STUDY OF LOCAL CONDITIONS**

The tenderer is advised in his own interest to visit the site/sites of the work and acquaint himself with all local conditions, means of access to the site/sites of the work, nature of work etc.

## **8.0 ACCEPTANCE OF TENDER**

- 8.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Chief General Manager, Western Region, Container Corporation of India Ltd., who does not bind himself to accept the lowest or any other tender.

- 8.2 Acceptance of tendered rates will be communicated by FAX/Telegram/E-mail Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/Telegram/E-mail Express Letter, the Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the FAX/Telegram/E-mail Express Letter should be deemed to conclude the contract.

- 8.3 **The tender documents in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.**

- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

- 8.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.

- 8.6 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR also is not bound to give the reasons for such disqualification.

## **9.0 EXECUTION OF CONTRACT DOCUMENT**

The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Western Region, Container Corporation of India Ltd., 5<sup>th</sup> Floor, Central Railway. New Administrative Building, D.N.Road, Mumbai 400 001, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents within ten days of the date of issue of communication from the CONCOR's office and start the work within ten days of signing of the contract

**or by the date stipulated by the Chief General Manager, Western Region, whichever is later.** Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit besides any other action that CONCOR might take as per Terms and Conditions stipulated in this document.

**10.0 CONFIDENTIALITY OF TENDER DOCUMENTS**

The tenderer shall treat the contents of the tender documents as private and confidential.

**11.0 POSTAL ADDRESS FOR COMMUNICATION**

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

**12.0 TENDERS THROUGH WEBSITE OF CONCOR:**

The bidders who are downloading the tender document from the CONCOR website **concorindia.com** and willing to participate in this tender must comply with the terms and conditions mentioned in the tender document and **any changes / modifications made in the tender document will be liable for rejection.**

Tenderers may download the tender document from our website and **same may be submitted along with the cost of tender document (Rs.2,080/-) by way of Demand Draft in favour of CONTAINER CORPORATION OF INDIA LIMITED at the time of submission of tender document.** In case of non-submission of the cost of the tender document, the tender shall be liable for rejection.

The tenderer has to indemnify CONCOR for any losses accrued due to alteration / modification made in the tender terms and conditions.

If at any stage, change / modification is noticed in the tender document, tenderer will abide by the original terms and conditions of the tender, failing which, CONCOR reserves the right to reject the tender and / or terminate the contract.

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## CHAPTER III

### SPECIFIC INSTRUCTIONS TO THE TENDERERS REGARDING “PRE-QUALIFICATION BID”

#### 1. INTRODUCTION

The Financial Bid in the form of Schedule of Rates will be opened and considered only for those bidders who fulfil the requirements listed in this chapter and whose Pre-Qualification Bids are accepted as valid by the competent authority of CONCOR.

The bidders are requested to study the entire tender document/form before preparing and submitting the Pre-Qualification Bid.

All the documents listed at Para 3.1 of Chapter II on General Instructions to the tenderer which are required for the Pre-Qualification Bid should be put in a separate envelope, sealed and superscribed clearly as **“Pre-Qualification Bid for Tender for Road Transportation of ODC containers Between Mumbai/Mumbai port/J.N.Port/D’NODE Area & various destinations.”**

All the documents listed in this chapter, except Bank Demand Drafts should be countersigned by the tenderer(s).

A list of all the documents submitted with the Pre-Qualification Bid and details of the demand draft should be provided by the tenderer in the envelope for Pre-Qualification Bid.

The Letter of Submission of Tenders (Annexure III), duly signed by the tenderer, giving complete address, telephone numbers, etc. should be submitted as a part of the Pre-qualification Bid. **The Letter of Submission of Tender should be submitted as the Top Sheet of the Pre-Qualification Bid.**

**The tenderer should detach Annexure IV “Schedule of Rates” and submit the entire remaining tender document along with other documents listed in this chapter as a part of the Pre-Qualification Bid.**

The tenderer should ensure that all the necessary documents are submitted ordinarily in original, and countersigned by him or his authorized representative. In cases where it is not possible to submit original documents, the tenderer must submit photocopies duly certified by a Gazetted Officer of Government of India / Public Notary. However, the original document should be submitted by the tenderer for scrutiny and verification on demand by CONCOR at any time during consideration of the tender and failure to do so may result in rejection of the tender.

#### 2. EARNEST MONEY

2.1 Each tenderer shall be required to deposit a sum of **Rs.1,69,000/- (Rupees One Lakh Sixty Nine Thousand Only )** as Earnest Money. The Earnest Money shall be deposited along with the tender document in the form of crossed Demand Draft made out

in favour of “Container Corporation of India Ltd.”, payable at Mumbai and valid for a minimum period of six months from the date of issue.

2.2 Cheques, War Bonds, Guarantee Bonds, Government Securities, Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates, etc. will not be accepted towards the Earnest Money referred above.

2.3 It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further with mutual consent.

2.4 The Earnest Money mentioned above in Para 2.1 shall be forfeited to CONCOR if the tenderer fails to observe or comply with the stipulation in Para 2.3 above or fails to execute the agreement stipulated in Para 11 of the chapter on General Instructions to the Tenderer or refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit or Bank Guarantee.

2.5 No interest shall be allowed on the Earnest Money deposited.

2.6 The Earnest Money deposited by the successful bidder will be adjusted towards the security deposit referred to in Para 5 of Chapter V on Terms & Conditions of contract below subject to the condition stipulated in sub para 2.3 above. The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

### **3. STATUS AND PREVIOUS EXPERIENCE OF TENDERER:**

The status of the tenderer must be in accordance with options indicated in the Chapter II of this tender document.

The tenderer must have prior experience of minimum two years of satisfactory transportation of ISO/DSO containers, in the same name / firm composition in which he is applying for this tender. as stipulated in Para 4 of Chapter II of this document. The tenderer must enclose the documents / certificates in proof of this in form of such documents and such certificates that can prove his previous technical and commercial experience in undertaking similar transportation work, as described in the Chapter on Scope of Work, in the format annexed as “Annexure VI”.

The tenderer should also give a list of his ongoing contracts in hand, if any, for similar kind of work of transportation of containers / cargo, indicating clearly the name of the party, volume of work and duration of contract.

CONCOR reserves rights to ignore / reject the tender received from any tenderer, who may be in the same line of business, i.e., competing with CONCOR.

CONCOR also reserves rights to ignore / reject the tenders of such parties who have been blacklisted by State / Central Government Undertaking / PSU.

CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR and the trade.

#### **4. FINANCIAL CREDIBILITY**

a) The tenderer should have achieved a minimum turnover of **Rs. 43 Lakhs** per annum in its business of container transportation (in the same name in which he is submitting his offer) during any two of three preceding financial years, i.e.2005-06, 2006-07 and 2007-08., as stipulated in Para 5.1 of Chapter II of this document.

b) If the tenderer is a proprietary firm or a partnership firm, Income and Expenditure Account and Balance Sheet for the last three years, i.e.2005-06, 2006-07 and 2007-08 duly certified by Chartered Accountancy Firm must be enclosed. In the case of a company, audited Annual Reports and financial statements for 2005-06, 2006-07 and 2007-08 must be enclosed.

c)The duly audited financial statements, viz., Balance Sheets and Profit and Loss accounts for the last three financial years, viz., 2005-06, 2006-07 and 2007-08 should be submitted to enable CONCOR gauge the financial ability of the bidder to do the jobs tendered for.

d) For immediate preceding year, unaudited reports will be accepted, provided suitable justification is provided for the delays in audit.

#### **5. CONSTITUTION OF THE FIRM**

The tenderers who are constituents of a Firm, Company, Association or Society, must enclose notarized or attested copies of the constitution of their Firm, Company, Association or Society and Power of Attorney and / or Partnership Deed. Cooperative Societies must submit notarized or attested copy of the certificate of registration along with the documents mentioned earlier.

The cancellation or modification of any documents such as Power of Attorney, Partnership Deed, etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.

CONCOR may, recognize changes in the documents mentioned above after obtaining proper legal advice, cost of which will be chargeable to the tenderer / RTO.

## **6. INCOME TAX RETURN**

The tenderer shall submit **the latest acknowledged Income Tax Return filed in the name of the firm / company which is applying for the contract. The return must have firm's PAN No. mentioned on it clearly.**

## **7 VEHICLES AND OTHER FACILITIES**

7.1 Suitable vehicles would be deployed by the RTO, capable of carrying containers of different weights, in accordance with the laws of Central/State Government in force, from time to time All the vehicles deployed by the tenderer should be in good fettle and capable of handling all types of containers in accordance with ISO standards / specifications stipulated for container handling.

**7.2 CONCOR reserves the right to seek clarifications from the bidders regarding any information and documents submitted, mentioned in sub-paras above, along with Pre-qualification bid. Failure to submit the same may render the bid liable for rejection.**

## **CHAPTER IV**

### **SCOPE OF WORK**

#### **01) PREAMBLE:**

The Road Transport RTO (to be referred to as R.T.O. hereinafter) to be appointed for the under this contract be responsible for road transportation of Over dimensional (ODC) containers between Mumbai/Mumbai Port/J.N.Port/D'NODE Area/D'node Area and various destinations under management of CONCOR (Container Corporation of India Ltd.). These ICDs are Tughlakhabad (TKD), Dadri, Mandideep (MCT) and Sanathnagar (SNF).

- 1.1. The scope of the work covered by the contract consists of transportation of Over dimensional (ODC) containers between Mumbai Area and various destinations.
- 1.2. Since CONCOR places a very high emphasis on timely handling and movements of containers, it would require the R.T.O to perform timely transportation of containers & to monitor and supply information of all containers in transit to CONCOR on a daily basis. Special high speed/power equipment viz. VOLVO trucks may be required for urgent transportation if required by our customers. R.T.O. will have to provide such equipment on demand. The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.3. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to Chief General Manager, Western Region, Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the tenderer/RTO.
- 1.4. The tenderer may please note that the services of CONCOR for road transportation for Various destinations are purely optional. CONCOR and all customers of CONCOR will have the option of transporting the containers by any other transporter if they so desire, subject to fulfillment of conditions laid by CONCOR. Mere award of contract does not confer any rights on R.T.O to all transportation work between Mumbai Area and Various destinations.
- 1.5. The scope of work described in this chapter shall not be a basis for any dispute with regards to rates or for alteration of terms and conditions. Doubts, if any, about the interpretation of any of the clauses in this Chapter shall be referred to Chief General Manager, Western Region,, Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the R.T.O.
- 1.6. The R.T.O. shall arrange his own staff including trained supervisors/operators/workers, equipment and road vehicles as described in the chapter on Terms and Conditions for carrying-out the work.

- 1.7. The tenderer is advised to acquaint itself with the exact location, road approaches/conditions and the facilities in Mumbai Area and the various destination ICDs. He is also advised to familiarize himself with the procedures and method of working of various ICDs/CFSS/both the Ports.
- 1.8. R.T.O. will be required to post adequate managerial and supervisory staff for this work to co-ordinate the transportation.
- 1.9. R.T.O. will be required to arrange for all liaison work with customs, security agencies at the gates, Check-Naka, Octroi-Naka, handling agencies at the ports/other yards from where containers are to be picked up/delivered etc. at their own cost. CONCOR will not pay any “exit charges” or gate overtime for customs unless otherwise specially asked for.
- 1.10. CONCOR will assign the work to R.T.O. through written “Job Orders” given at JNPort/MbPT/various ICDs to the authorized agent of R.T.O. whose name and contact address/phone nos. will have to be specified. R.T.O. will acknowledge in writing the receipt of the Job Orders.
- 1.11. The RTO shall quote rates inclusive of all toll charges and levies. No additional payment for any new charges/levies will be made during the duration of the contract.

- 2) **BRIEF DESCRIPTION OF WORK :** The description of work is only illustrative and not exhaustive.
  - a) R.T.O will be required to transport Over dimensional (ODC) containers by trucks or trailers between Mumbai area and ICD various destinations.
  - b) CONCOR transports the containers in customs’ bonded state. It is responsible to the customs for the safety of the cargo during the transit. It has to furnish “Import Continuity Bond” of an appropriate amount to the customs. R.T.O will be required to sign this bond as a guarantor.
  - c) Loading and unloading of road trailers at the ports and ICD will be done by the CYs/ports/CONCOR. The mentioned movement will be as directed by and under the control of CONCOR.
  - d) The Schedule of Rates is limited to ODCs upto 8’ over height and /or 8’ over width. However, CONCOR is often required to transport much bigger consignments. RTO will be required to transport all other containers also, for which a separate quotation will be asked for on case to case basis.

**NOTES:**

- (1) The distances indicated in the transportation rate slabs in the SOR refer to the one way distances.
- (2) In case, inguage flat rack or open top container is required to be transported, then RTO will cover the cargo in such containers with suitable water proof tarpaulin to save the cargo from pilferage and from the vagaries of weather conditions.

- (3) 20'/40' High cube containers will not qualify as ODC for the purpose of this contract.
- (4) The maximum height and/or width of the container at any point will be considered for determining the class of ODC and standard dimensions as (L X W X H) 20'/40' X 8'6'' X 9'6''.

### 3. SCHEDULE OF QUANTITIES :-

3.1. The schedule of quantities indicated below are only an approximate estimate of the **annual** volumes expected. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities.

3.2. As mentioned in sub-para 3.1 the quantities below are only an approximate estimate and any variation in quantity during execution of the contract shall not be a basis for any dispute with regard to the rates quoted by the tender/RTO.

**ESTIMATED ANNUAL VOLUMES FOR ODC CONTAINERS (Please note that only the volumes mentioned in the table hereunder will be considered for financial evaluation. An indicative of volume (which will not be considered for financial evaluation) of 1 container may be considered, for all categories where no volume is mentioned in the table below. However, the rates should be quoted by the tenderer for all ODC categories.**

ODC Category	Estimated Annual Volume for 20' containers for Base weight i.e. >12 upto 19 MT Gross					
	TKD	DADRI	SNF	MCT	Transportation from Destination ICD to factory within 30 km	Transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km
<b>Overheight</b>						
upto 1 Ft	9		1		3	3
>1 Ft upto 3 Ft	3	1		1	1	1
>3 Ft upto 5 Ft	9		2		3	3
>5 Ft upto 8 Ft	1					
<b>Overwidth</b>						
upto 1 Ft	2				1	1
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft	1					
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						

upto 1 Ft	7				2	2
>1 Ft upto 3 Ft	3		1		1	1
>3 Ft upto 5 Ft			1			
>5 Ft upto 8 Ft						
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft	2				1	1
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Every additional ton or part thereof beyond 30 MT Gross</b>	1	1	1	1	1	1

ODC Category	Estimated Annual Volume for 40' containers for Base weight i.e. upto 18 MT Gross					
	TKD	DADRI	SNF	MCT	Transportation from Destination ICD to factory within 30 km	Transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km
<b>Overheight</b>						
upto 1 Ft	11				6	6
>1 Ft upto 3 Ft	38				10	10
>3 Ft upto 5 Ft	12	1	3	9	6	6
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft	2				1	1
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft		1				
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft	1		1		1	1
>1 Ft upto 3 Ft	5				1	1
>3 Ft upto 5 Ft	1	1			1	1

>5 Ft upto 8 Ft						
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft	13				3	3
>1 Ft upto 3 Ft	12				3	3
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft	1					
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft	2				1	1
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Every additional ton or part thereof beyond 30 MT Gross</b>	1	1	1	1	1	1

**Note :** The rates for ODC container transportation, involving movement of loaded units of different ODC categories described above, to be quoted by the intending tenderers in the SOR for the following base rate.

**20'containers: Gross weight (container + cargo) >12-19 MT Gross**

**40'containers: Gross weight (container + cargo) upto 18 MT**

For containers with gross weight exceeding these limits, CONCOR shall provide relational rates as per following relationship:

Size of Container	Gross Weight (Container + Cargo) in M.T.	Rate to be paid to R.T.O.
<b>20'</b>	<b>&gt;12-19 M.T. Gross</b>	<b>X1="Base Rate" as per Tender</b>
	<b>Upto 12 M.T. Gross</b>	<b>=0.65 x X1</b>
	<b>&gt;19MT &lt;=25MT Gross</b>	<b>= 1.1 x X1</b>
	<b>&gt;25MT &lt;=28 MT Gross</b>	<b>=1.2 x X1</b>
	<b>&gt;28MT &lt;=30 MT Gross</b>	<b>=1.25 x X1</b>
<b>40'</b>	<b>Upto 18 M.T. Gross</b>	<b>Y1="Base Rate" as per Tender</b>
	<b>&gt;18MT &lt;=23MT Gross</b>	<b>= 1.1 x Y1</b>
	<b>&gt;23MT &lt;=28 MT Gross</b>	<b>=1.2 x Y1</b>
	<b>&gt;28MT &lt;=30 MT Gross</b>	<b>=1.25 x Y1</b>

**Note:-** The relational rate for 45' containers shall be 1.2 times the applicable rate for 40' containers.

The tenderer has to quote a uniform rate for all ODC categories, for every additional ton or part thereof beyond 30 MT Gross for both 20' and 40' ODC containers. For financial evaluation of rate per MT beyond 30MT Gross for both 20' and 40' containers, it will be assumed that the ODC category is OH upto 5 Feet and the container is 31 MT Gross.

There may be cases where after arrival of the ODC container at the various destinations, the container is to be delivered at factory premises. In such

**cases, the tenderer should therefore also quote rate uniform rate for all destination ICDs for the following:-**

- i) The rate for transportation of the 20'/40' ODC container upto 30Kms from various destination ICDs and**
- ii) The rate for every additional block of 10 km or part thereof beyond the initial slab of 30km mentioned in i) above.**
- iii) For financial evaluation for this category of rate, one additional slab of 10km will be considered for ODC category upto 5 Feet for both 20' and 40' containers with Gross weight of 31 MT.**

**(Note:- For above rates, the transportation from ICD to factory base rate will be >12- 19MT Gross for 20' ODCs and 18MT for 40' ODCs for various ODC categories. The rate for gross weight exceeding these limits will be paid at relational rates as mentioned above. Transportation from ICD to factory rate for every additional ton or part thereof beyond 30MT Gross for both 20' and 40' ODCs should also be quoted.)**

3.3 The RTO shall arrange his own supervisors, operators and road vehicles as described further in the chapter on 'Terms and Conditions Governing the Contract' for carrying out the work described in the paras below.

3.4 Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Chief General Manager, Western Region, whose decision in the matter shall be final.

#### **4. DETENTION TO R.T.O'S VEHICLES :**

4.1 Loading and unloading of containers at the ports is the responsibility of the shipping lines. CONCOR will not be held responsible for any detention of R.T.O's vehicles in the ports.

For unloading of containers at various ICD destinations, CONCOR will pay detention charges to the R.T.O. for detention beyond the free time of 1 working day, excluding the day of arrival of containers in ICD TKD/DDR, various ICD destinations. The detention will depend on the type of container. For vehicles transporting ODCs upto 8' overheight/overwidth containers, Rs.500 per day or part thereof per TEU will be paid. For vehicles transporting bigger containers, detention charges will have to be specified along with the quotation which will be called for on case to case basis.

There may be cases where the RTO's vehicle is detained at the port on account of some problems of the shipping line after issue of Job order by CONCOR i.e. container held by port, container not released, container found not sealed, damage, leakage, one side loaded after loading on vehicle etc. In such cases, CONCOR will pay detention charges to the R.T.O. @ Rs.500/- per day or part thereof per Teu subject to minimum detention of 12 hours, for the number of days for which the RTO's vehicle is detained at the port after issue of job order by CONCOR and deployment of vehicle by the RTO, which gets detained at the port due to such shipping line problems. Please note that such detention charges are payable only if

the vehicle is actually deployed by RTO and gets detained in the port (subject to submission of proof).

On arrival of vehicle at Various destinations, the R.T.O. staff immediately report with complete documents to CONCOR nominated officer. The date and time recorded by CONCOR nominated officer will be treated as arrival date and time for the purpose of calculation of truck detention charges and transit.

#### **4.2 DETENTION OF TRAILERS AT FACTORY:-**

There may be detention of RTO's vehicles at factories in case of transportation of ODCs from destination ICDs to factories for delivery. RTO will be permitted to raise detention charges of Rs.1,000/- per vehicle per day or part thereof for detention beyond the free time of 1 day, excluding the day of arrival of container at factory, provided he has an acknowledgement from the party of his responsibility in this respect or he has intimated CONCOR of the delay in time enabling CONCOR to make necessary recovery from the party. Any technical innovation acceptable to CONCOR to prove the date and time of arrival at the factory may be recognized in lieu of acknowledgement from party.

- 4.2 MONITORING OF TRAILER MOVEMENT AND KEEPING CONCOR/SHIPPERS INFORMED:** The R.T.O. shall develop systems to keep a track of all the trailers moving between Mumbai Area and various destinations. R.T.O. shall collect and provide information regarding the containers on run and on arrival at the destination to CONCOR every day and additionally as and when required by e-mail/fax/phone. Any failure on this front will be treated as instances of unsatisfactory working.

**4.3 Transshipment :** The actual gross weight of the containers in isolated cases may be more than the declared weight in IGM/SMTP. In such cases if transshipment of container has to be done in a higher category vehicle, the same has to be done at Dronagiri Rail Terminal of CONCOR. For this purpose, the RTO will be paid a lump sum amount of Rs.1,000/- (on production of weight particulars) for detention/arrangement of new trailer (which remains the responsibility of the RTO). Cost of "Lift On & Lift Off" will be borne by CONCOR at DRT. For any transshipment done beyond DRT, the cost will have to be borne by the RTO. The RTO is therefore advised in his own interest to get the container weighment done in Dronagiri area.

#### **5. INCIDENTAL WORK :**

- 5.1** In the course of carrying-out the work indicated in this chapter and other chapters of this tender document the following general duties will also have to be performed by R.T.O. for which no separate payment will be made :
- a) Survey of the containers prior to acceptance/dispatch
  - b) Satisfy himself that there is proper lock on corner post and sealing, the choking/bracing/lashings provided by the shipping lines are proper, and no container is accepted for transportation if it has improper choking/bracing/lashings and, point out the same to CONCOR. Such containers should be despatched only with the permission of the CONCOR officer.

- c) Any entry/exit formalities at the ports.
- d) Any customs' overtime (if CONCOR specially asks for movement when OT is required, the same will be reimbursed as per receipt issued. No additional payment of any kind will be paid)
- e) Information regarding the containers on run and on arrival at the destination to CONCOR.
- f) Any penalties, toll charges ,octroi, incidental charges etc.

For and on behalf of Container Corporation of India Ltd.

CHIEF GENERAL MANAGER  
WESTERN REGION

## CHAPTER V

### TERMS AND CONDITIONS GOVERNING THE CONTRACT

#### 1. PREAMBLE

1.1 The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. The contract, which may eventuate from this tender document, shall be governed by the Terms and Conditions as contained in this chapter and also the other provisions as contained in the other chapters and annexures forming a part of this tender document. This tender document shall be the sole repository of the Terms and Conditions of the contract. The above activities and movement will be as directed by and under control of Container Corporation of India Ltd., Mumbai. The RTO to be appointed shall be the road transport RTO responsible for transportation of containers as per the details given in Chapter IV on "Scope of Work"

1.2 The above activities and movement will be as directed by and under control of Container Corporation of India Ltd., Mumbai.

2. The contract, which may emanate from this tender document, shall be governed by the Terms & Conditions as contained in this chapter and also the other provisions as contained in the other chapters and annexures forming a part of this tender document. This tender document shall be the sole repository of the Terms and Conditions of the contract.

#### 3. PERIOD OF CONTRACT

3.1 The contract shall be awarded for a period of two years from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one more year in case it considers it necessary. The extension shall be granted on the basis of mutually negotiated rates. No request for any change in rates will be entertained during the pendency of the contract except as provided in Para 41 (i.e. Rate Revision Clause) of this chapter.

3.2 The date of signing of the agreement by the TO, shall be treated as the **date of commencement of contract**.

#### 3.3 SERVICE DURING POST CONTRACT PERIOD.

However, it will be obligatory on the part of RTO to continue to work at the rates prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for at least 4 (four) months or till the new contract is finalised, whichever is earlier.

#### 4. EARNEST MONEY

4.1 The tenderer shall be required to deposit a sum of Rs. **Rs.1,69,000/- (Rupees One Lakh Sixty Nine Thousand Only )** as earnest money. The earnest money shall be deposited

along with the Pre-Qualification bid by crossed Demand Draft made-out in favour of “Container Corporation of India Ltd” payable at Mumbai and valid for a minimum period of six months from the date of issue. **Documents submitted without EMD will be summarily rejected.**

4.2 It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not withdraw his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount in sub-para 4.1 shall be liable to be forfeited to CONCOR.

4.3 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.

4.4 No interest shall be allowed on the earnest money deposited

4.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para 5 below in case the tenderer chooses to submit the ‘Security Deposit’ in cash. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalised.

## **5.0 SECURITY DEPOSIT**

5.1 The successful tenderer will be required to furnish a security deposit of Rs.14,00,000/- (Rupees Fourteen Lakhs Only ) towards successful performance under this contract within ten days from the date of communication of award of contract in his favour by CONCOR. The security deposit may be submitted in any of the following forms with validity up to 4 months beyond the expiry of the period of contract:

- (i) Bank Guarantee of State Bank of India or any Nationalised Bank in the proforma approved by CONCOR.
- (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR in prescribed forms.
- (iii)
  - a. 12 years National Defence Certificate at the surrender value.
  - b. 10 years Defence Deposit at the surrender value.
  - c. State Loan Bonds.
- (iv) Demand Draft/Pay Orders

### **Notes**

- (i) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
- (ii) The National Saving / Defence Certificates as referred to in para 1.5 (ii) and (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. National Certificates

etc. not accompanied by this form will not be accepted as valid security money.

(iii) No interest shall be allowed or paid on the security deposit.

5.2 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within ten days of the acceptance of the tender, the Earnest Money Deposit mentioned above will be forfeited by CONCOR in full, without prejudice to any further rights or remedies in this regard for breach of contract.

5.3 The competent authority / Managing Director, CONCOR may, at his discretion, increase the amount of security deposit, mentioned above, proportionate to the increase in the volume of the work, but not exceeding 50% of original security deposit. The decision of the competent authority / Managing Director; CONCOR, with regard to the volume of work and the value of the security deposit shall be final and will be binding on the RTO.

5.4 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 RTO to observe and in performance of the terms and conditions of this contract or 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 RTO shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the RTO 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 amounts due to the RTO.

5.5 The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the RTO 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.

## 6.0 REFUND OF SECURITY DEPOSIT

6.1 The security deposit shall, subject to any deductions that may be made therefrom, be returned to the TO within four calendar months after termination of the contract and on issuance of "No Dues Certificate" by the Terminal Manager.

6.2 In the event, of any dispute arising between CONCOR and road Transport RTO 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 Handling and Transportation RTO singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the RTO as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The road transportation RTO shall have no claim for compensation or otherwise for any such detention made by CONCOR.

## **7.0 INSURANCE**

7.1 It is advisable for TO to take a suitable insurance policy for transportation of containers, and also for allied activities/risks, if any. This is in the interest of the RTO to cover himself from risks involved in Handling and Transportation of cargo/containers. Since this is a policy which protects the RTO, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract. CONCOR, however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the RTO from TO's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by TO or not.

## **8.0 AGREEMENT FOR ACTING AS ROAD TRANSPORT RTO**

8.1 The successful tenderer will be required to sign an agreement for acting as road transport RTO for Container Corporation of India Ltd. as per the format at Annexure-II within a period of ten days of the date of issue of communication from the CONCOR's office. All the chapters and Annexures of this tender document will form part of the agreement to be executed by the successful bidder with CONCOR.

## **9.0 DUTIES AND RESPONSIBILITIES OF RTO**

The RTO shall follow all rules and regulations as per the judgement issued by the Honourable Supreme Court of India from time to time during the currency of the contract and should place proper vehicle as per the weight category.

The RTO shall quote rates inclusive of all toll charges and levies. No additional payment for any new charges/levies will be made during the duration of the contract.

9.1 The Terminal Operator must own or have at his disposal the requisite trained personnel for his contractual work and the requisite number of vehicles etc. as described below:

9.2 The RTO shall provide adequate number of trained supervisors, drivers, etc to ensure proper and timely movement of containers, including performance of incidental and general services, expeditiously and to the satisfaction of CONCOR officials. The container terminal's incharge shall have the final say in the matter. All staff to be deployed will have to have police verification.

9.3 The Road Transport Operator shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, instruments, equipment, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components of transportation equipment should also be provided by him so that the work is not hampered at the terminal.

9.4.1 The official, incharge of the ICD, shall be at liberty to object to and require the TO to remove forthwith from the ICD any person employed by him if, in opinion of ICD

incharge, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of incharge shall be unquestionable and final and the RTO shall be under obligation to replace such a person.

9.5 All workers and/or personnel employed by the RTO shall be engaged by him as his own employees / workmen in all respects implied or expressed. It will be compulsory on the part of the RTO to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death, etc. The RTO shall indemnify CONCOR against liabilities arising out of the RTO's obligations on this account.

9.5.1 The responsibility to comply with the provisions of various labour laws of the country shall be that of the RTO. RTO shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments /modifications:-

- I) The Payment of Wages Act, 1936.
- II) The Minimum Wages Act, 1948.
- III) The Factory Act, 1948.
- IV) The Workmen Compensation Act, 1923.
- V) The Employees Provident Fund Act, 1952.
- VI) The Contract Labour (Regulation and Abolition) Act,1970; Rules 1971.
- VII) The Payment of Bonus Act, 1965.
- VIII) The Payment of Gratuity Act, 1972.
- IX) The Equal Remuneration Act, 1976.
- X) The Employees State Insurance Act, 1948.
- XI) The Industrial Disputes Act, 1947.
- XII) The Employment of Children Act, 1938.
- XIII) The Motor Vehicles Act, 1988 along with GSRM.728-E dated 18.10.96.
- XIV) The Hours of Employment Regulations.
- XV) Regulation of Employment and Welfare Act, 1969.
- XVI) The Bombay Opium Smoking Act, 1936.

9.5.2 The RTO shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment / work in CONCOR's facility.

9.5.3 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to a workman employed by the RTO in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CONCOR due to the RTO's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CONCOR shall be at liberty to withhold from the bills of the RTO the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR

under relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CONCOR to the RTO whether under the particular contract or otherwise, CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the RTO and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the RTO as stated above shall be final and binding on him.

9.5.4 The RTO shall pay not less than the fair wage to the labourers / workers engaged by him for the work, the fair wage being the wage including the allowances notified at the time of inviting tenders or as notified from time to time by the competent authority for the work, and where not notified the wages paid for similar work in the neighbourhood. The labour wages and allowances shall not be less than those prescribed by any provincial law etc. The RTO shall keep a proper record of such payment and submit a certificate every month to CONCOR of his having done so.

9.5.5 If CONCOR shall at any time consider the mode adopted by the RTO of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the RTO may be withheld during such non-compliance.

9.5.6 A notice showing the rates of wages to be paid to workers shall be published by the RTO and exhibited prominently near the place of work and should be made easily accessible to all workers.

## **9.6 EMPLOYEES PROVIDENT FUND & ESI**

9.6.1 It will be the responsibility of the respective RTOs to obtain separate code (identification number) for deposit of PF and ESI dues, with the concerned authorities directly, prior to commencement of work.

9.6.2 The onus of deposit of PF dues shall be on the RTO. Payment against RTO's bills will be released only when relevant challans, PF Registration / Code No. along with photocopies of attendance and payment registers are provided.

9.6.3 The RTO shall also comply with all laws, rules and regulations of Central / State Government and local Municipal Corporation and other government bodies with regard to road vehicles / handling equipment / any other area. The RTO shall ensure that he has obtained required licenses for operation of vehicles and equipment from the authorities concerned and ensure that these are operated by experienced and qualified staff, as per requirement of local transport and other authorities and laws. He shall indemnify CONCOR against any infringement of such laws, rules and regulations.

## **10.0 LICENCE/PERMISSION/REGISTRATION**

10.1 Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the RTO shall at his own cost arrange for such Licence/Permission/Registration. RTO shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or CONCOR as and when required. The RTO shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the RTO. No claim *for reimbursements, made against CONCOR by RTO* shall be entertained by CONCOR.

## **11.0 SPECIFIC RESPONSIBILITIES FOR CONTAINER TRANSPORTATION**

**11.1 The TO shall exercise due care and take all precautions while transporting containers to avoid any damage or loss to the container or cargo at any stage. TO shall be responsible for the safety of containers and cargo while they are in his custody. CONCOR shall be at liberty to take action under Paragraph 30 i.e. Unsatisfactory Performance below and forfeit the Security Deposit in terms of Para 5 above, if he fails in his responsibilities in looking after the containers and cargo in his custody.**

11.2 The RTO shall exchange the Equipment Interchange Report (EIR) every time the handing over or taking over of a container takes place. He shall be responsible for examining and verifying correctness of the details given in the EIR.

12. The RTO shall provide necessary modern equipment for communication of voice and data, as prescribed by CONCOR from time to time, to his supervisors and employees for ensuring efficiency of operations.

13 The RTO will also maintain various records in computerised atmosphere and will provide reports to CONCOR in both soft and hard copy format as and when required.

14 The RTO shall abide by all the rules, procedures, directions and instructions given by CONCOR officials, which are not inconsistent with the terms and conditions of the contract, for the efficient working of the terminal.

15. The RTO shall not carry out any direct business dealing with any customer of CONCOR without prior approval of CONCOR. TO shall not receive, *handle, transport* any container / cargo to/from any CONCOR terminal directly.

16. The actual requirement of equipment and vehicles described in para 23 will depend upon the pattern and volume of traffic and may vary from time to time. The RTO will be required to position additional vehicles, whenever necessary due to exigencies of traffic upon being notified to do so by CONCOR. No detention to containers or road vehicles must be caused on this account

17. CONCOR shall not pay any additional amount for any expenses which the RTO may be required / compelled to incur while crossing any gate, manned by Customs / CISF / Security agencies of any type.

18. CONCOR transports 'exim' containers in bonded state. It is responsible to the Customs for the safety of 'exim' cargo during transit and has to furnish a "Continuity Bond" of an appropriate amount to the Customs. The RTO will be required to sign this bond as a guarantor. The RTO will be liable for the element of Customs duty also for any loss or damage to the cargo while the container is in his custody.

19. The RTO shall not receive and transport any container whose original seals have been tampered with or whose contents appear to have been damaged and / or pilfered and will always act only on the instructions of the Terminal Manager. The RTO shall also be responsible for bringing the containers/CBTs/CMTs duly stuffed or loaded outside ICD with seals intact and hand them over at the appropriate place in the same condition.

20. The contract shall be liable for all acts of commission or omission of his employees. He shall forthwith discharge any of his employee who is reported by CONCOR to be undisciplined or of poor moral character or incompetent or negligent.

#### **21.0 SCHEDULE FOR COMPLETING ASSIGNED WORK**

Containers for respective destinations should be dispatched on road trailers at timings suitable from the point of view of traffic regulations and working conditions at ICD's/CFS's,etc. Sufficient trailers to meet peak demands shall be organised by the R.T.O. from time to time subject to limits of free time

**21.1 Free time:** R.T.O. must immediately begin movement. Normal free time will depend upon the lot size as given below.

No. of TEU's offered on a day	Free time period within which the container should be picked up (excluding the day on which document are given by CONCOR to R.T.O)
1 to 10	1 working Day
More than 10	2 working days

For ODCs exceeding 5' overheight/overwidth, free time of 2 working days excluding the day on which document are by CONCOR to R.T.O will be given.

Job Orders must be completed within given free time, failing which a penalty of 5% of the applicable rate for the particular stream will be levied for every day or part thereof beyond the free time specified above subject to a maximum of 25% of the applicable rate. In addition, the RTO will also be liable for the ground rent/detention charges incurred by the containers in the port/ICD and also to compensate CONCOR for such claims as may arise due to late arrival/delivery of containers. Repeated failures may invite action under clause of 'Unsatisfactory Performance' and clause of 'Termination of Contract'.

21.2 There have been some instances where original seals of containers were changed enroute with duplicate seals of same serial numbers, R.T.O. should ensure that

original seals of the containers must remain intact while the containers are in their charge. CONCOR will have a right to recover all losses suffered by it on account of theft/shortages from seal intact containers, where there is an evidence that original seals of containers have been replaced with duplicate seals in the custody of R.T.O.

**21.3 Transit Period:** For all containers except ODCs exceeding 8' overheight/overwidth the R.T.O. shall ensure that the trailers carrying containers to and from Mumbai Area and various destinations cover the journey within the destinationwise transit time given in the table below and the containers are handed over to relevant authorities at destination terminal within the specified time of their leaving the originating terminal excluding the day of loading of containers at originating terminal (referred as). In case of any failure, a penalty of Rs. 500/- (Rs. Five Hundred only) for first three days per container per day or part thereof and Rs.1,000/-(Rs. One Thousand only) per container per day or part thereof thereafter will be imposed after completion of the maximum stipulated time. For ODC containers exceeding 8' OW/OH, the transit time will be specified on case to case basis.

SR.NO.	DESTINATION.	SCHEDULED TRANSIT TIME FOR 20'/40' ODC CONTAINERS (OH/OW/COMBINATIONS UPTO 3 FEET )
1	TUGHLAKHABAD (TKD )	6 DAYS
2	DADRI	6 DAYS
3	SANATHNAGAR (SNF)	5 DAYS
4	MANDIDEEP	8 DAYS

For ODC category OH/OW/Combinations >3 upto 5 Ft, 1 (One) additional day beyond transit time mentioned in the above table (for upto 3 Ft ODCs) will be given. For ODC category OH /OW /Combinations >5 upto 8 Ft, 3 (Three) additional days beyond transit time mentioned in the above table (for upto 3 Ft ODCs ) will be given.

21.4 The R.T.O. shall make arrangements enroute for proper monitoring of movement of trailers as may be required by CONCOR. Information / monitoring of all containers in transit to be supplied on a daily basis.

21.5 The R.T.O. shall exchange the Equipment Interchange Receipt (EIR) each time when handing over / taking over of the container takes place and examine the details given in the receipt. The R.T.O. shall not receive and transport any container whose original seals have been tampered with or whose contents appear to have been damage & pilferage and will always act only on the instructions of the CONCOR in such cases. R.T.O. shall also be responsible for transporting the containers duly stuffed or loaded with seals / locks intact and handed them over at the respective destination with original seals intact.

21.6 The R.T.O. shall exercise due care and take all precautions while transporting containers to avoid any damage or loss to the containers or cargo at any stage. R.T.O. shall be responsible for the safety of containers and cargo while they are in his custody. CONCOR shall be at liberty to invoke the Security Deposit/Bank Guarantee furnished by R.T.O. in terms of para 5 above or bills/any amount due to him, if he fails in his responsibilities in looking after the containers and cargo in his custody.

## 22. JOINT SURVEY

Situations may arise during the course of handling / transportation of containers when a container meets with an accident. The RTO may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of CONCOR / Shipper / Importer / Insurance Company / Shipping Line, etc. for assessment of loss/damage to cargo and / or container. In case the RTO does not provide his own surveyor for the joint survey, the RTO shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the RTO shall be under obligation to issue "Damage Certificate" to the Shipper/Importer, within a reasonable time, enabling the shipper/importer to claim compensation from the Insurance Company, in the format as desired by CONCOR. Settlement of claims of shipper/importer with Insurance Company should not lead to the conclusion on the part of the RTO that his liability is over. The RTO shall be required to settle all claims/liabilities, whatsoever, against CONCOR, which come to CONCOR under all such situations. The RTO may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line to which the container belongs to at the time of accident.

## 23 MINIMUM VEHICLES TO BE PROVIDED FOR TRANSPORTATION:

23.1 Suitable vehicles would be deployed by the RTO, capable of carrying containers of different weights, in accordance with the laws of Central/State Government in force, from time to time. The vehicles may be provided in non-encumbered basis i.e. trailers need not idle in case there is no work. However, the RTO should ensure immediate availability of trailers at all times and execute the job orders within the free time, failing which penalties will be leviable as per clause 21.1. and clause 30.

23.2 All vehicles should be in good fettle. In case of leased vehicles, the tenderer must provide the source and undertaking from the owner for giving his right to use them to the tenderer during the entire contract period. This undertaking would be necessary.

23.3 Equipment utilizing internal combustion engine shall not emit undue /excessive smoke and all of them shall conform to extant pollution control standards under the environment rules and regulations. Vehicles which shall become redundant due to these rules have to be replaced by RTO. The RTO shall ensure that there are no oil spills in CONCOR premises. In the event of oil-spills he shall ensure cleaning at his own cost. All mobile equipment should be with rubber tyres only. PUC certificate for all vehicles to be obtained prior to commencement of contract.

23.4 The RTO shall make his own arrangements for repair / maintenance of all equipment / vehicles deployed by him.

23.5 No compensation shall be admissible to the RTO in respect of the non-use or detention of any vehicles at any point of time during the period of the contract.

23.6 The RTO shall comprehensively insure all the Vehicles against any damage or loss arising during the performance of the work. CONCOR will not be responsible for any loss or damage to the equipment / machinery / vehicles of RTO.

23.7 The traffic for the said contract is likely to grow. Changes are also taking place in the type and size of containers used in international trade. The RTO may be required to increase and / or upgrade / change the vehicles during the period of contract, for which adequate notice will be given. The decision of the Chief General Manager, Western Region, CONCOR, will be final and binding in the matter of deciding the type and capacity of vehicles required and the period of notice for changing / increasing vehicles.

#### 24.0 BRIEF SPECIFICATION OF VEHICLES

24.1 Road trailers for transportation of containers for long distance would be in the form of Tractor-Trailer units each comprising of a prime-mover and Semi-trailers (chassis) fitted with container securing arrangements as stipulated in paragraph below. All trailers deployed for the work must be capable of carrying 20' / 40' containers. The vehicles will have to conform to the requirements, specifications and conditions prescribed in paragraph below:

24.2 Container securing arrangements (bottom corner fittings) on the semi-trailer (chassis) shall be in accordance with the international standard "ISO 3974 : 1988 (E) - Series-1-Freight Containers Handling and Securing" relevant features of which are reproduced below :

*"The chassis shall be fitted with twist-locks which may be either fixed or retractable and, in some cases, adjustable in height. Alternatively, securing cones with pinlock or securing guide with pinlock may be used".*

The vehicles will have to conform to the requirements, specification and conditions as may be laid down by the Government (State or Central) and the local RTO. Length of the chassis shall be suitable for carrying one 20' or 22' container or one 40' container or two 20' containers. The container shall not project beyond the front or rear of the chassis. As and when required, enhancement of length of trailer to 45' will have to be carried-out by the RTO. **Carriage of 40' containers on 35' trailers is prohibited under this contract and a breach of this shall result in a fine of Rs.5000/- for each violation.**

24.3 The vehicles shall have a sound body with proper valid registration, insurance cover and other relevant documents/certificates issued by competent authorities including

interstate permit and pollution control certificate. The vehicles (including semi-trailers) manufactured in the year 2003 or later only shall be used.

**NOTE:** The road vehicles shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, etc. and the transporter shall have to comply with all such requirements as may be necessary in this regard.

24.4 The RTO shall ensure that the vehicles are operated by experienced and qualified operators/drivers as per the requirements of traffic and other authorities as required by law.

24.5 **Vehicles deployed for long lead transportation should have necessary interstate movement permits along with all other necessary clearances as required by laws before commencement of work under the contract.** The RTO shall be responsible for payment of all extra levies or costs related to transportation of containers like toll charges, border-crossing charges, inter-state permit charges, etc. CONCOR shall not make any additional payment on this account under any circumstances.

The vehicles engaged by the RTO shall be painted according to the specifications, design, and colour scheme, if prescribed by CONCOR.

## **25.0 CONDITIONS FOR TRANSPORT OF CONTAINERS.**

25.1 When being transported by road, containers are subjected to forces and vibrations arising from braking, cornering, acceleration, road surface and wind. In order to prevent any movement of the container relative to the carrying vehicle, which might lead to injury to personnel or other damages, the containers shall be supported and secured during transport as under :

- i) The Container shall be supported on the road vehicles on all the four bottom corner fittings only or by the intermediate load transfer areas in the base structure only.
- ii) The Container shall be secured to the road vehicle by all four bottom corner fittings.

### **To ensure safety of handling and transport operations :**

- a) The position of the securing devices (Twist Locks) shall be checked before placing containers on to or removing them from carrying vehicles.
- b) Any intermediate securing devices shall be retracted or removed.
- c) The correct positioning of all securing devices shall be checked before movement of road vehicles.
- d) During transport the securing of the container shall be checked from time to time by the drivers.
- e) Every ODC consignment must have a proper lashing/choking/bracing. RTO shall ensure that no container is accepted for transportation if it has improper lashing/choking/bracing.

**25.2** In case of an accident in transit, or for any other reason, if a container needs to be transshipped on to another vehicle/chassis en route, the transshipment shall be carried-out by the RTO at his cost and risk. The RTO shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. **The RTO shall also be liable for any third party claims and damages including the Customs duties / penalties for short deliveries, if any, occurring due to such mishaps. CONCOR reserves the right to deduct such amounts from any amount payable to the RTO.** The RTO is advised to take appropriate insurance coverage in consultation with CONCOR against these unforeseen events.

**25.3** The vehicles used by the RTO for carrying containers shall not be used for any other purpose while under CONCOR's service particularly for carrying any other cargo inside empty containers, except with the prior written permission of CONCOR. In case of violation of this clause the transport RTO shall be liable to pay a penalty of Rs. 5,000/- (Rupees Five Thousand Only) in each case.

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

25.5 CONCOR shall have the right to change routes and increase or decrease the total mileage from time to time. This will not confer any right on the RTO to claim any extra amount as a result of such change. This may be granted at the discretion of CONCOR.

25.6.1 Notwithstanding anything contained hereinabove, due to reasons beyond the control of CONCOR e.g. riots, violence, calamities, fires, strikes by employees, lockouts, failure of electricity/machinery, non-availability of export cargo/import cargo CONCOR shall have the absolute right to suspend handling and transportation of containers on any day or number of days. In such cases the RTO shall have no right to claim from CONCOR any compensation, damage, loss etc. whatsoever in connection with the suspension of work.

26. In the case of long lead transportation, events like imposition of restrictions on movement by State Government authorities on a particular route or in certain timings or diversion of routes due to civil works, law and order, festivals, etc. shall not form the basis for higher rates. The traffic has to be carried by the diverted route or in the permissible timings at the rates quoted in this tender.

## **27. REPLACEMENT OF VEHICLES**

27.1 The RTO shall ensure immediate replacement of a vehicle due to its being involved in accidents, mishaps, detention and/or impounding by concerned authorities, becoming out of order or road unworthy etc. for transportation of containers. In such eventualities, the RTO shall inform CONCOR in writing without any loss of time.

27.2 In case the RTO fails to promptly substitute vehicles and equipment in good working and presentable condition and **in case alternative arrangements are made by CONCOR for transportation of containers, it will be on the RTO's sole risk and cost**, till suitable replacement is provided by the RTO *or the cycle of activity as initiated under alternative arrangements gets completed, whichever comes later*.

27.3 The decision of CONCOR as to the extent of expenditure incurred and/or loss sustained by CONCOR in this regard shall be final and binding on the RTO. CONCOR shall have the right to recover such expenditure and loss as sustained by it and CONCOR shall recover the same from the security deposit or pending bills of the RTO.

27.4 In case of RTO's vehicle getting damaged whether by way of accident or due to any other reason whatsoever, it shall be the RTO's responsibility to get the same repaired at RTO's own cost and expenses, and CONCOR shall not be liable either for the expenditure incurred by the transporter on the repairs and/or on replacement of spare-parts of such vehicles/handling equipment or in any other manner whatsoever.

27.5 Before commencement of work on any working day the RTO shall notify CONCOR about the condition of and vehicles in the format specified by CONCOR.

27.6 Any claim arising out of the contract on account of the vehicles or employees deployed by the RTO will be to the account of the RTO and the RTO shall indemnify CONCOR against any such claims.

## **28.0 SAFETY**

28.1 It shall be the duty of the RTO to acquaint himself with all safety regulations regarding handling of all types of containers, transportation of all types of containers, handling of all types of cargo and stuffing/de-stuffing of containers. The RTO shall follow the safety requirements mentioned in this Chapter and as applicable by laws, rules and regulations all the time during the period of contract.

28.2 The RTO shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

28.3 No unauthorized person should be allowed to work on the Trailers etc. The drivers should have valid driving license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

29.1 The RTO shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to CONCOR and / or to rolling stock or other property belonging to the Railways ( while operating in the premises of CONCOR), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending

bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of this party with CONCOR for any other place / location.

29.2 CONCOR will not be liable to pay any compensation to the staff / labour of the RTO for the injuries / death while performing duty. In case CONCOR is to incur any liability, the same will be recovered from the RTO.

### **30.0 UNSATISFACTORY PERFORMANCE**

30.1 Various sub-paras under para 9 to 29 define the parameters of acceptable levels of service expected to be rendered by RT.O. and the penalties / fines associated with late compliance of orders and failure of RT.O. to maintain these levels would tantamount to unsatisfactory performance. Further, depending on operational and commercial requirements, CONCOR shall be free to determine from time to time, the additional levels of satisfactory performance for various activities, which will be required to be carried out as fulfillment of this contract.

**30.2** The RTO shall at all times ensure that his performance is satisfactory, **failing which CONCOR shall be at liberty to get the affected work done through any other agency, at the risk and cost of the RTO.**

30.3 Over and above the charges recoverable from the RTO as described **above, the RTO shall be liable to be fined upto Rs. 5,000/- (Rupees five thousand only)** in each case at the sole discretion of the official, in charge of the terminal, for unsatisfactory service or any lapses *in execution of work specified in Chapter IV on Scope of Work*, misconduct on the part of their employees, servants or workmen in day to day operations and such fines will be recoverable from the monthly bills of the RTO. ***The specific lapse for which the fine is levied shall be intimated to the TO in writing before recovery of the fine. However, the TO can submit an appeal to the next higher authority within 30 days of levy of penalty.***

30.4 In the event of RTO's employees/loaders/drivers/operators etc. going on strike which would include what is understood as a sit-in strike or if there is suspension or delay of work due to non-availability of staff or equipment or trailers or any other cause, or if the progress of the work is affected due to shortage/inadequate provision of staff or any other cause or failure on the part of the RTO to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to recover penalties and fines mentioned above and also to carry on the work under this agreement through any other agency or by engaging vehicles and staff directly for the work and all expenses incurred / *liabilities earned* on this account shall be at the sole risk and responsibility of the RTO and shall be recovered from any money due to him or from his security deposit referred to above in para 5 or in the clause "Security Deposit".

### **31.0 TERMINATION OF THE CONTRACT**

31.1 In the event of *repeated instances of* unsatisfactory service or any failure at any time on the part of the RTO 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 also be open to CONCOR to terminate this contract by giving not less than 7 days notice in writing to that effect and if the RTO, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part.

31.2 In the event of such termination of the contract, CONCOR shall be entitled to:

- (i) forfeit the security deposit as it may consider fit;
- (ii) get the balance/*remaining* work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new RTO; and
- (iii) recover from the RTO any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

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

31.4 Notwithstanding anything above, CONCOR reserves the right to terminate the contract by giving not less than 30 days notice, without assigning any reasons for the termination of contract.

31.5 The certificate of the CONCOR Official, Incharge of the Terminal as to the sum payable to the RTO, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the RTO.

## 32.0 PAYMENTS

32.1 Subject to any deductions, which CONCOR will be authorised to make under the terms and conditions of this contract, the transport RTO shall be entitled for payment at rates finally accepted by CONCOR. The procedure of billing and payments will be as follows:

**32.2 CONCOR will issue Job Orders for carrying out container transport operations. The RTO, immediately after completion of the work as per cycles defined in SOR, should report the compliance of the Job Order in writing along with 'proof of delivery' (POD) to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the fortnightly / monthly transportation bills for the work done in the previous fortnight. Bills will not be entertained without the Work Done Statement.**

32.3 The RTO shall prepare and submit fortnightly / *monthly* bills in prescribed forms based on the quantum of work handled during the previous fortnight / *month* to the Terminal Incharge. *The format in which the bills should be prepared by the RTO*

*shall be in tune with the format in which CONCOR's reports are prepared. This will help to check the bills faster.* Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / fines / recoveries due, **including TDS and/or any other levies at the prescribed rates**. The aforesaid payment of the bill will ordinarily be made within *10 (ten) days* of submission. An occasional or inadvertent delay, however, shall neither entitle the RTO to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.

32.4 Payment shall be made through cheques or ECS in favour of the successful tenderer. The successful tenderer undertaking the work shall intimate CONCOR the name of the person or organisation in whose favour the cheque/ECS for amounts due to him should be drawn.

32.5 CONCOR will have the right to recover any over payment which might have been made to the RTO by CONCOR through inadvertence, error, etc., or any cause, whatsoever from handling / *transportation* bills and from the security deposit or any other amounts due to him. In the event of any such recoveries / adjustments being made from the security deposit, the RTO shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

32.6 ***Service Tax as applicable will be reimbursed to the RTO on submission of detailed workings. The RTO after payment of the Service Tax to the concerned authorities shall submit the Challan to the Terminal on a month to month basis.***

32.7 The RTO shall submit the bills to CONCOR originating depot with following documents to process the bills for payments.

- a) Original Bill
- b) Original copy of Job Order issued by CONCOR – CONCOR will not entertain the photo copy or fax copy of job order for release of payments.
- c) Original copy of PoD should be accompanied along with the original copy of EIR. The copy of EIR will clearly mention the condition of the container and seal at the time of receipt.
- d) The RTO shall also collect the transporter's IWB copy from CONCOR Office and attach with the bill for payment.

### **33.0 TIME LIMIT FOR SUBMISSION OF BILLS**

33.1 The RTO shall make a claim for the services rendered under this contract to CONCOR within four(4) months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof, ***unless there are any extraordinary reasons for the delay.***

33.2 No claim in respect of under payment to the RTO shall be considered valid or entertained unless a claim in writing is made thereof within four(4) months from the date on which payment of the original claim thereto was made. Any claim for such under

payment, not received within the stipulated four month period, shall be liable to be summarily rejected by CONCOR.

33.3 However, in case of any specific issue over which the RTO had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of **the CGM, Western Region**, notwithstanding what has been laid down in Para 33.1 above. The decision of **the Chief General Manager, Western Region**, shall be final and binding on the RTO.

#### 34.0 DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

34.1 Deduction of income tax, or any other statutory levy at source will be made from the monies payable to the RTO on the bills for the work done in accordance with the provisions of the individual acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the RTO.

#### 35.0 PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

35.1 The RTO shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The RTO shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations / *in terms of Clause 35.2*

35.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below :

i)As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the RTO.

iii)If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the RTO.

iv)The decision of the Chief General Manager, Western Region, CONCOR with respect to the rates for extra/ substituted items of work will be final and binding.

#### 36.0 ILLEGAL GRATIFICATION

36.1 Any bribe, commission, gift or advantage taken or promised to the taken by or on behalf of the RTO or his partner or agent or servant or any one of his authorised representative from the users of the ICD shall, in addition to any criminal liability that the RTO may incur, entitle CONCOR to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by CONCOR *including levying of fines as per clause , i.e. Unsatisfactory Performance.*

36.2 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the RTO or his partner or agent or servant or any one of his authorised 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 liability that the RTO may incur, entitle CONCOR to rescind this contract and all other contracts with him.

36.3 The RTO shall not lend to or borrow from or have or enter into any monetary dealing or transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith to rescind the contract and all other contracts with CONCOR, *apart from the fines as per clause 21: Unsatisfactory Performance.*

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

36.5 Any question or dispute as to the commission of any offences or compensation payable to CONCOR under these clauses shall be settled by the Chief General Manager, Western Region, in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

### **37.0 PROHIBITION AGAINST TAKING WORK FROM CONCOR/ GOVERNMENT SERVANTS**

37.1 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 *transport and/or handling* RTO of CONCOR. The RTO shall under no circumstances employ any such person in the employment of CONCOR for the purpose of carrying out this contract and 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 *handling and/or transportation* RTO himself or any of his employees is found to be a person to whom this applies and who had not obtained necessary permission of CONCOR.

### **38.0 ARBITRATION**

38.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Chief General Manager, Western Region, CONCOR, and if Chief General Manager, Western Region, CONCOR is unable or unwilling to act, to the sole arbitration of any such person appointed by the Chief General Manager, Western

Region, CONCOR, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR.

38.2 If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the Chief General Manager, Western Region, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

38.3.1 Subject as aforesaid, the provisions of the Arbitration *and Conciliation* Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

38.3.2 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may from time to time, with consent of the parties, enlarge the time for making and publishing the award.

38.3.3 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the RTO shall be withheld on account of such proceedings.

38.3.4 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.

38.3.5 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

38.4 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

38.5 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

38.6 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

### **39.0 NOTICE ETC.**

39.1 Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Managing Director, CONCOR, shall be issued or taken on his behalf by the official, in charge of the ICD. The RTO shall furnish to CONCOR the name(s), designation(s) and address(s) of his authorised representative and all complaints, notices communication and references shall be deemed to have been duly served to the RTO if delivered to him or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on

which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

#### **40.0 RELATIONSHIP WITH THIRD PARTIES**

40.1 All transactions between the RTO(s) and third parties, who are in no way connected with transportation of containers / cargo from and to the Mumbai Port/J.N.Port/D'Node Area and Various destinations, shall be carried out as between two principals without reference in any event to CONCOR. The RTO(s) shall also undertake to make the third parties fully aware of the aforesaid position.

#### **41.0 RATE REVISION CLAUSE**

41.1 The contract prices shall remain firm throughout the contract period except for variation in diesel (HSD) prices. CONCOR will increase or decrease the rates at six monthly frequency @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any govt. notification etc. duly supported by documentary evidence.

41.2 First rate revision would be done only after 6 months of commencement of contract, w.e.f. 1<sup>st</sup> of the month following completion of 6 months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of two (2) years on, say, 16<sup>th</sup> April 2009, there will be three rate revisions due during two (2) years period. 1<sup>st</sup> rate revision would be due w.e.f. 1<sup>st</sup> Nov, 2009, 2<sup>nd</sup> w.e.f. 1<sup>st</sup> May 2010 and 3<sup>rd</sup> w.e.f. 1<sup>st</sup> Nov, 2010.

The rate revision would be regulated by the following formula :

For 1<sup>st</sup> rate revision

$$\% \text{ increase in contract rates} = (P1 - PB) / PB \times 100 \times 30/100$$

where

- P1 = HSD price on 1<sup>st</sup> of the month following completion of initial six months of contract (as applicable in city of contract) ; and
- PB = Base HSD price on the last date of submission of tender (in the city of contract).

For subsequent six monthly rate revisions

$$\% \text{ increase in contract rates} = (PE - PB) / PB \times 100 \times 30/100$$

where

- PE = HSD price on due date of next escalation (as applicable in city of contract) ; and
- PB = Base HSD price on date of previous escalation (in the city of contract)

41.3 The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case CONCOR management decides to extend the original contract period by one year, CONCOR may negotiate the prices with the TO depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. TO will

have the right to exit for the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period.

In such an event, the TO will, however, have to work at the same rates for another 4 months, beyond the initial contract period, to enable CONCOR finalise alternative arrangements. *In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16 April 2011 and the reference base price of HSD (PB) for further extended period shall be 16.4.2011 and relevant contract rates shall be negotiated rates arrived at for extended period.*

**Illustration:**

Suppose the HSD price on the date of submission of the tender mentioned in Para 2 above was Rs.22.20 per litre and it is Rs.25.20 per litre on 1<sup>st</sup> November, 2009. According to the formula, %age increase in contract rates will be as under:

For 1<sup>st</sup> rate revision (on 1.11.2009)

$$= (P1 - PB) / PB \times 100 \times 30/100$$

= 4.05% i.e. an increase of 4.05% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

For second six monthly rate revision on 1<sup>st</sup> May, 2010,

let the HSD price as on 1.5.2010 be Rs.22.12 per litre. Then, in this case:

$$= (PE - PB) / PB \times 100 \times 30 / 100$$

$$= (22.12 - 25.20) / 25.20 \times 100 \times 30/100$$

= -3.67% i.e. a decrease of -3.67% over the rate accepted during the previous revision.

**42.0 TERMINATION OF AGREEMENT IN CASE THE RTO BECOMES INSOLVENT OR IS CONVICTED IN COURT OF LAW**

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

**43.0 DEATH OF RTO**

43.1 No alteration by death, resignation, addition or otherwise for or to the RTO or the partners constituting the RTO's firm shall vitiate or affect this contract but the RTO's heir or heirs 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.

**44.0 VERBAL OR WRITTEN UNDETAKING NOT BINDING UNLESS FORMALISED**

44.1 Except as otherwise provided, a verbal or written arrangement, varying or supplementing this contract or any of the terms hereof shall not be binding on CONCOR unless and until the same are endorsed or incorporated in a formal instrument *or agreement*.

**45.0 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONCOR PROPERTY AND OTHER RAILWAY PROPERTY**

45.1 The RTO shall be liable to compensate CONCOR for all damages, losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to CONCOR and/or to rolling stock or other property belonging to the Railways whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

**46.0 SUBLETTING NOT ALLOWED**

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

**47.0 GENERAL**

47.1 Any clarification in regard to the intent or interpretation of any of the provisions of these terms and conditions shall be sought from the Chief General Manager, Western Region, CONCOR, whose decision in the matter shall be final and binding on the RTO. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Chief General Manager, Western Region, CONCOR, whose decision will be final and binding on the RTO.

Chief General Manager  
Container Corporation of India Limited

ALL THE TERMS AND CONDITIONS LISTED FROM PARA 1 TO 47 ALONGWITH THEIR SUB PARAS IN THIS CHAPTER, AND IN THE OTHER CHAPTERS AND ANNEXURES OF THIS TENDER DOCUMENT IN TERMS OF PARA 1 OF THIS CHAPTER, HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.  
SIGNATURE OF TENDERER.....

NAME \_\_\_\_\_ DESIGNATION \_\_\_\_\_

FOR AND ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ PIN CODE \_\_\_\_\_

TELEPHONE NOS. \_\_\_\_\_

FAX/TELEX NOS. \_\_\_\_\_

SIGNATURE OF TENDERER

**ANNEXURE-I**

**LETTER OF SUBMISSION OF TENDERS**

To  
The Chief General Manager,  
Container Corporation of India Ltd.,  
5th Floor, New Administrative Building  
Central Railway, D.N.Road  
MUMBAI-400 001

Dear Sir,

**Sub: Tender for contract for working as Road Transport Operator for transportation of containers at CONCOR JNPT Terminal, of Mumbai/Mumbai Port/J.N. Port Area/D'node Area and Various destinations for a period of 2 years.**

1. Subject to the instructions and conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for working as Transport RTO for CONCOR's JNPT, Terminal, at the rates specified by me / us in the prescribed form of 'Schedule of Rates' enclosed in 'Financial Bid' part of the tender. I/We hereby certify that I/we have examined and am / are familiar with all the provisions of this tender document and agree to abide by all the terms and conditions laid therein.
  
2. The following certificates / documents are enclosed :  
Detailed list indicating documents / statements submitted as part of **Pre-Qualification Bid**.
  - a. Letter of Submission of Tender .
  
  - b. Detailed list indicating documents / statements submitted as part of the bid.
  
  - c. Crossed Demand Draft of **Rs.1,69,000/- (Rupees One Lakh Sixty Nine Thousand Only )** towards Earnest Money Deposit.
  
  - d. Experience Certificates for prescribed volumes and years, in **original** *[for existing RTOs of CONCOR photocopies will do]*.
  
  - e. Documents indicating ongoing contracts in hand, if any.
  
  - f. Documents regarding financial standing of the firm/company.
  
  - g. Documents regarding constitution of the firm/company.
  
  - h. Power of Attorney, if required.

- i. Photocopy of the latest Income Tax Return
  - j. This tender document with all pages intact ; duly embossed (with official seal ) & signed by the tenderer or any such person as is legally authorised to sign for and on his behalf ( **excluding the duly filled in / complete Schedule of Rates at Annexure IV, which should be detached and submitted under 'Financial Bid'**  ).
3. A sum of **Rs.1,69,000/- (Rupees One Lakh Sixty Nine Thousand Only)** is forwarded herewith as earnest money in the form of demand draft No. \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of "Container Corporation of India Ltd.," payable at Mumbai
  4. I/We agree to keep this tender open for a period 120 (One hundred twenty) days from the date fixed for opening the same which can not be withdrawn from the said period of 120 (One hundred twenty) days or until a contract for the said work is fully executed, with a third party whichever is earlier.
  5. **"The Schedule of Rates"** duly filled and signed is enclosed in a separate sealed envelope superscribed as **"Financial Bid"**. It is understood that the **"Financial Bid"** will be opened on a subsequent date only if my / our **"Pre-qualification Bid"** is found suitable / accepted by CONCOR.
  6. I/We do hereby declare that the entries made in the tender document and the annexures / appendices attached therein are true.

Yours faithfully,

SIGNATURE OF TENDERER

1 \_\_\_\_\_  
2 \_\_\_\_\_

SIGNATURE OF THE WITNESSES

1 \_\_\_\_\_  
2 \_\_\_\_\_

TENDERER'S ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
\_\_\_\_\_  
2 \_\_\_\_\_

TELEGRAPHIC ADDRESS : \_\_\_\_\_

TELEPHONE NUMBERS : \_\_\_\_\_

**ANNEXURE-II**

**CONTAINER CORPORATION OF INDIA LIMITED  
(A GOVT. OF INDIA UNDERTAKING)**

**AGREEMENT FOR ACTING AS TRANSPORT RTO FOR CONTAINER CORPORATION OF INDIA LTD. AT MUMBAI PORT/J.N.PORT/ D'NODE TERMINAL.**

Contract Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_

An agreement made this \_\_\_\_\_ date \_\_\_\_\_ Two Thousand Nine between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, Western Region (hereinafter called CONCOR) on the one part and \_\_\_\_\_ and carrying on business at \_\_\_\_\_ under the name of \_\_\_\_\_ (hereinafter called R.T.O. which expression shall be deemed to include his / their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of performing the work of transporting and carriage of ODC containers between Mumbai/Mumbai Port/J.N.Port/D'NODE Area and various destinations at the rates and under the conditions specified in the tender document and its annexures.

Whereas R.T.O. has agreed with the CONCOR to perform all the operations set forth in the tender document and its annexures hereto annexed upon the terms and conditions governing contract, annexed.

In consideration of the payment to be made by CONCOR, R.T.O. shall duly perform the said operations in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carryout the work in accordance with the terms and conditions of contract with effect from \_\_\_\_\_ day of \_\_\_\_\_ upto \_\_\_\_\_ day of \_\_\_\_\_ and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if R.T.O. observe and honour the said terms and conditions of the contract, CONCOR will pay or caused to be paid to R.T.O. for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp duty on this account shall be borne by CONCOR. In witness whereof the said parties have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
RTO

\_\_\_\_\_  
CHIEF GENERAL MANAGER  
FOR AND ON BEHALF OF THE  
CONTAINER CORPORATION OF INDIA LTD.

**WITNESSES**

- 1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES**

- 1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

**ANNEXURE-III**

**CONTAINER CORPORATION OF INDIA LTD.,**  
**(A GOVT. OF INDIA UNDERTAKING)**

**BANK GUARANTEE BOND**

1. In consideration of Container Corporation of India Ltd., acting through the Managing Director, having its registered office at CONCOR Bhavan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076, having agreed to permit M/s. \_\_\_\_\_ (hereinafter called the said R.T.O.) to load / unload and transport containers between Mumbai/Mumbai Port/J.N.Port/D'NODE Area and various destinations on its behalf as custodians of the ODC containers on the terms and conditions of the agreement for/on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of R.T.O. to carry containers / cargo safely in contravention of the terms and conditions in the said agreement.
  
2. We \_\_\_\_\_ Bank, do hereby undertake the promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Managing Director, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Transport RTO to perform the said operations safely without damaging cargo / containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount exceeding Rs. ....  
(Rupees \_\_\_\_\_ only).
  
- 3.1 We \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
  
- 3.2 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the date of the expiry of the contract (whichever is earlier) and no claim shall

be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of aforesaid.

- 3.3 Provided that we \_\_\_\_\_ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 4 (four) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand we \_\_\_\_\_ Bank shall pay the Container Corporation of India Ltd. The full amount of the guarantee on demand and without demur.
4. We \_\_\_\_\_ Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said handling and transport contract from time to time or to postpone for any time or from time to time any of the powers excisable by the Container Corporation of India Ltd., against the said handling and transport RTO and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said transport RTO or for any bearance, Act or Commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
- 5) This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
- 6) We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

SIGNATURE OF THE TENDERER

**ANNEXURE IV  
SCHEDULE OF RATES-**

Note:- The RTO shall quote rates inclusive of all toll charges and levies. No additional payment for any new charges/levies will be made during the duration of the contract. Uniform rates shall be quoted for all destination ICDs for transportation from destination ICD to factory.

**Rates for road transportation of 20' ODC containers for Base weight i.e. >12 upto 19 MT Gross from Mumbai/Mumbai Port/JNPort/D'Node Area to ICD TUGHLAKHABAD (TKD)**

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

**SCHEDULE OF RATES**

**Rates for road transportation of 40' ODC containers for Base weight i.e. upto 18 MT Gross from Mumbai/Mumbai Port/JNPort/D'Node Area to ICD TUGHLAKHABAD (TKD)**

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

<b>ODC Category</b>	<b>Rate in Figures</b>	<b>Rate in Words</b>	<b>Rate for transportat ion from Destinat ion ICD to factory within 30 km (In Figures)</b>	<b>Rate for transportat ion from Destinat ion ICD to factory within 30 km (In words)</b>	<b>Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)</b>	<b>Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)</b>
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

**SCHEDULE OF RATES**

Rates for road transportation of 20' ODC containers for Base weight i.e. >12 upto 19 MT Gross from  
Mumbai/Mumbai Port/JNPort/D'Node Area to ICD DADRI

ODC Category	Rate in Figures	Rate in Words	Rate for transportat ion from Destinatio n ICD to factory within 30 km (In Figures)	Rate for transportat ion from Destinatio n ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

<b>ODC Category</b>	<b>Rate in Figures</b>	<b>Rate in Words</b>	<b>Rate for transportat ion from Destinat ion ICD to factory within 30 km (In Figures)</b>	<b>Rate for transportat ion from Destinat ion ICD to factory within 30 km (In words)</b>	<b>Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)</b>	<b>Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)</b>
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

**SCHEDULE OF RATES**

Rates for road transportation of 40' ODC containers for Base weight i.e. upto 18 MT Gross from Mumbai/Mumbai Port/JNPort/D'Node Area to ICD DADRI

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

<b>ODC Category</b>	<b>Rate in Figures</b>	<b>Rate in Words</b>	<b>Rate for transportat ion from Destinat ion ICD to factory within 30 km (In Figures)</b>	<b>Rate for transportat ion from Destinat ion ICD to factory within 30 km (In words)</b>	<b>Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)</b>	<b>Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)</b>
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

SCHEDULE OF RATES

Rates for road transportation of 20' ODC containers for Base weight i.e. >12 upto 19 MT Gross from  
Mumbai/Mumbai Port/JNPort/D'Node Area to ICD SANATHNAGAR (SNF)

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

**SCHEDULE OF RATES**

**Rates for road transportation of 40' ODC containers for Base weight i.e. upto 18 MT Gross from Mumbai/Mumbai Port/JNPort/D'Node Area to ICD SANATHNAGAR (SNF)**

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

ODC Category	Rate in Figures	Rate in Words	Rate for transportat ion from Destinat ion ICD to factory within 30 km (In Figures)	Rate for transportat ion from Destinat ion ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

**SCHEDULE OF RATES**

**Rates for road transportation of 20' ODC containers for Base weight i.e. >12 upto 19 MT Gross from Mumbai/Mumbai Port/JNPort/D'Node Area to ICD MANDIDEEP (MCT)**

ODC Category	Rate in Figures	Rate in Words	Rate for transportat ion from Destinatio n ICD to factory within 30 km (In Figures)	Rate for transportat ion from Destinatio n ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

**SCHEDULE OF RATES**

Rates for road transportation of 40' ODC containers for Base weight i.e. upto 18 MT Gross from Mumbai/Mumbai Port/JNPort/D'Node Area to ICD MANDIDEEP (MCT)

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>Overheight</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Overheight and Overwidth</b>						
<b>A.Overheight upto 1 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>B.Overheight &gt;1 and upto 3 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						

ODC Category	Rate in Figures	Rate in Words	Rate for transportation from Destination ICD to factory within 30 km (In Figures)	Rate for transportation from Destination ICD to factory within 30 km (In words)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (In figures)	Rate for transportation from Destination ICD to factory for every additional block of 10 kms or part thereof beyond initial slab of 30 km (in words)
<b>C.Overheight &gt;3 and upto 5 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>D.Overheight &gt;5 and upto 8 Ft and Overwidth</b>						
upto 1 Ft						
>1 Ft upto 3 Ft						
>3 Ft upto 5 Ft						
>5 Ft upto 8 Ft						
<b>Rate for every additional ton or part thereof beyond 30 MT Gross</b>						

## ANNEXURE V

### **EXPERIENCE CERTIFICATE**

(on company's letter head)

This is to certify that M/s \_\_\_\_\_  
have worked as our transport RTO for the work of transporting ISO containers.  
Their performance has been very satisfactorily upto our expectations. The details  
of containers transported by them during previous \_\_\_\_\_ years has been as  
under:

Road Transportation of ISO / DSO containers

S.No .	Year	No. of containers (in TEUs)	Place of work
1.			
2.			
3.			
4.			
5.			

(Authorised signatory)

Name \_\_\_\_\_  
& Designation \_\_\_\_\_

Seal of company

**ANNEXURE VI**

**UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER DOCUMENT FROM CONCOR'S WEBSITE ON THE LETTER HEAD OF THE BIDDER.**

To:  
**Chief General Manager**  
**Western Region**  
**Container Corporation of India Ltd.**

I/We..... the authorized signatory of the.  
.....(Name of  
Company/Firm/Association) certify that no addition/modification/alteration has been  
made in the original document down loaded from COCOR website  
www.concorindia.com. If at any stage, alteration/modification is noticed in the Original  
Document, I/We will abide by terms and conditions contained in the original tender  
document, failing which CONCOR reserves the right to reject the tender and / or cancel  
the contract.

Signature and Seal of the authorized signatory.