

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 providing survey services at ICD Pithampur, Rail Head/Proposed ICD Ratlam, ICD Chinchwad, Mumbai Port, DCT Turbhe, CFS Mulund East, Chanderia (CNA) and Shambhupura (SMP) and Mangliyagaon						
CON/WR/PTM/SURVEY/06/09	Rs.1,040/- (Rs.1,000+ 4% VAT)	Rs.18.82 Lakhs approx.	Rs.38,000/- (Rupees Thirty Eight Thousand Only)	15/06/09 to 06/07/09	07/07/09 upto 15:00 Hrs.	07/07/09 at 15:30 Hrs.
Tender form can also be downloaded from our website www.concorindia.com or for more details please contact: O/o The Chief General Manager, 5 th 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

“PROVIDING SURVEY SERVICES”

AT

**INLAND CONTAINER DEPOT, PITHAMPUR
(INDORE)& RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD (PUNE),
MUMBAI PORT, DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA
(SMP),CHANDERIA (CNA) AND MANGLIYAGAON**

2009

**TENDER FOR CONTRACT FOR PROVIDING SURVEY SERVICES AT ICD
PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD
CHINCHWAD(PUNE), MUMBAI PORT, DCT TURBHE (MUMBAI), CFS MULUND
(EAST), SHAMBHUPURA (SMP),CHANDERIA (CNA) AND MANGLIYAGAON**

- 1) SERIAL NUMBER ASSIGNED TO
THE TENDER FORM : _____
- 2) DATE OF SALE/ISSUE : _____
- 3) NAME OF THE APPLICANT
TO WHOM ISSUED : _____
- 4) FULL ADDRESS OF THE
APPLICANT/CONTRACTORS : _____

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

NAME :

DESIGNATION :

**THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED
BY 15:00 HRS ON 07.07.2009 AT THE OFFICE OF THE CHIEF GENERAL MANAGER,
CONTAINER CORPORATION OF INDIA LIMITED, 5TH FLOOR,CENTRAL
RAILWAY, NEW ADMN. BUILDING, OPP.TIMES OF INDIA, D.N.ROAD, MUMBAI
C.S.T. -400 001. TENDERS CONTAINING PRE QUALIFICATION BIDS WILL BE
OPENED AT 15:30 HRS ON 07.07.2009 AT THE ABOVE ADDRESS.**

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THIS TENDER DOCUMENT CONSISTS OF 48 PAGES. THE TENDERER IS REQUESTED TO CHECK AND ENSURE THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME. THIS TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES. ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY THE TENDERER AND EMBOSSED WITH THE OFFICIAL SEAL OF THE TENDERER BEFORE SUBMISSION.

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.

CHAPTER - I

TENDER LETTER

Dear Sir,

The complete set of tender papers for the contract for Survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD CHINCHWAD(PUNE), MUMBAI PORT, DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA (SMP),CHANDERIA (CNA) AND MANGLIYAGAON is enclosed. Please note that this set of tender document including annexures is not transferable under any circumstances.

Your offer, duly sealed in a cover as described below, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd. 5th floor, New Administrative Building, D.N.Road, Mumbai CST -400 001 on or before 15:00 hours on **07.07.2009**.

Please note that the tenders containing technical/pre-qualification bid will be opened on the due date and time as notified. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above. You are requested to be present or send your duly authorised representative at the time when the tenders are opened. Financial bids of only successful tenderers will be considered.

Your offer should be submitted in a sealed envelope duly superscribed "Tender for providing survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD CHINCHWAD (PUNE), MUMBAI PORT, DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA (SMP),CHANDERIA (CNA) AND MANGLIYAGAON." This envelope should contain two sealed covers 'A'- Subscribed as "Technical Bid ", and Cover 'B' subscribed as "Financial bid ". Please ensure that all the documents required for the tender are submitted with this tender document complete in all respects. The tenderer should countersign each page, except the demand drafts.

Please ensure that each page of the **Schedule of Rates** is signed by you or your authorized representative before submitting it. CONCOR reserves the right to accept or reject any or all the tenders/bids in part or in full without assigning any reasons.

CONCOR reserves the right to

- a) Accept or reject any or all the **Pre-Qualification Bids** in part or in full without assigning any reasons.
- b) Accept or reject any or all the **Financial Bids** in part or in full irrespective of their being the lowest without assigning any reasons.
- c) 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.
- d) Extend the date of submission of the tender.
- e) Bypass a Tenderer who may be in the same line of business and competing with CONCOR.
- f) 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.

g) 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 International Traffic as per ISO standards, or containers used for Domestic Traffic or containers built to Indian Railway Standards. You are requested to acquaint yourself with the various types and sizes of containers used in international and domestic traffic.

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 are requested to ensure that the tender documents are submitted after full consideration and understanding of the work envisaged by this Survey Contract.

Thanking you,

For Container Corporation of India Ltd.

**CHIEF GENERAL MANAGER
WESTERN REGION**

CHAPTER II

INSTRUCTIONS TO THE TENDERER

1. PREAMBLE:

Container Corporation of India Ltd. (hereinafter referred to as CONCOR) is engaged in providing logistics to import and export trade. CONCOR operates a large network of ICDs, CFSs ect. all over the country. CONCOR also undertakes rail and road transportation of containers. CONCOR is having its Inland Container Depot at Pithampur, Rail Head/Proposed ICD at Ratlam, ICD Chinchwad and Rail Container Depot at Mumbai Port and Domestic Container Terminal at Turbhe, Container Freight Station (CFS) at Mulund(East) and Shambhupura (SMP), Chanderia (CNA) and Mangliyagaon. The successful tenderer (hereinafter referred to as Surveyor) is required to provide services for surveying containers at these terminals.

1.1. DESCRIPTION OF WORK BEING CARRIED OUT AT CONCORs TERMINALS:

CONCOR deals with import/export and domestic clearance and rail/road transfer of empty & loaded containers. The import containers are received at the terminal either by road or by rail. The export containers are dispatched by rail/road. Export containers are stuffed either at CONCOR terminal or in the factories. Empty containers are received for either parking by rail/road or for sending to other destinations.

2. SCOPE OF WORK

The scope of work is later described in greater detail in the chapter Scope of Work. Briefly the scope of work will include:

- Gate Survey.
- External/Internal Survey.
- Detailed Survey.
- Cargo Survey

Preparation and submission of various reports relating to container survey.

The tenderer should note that the scope and the quantum of work indicated in the tender document are given only as a guide and the quantum of work is subject to variation or adjustment depending upon the actual requirements at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI), Container Freight Station (CFS) at Mulund(East), Shambhupura (SMP) Chanderia (CNA) and Mangliyagaon. Any variations, additions and/or deletions in the items of work actually to be carried out, shall not form the basis of any claim against CONCOR or of any claim for compensation on this account. CONCOR also reserves the right to get fresh quotations for any additional category of work.

3. PERIOD OF CONTRACT

3.1 At the initial stage, the contract shall be awarded for a minimum 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 and terms and conditions.

There shall be no intermediate change in the rates during the initial or extended period of contract.

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

4 .TENDER DOCUMENTS

4.1 The tenderer should enclose such documents and certificates (in the name of the same entity/firm/company in which he is applying for this contract) that will enable CONCOR to decide his credibility and suitability for the survey work The tender documents shall consist of all such documents and this tender document duly completed and countersigned by the tenderer.

4.2 The tender documents must be submitted in the manner prescribed in the tender letter, subsequent chapters of the tender document and as indicated further below, failing which the tender is liable to be rejected.

4.3 The tenderer should ensure that all the necessary documents are submitted in original and countersigned by him or his authorized representative.

4.4 The following documents must be submitted by the tenderer:

- A. Detailed list of documents indicating documents/statements submitted by the tenderer.
- B. Crossed demand draft of Rs. 38,000/- (Rs. Thirty Eight Thousand only) towards earnest money.
- C. License to act as surveyor/loss assessor under the Insurance Act, 1938, issued in the name of the entity/firm/company submitting the tender.
- D. Valid IICL certificates for supervisors proposed to be deployed at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI),CFS MULUND (EAST), SHAMBHUPURA (SMP), CHANDERIA (CNA) AND MANGLIYAGAON.
- E. Experience certificates for the prescribed volumes and years, in original /copies duly attested by Gazetted Officers (For existing contractors of CONCOR photocopies will do.)
- F. Documents indicating ongoing contracts in hand, if any.
- G. Documents regarding financial standing of the firm/company including solvency certificate.
- H. Documents regarding constitution of the firm/company.
- I. Power of Attorney (if required).
- J. Photocopy of latest income tax return filed in the name of the company/firm which is applying for the contract.
- K. Copy of PF and ESIC registration.
- L. This tender document, with all pages intact; duly embossed (with official seal) & signed by the tenderer or any such person as is legally authorized 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.”

5 EARNEST MONEY

5.1 The tenderer shall deposit a sum of Rs.38,000/- (Rupees Thirty Eight Thousand only) as earnest money. The earnest money shall be deposited along with the tender documents

by crossed Demand Draft drawn 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.

- 5.2 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.
- 5.3 It shall be understood that the tender documents have 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. In the event of negotiations, the tenderer shall not quote rates higher than those quoted by him in the original **Schedule of Rates**.
- 5.4 The earnest money mentioned in paragraph 5.1 shall be forfeited to CONCOR if the tenderer fails to observe or comply with the stipulation in paragraph 5.3 above or fails to execute the agreement stipulated in paragraph 16 below or refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit or Bank Guarantee.
- 5.5 No interest shall be allowed on the earnest money deposited and on the security deposit as referred to under paragraphs below.
- 5.6 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in paragraph 3 of chapter on **Terms and Conditions Governing the Contract** below, subject to the conditions stipulated in paragraphs 5.3 and 5.4 above. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalized.

6 BONAFIDE OFFERS

- 6.1 The tenderer should be a bonafide Surveyor with required experience and should be of sound financial standing.
- 6.2 The tenderer should possess license to act as surveyor/loss assessor under the Insurance Act, 1938. The license must be issued in the name of the entity/firm/company submitting the tender.
- 6.3 The tenderer should have adequate number of technically and professionally qualified personnel to manage the survey work efficiently. The successful tenderer will be required to deploy at least one supervisor in each shift, who has a valid IICL certificate. *The tenderer must submit the list of supervisors (with their valid IICL certificates) whom he proposes to deploy at the various CONCOR terminal under the contract..*
- 6.4 The tenderer must have prior experience of minimum three years of satisfactorily surveying ISO containers at an ICD or CFS or Port to the extent of at least 10,000 TEUs p.a for two years out of three preceding years i.e. 2006/07, 2007/08 and 2008/09 in the same name/firm composition in which he is applying for the contract.
- 6.5 The tenderer should also give a list of ongoing contracts in hand, if any, for similar kind of work of survey of containers/cargo, indicating clearly the name of the party, volume of work and duration of contract.

- 6.6 CONCOR reserves the right to ignore or reject tenders submitted by parties who have been blacklisted or whose contract has been terminated at any time during the preceding three years for unsatisfactory working or dispute with a State/Central Government Undertaking or any Public Sector Undertaking.
- 6.7 CONCOR reserves right to pass over a tenderer who may be in the same line of business i.e. competing with CONCOR.
- 6.8 CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalising the contract in the overall interest of CONCOR & the trade.
- 6.9 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 tenderer i.e. L-I.
- 6.10** Tenders not supported by the credentials mentioned above shall not be considered.

7 . FINANCIAL CREDIBILITY

- 7.1 The tenderer should have achieved a minimum turnover of Rupees Three Lakhs Only (Rs.3,00,000/-) 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, i.e. 2005-06, 2006-07 & 2007-08.
- 7.2 Tenderer shall submit attested/notarized copies of documents in support of financial stability i.e., Duly audited Balance Sheets and P&L 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 years 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).
- 7.3 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.
- 7.4 In the case of a company, audited Annual Reports and financial statements for the last three years, i.e. 2005/06, 2006/07 and 2007-08 must be enclosed.
- 7.5 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.
- 7.6 For immediate preceding year, unaudited reports will be accepted, provided suitable justification is provided for the delays in audit.
- 7.7 *Tenders not supported by satisfactory credentials regarding financial credibility shall not be considered.*

8 CONSTITUTION OF THE FIRM

- 8.1 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. Co-operative societies must submit notarized or attested copy of the certificate of registration along with the documents mentioned earlier.
- 8.2 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.
- 9.0 CONCOR may, recognize changes in the documents mentioned in paragraph 8.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

10. COMPLETION OF TENDER DOCUMENT

- 10.1 The tenders should be complete in all respects and should contain all the information described above, which would enable CONCOR to evaluate the tender and decide the credentials of the tenderer for performing the work envisaged by the contract that may emanate from this tender.
- 10.2 The tender documents complete in all respects, should be placed in a sealed envelope super scribing "*Tender for providing survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI),CFS MULUND (EAST), SHAMBHUPURA(SMP), CHANDERIA (CNA), AND MANGLIYAGAON*" and submitted as described in paragraph 12 below.
- 10.3 Tenders containing omissions or alternations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by the tenderer in full and dated.
- 10.4 The tenderer shall quote rates for all the items of work mentioned in the **Schedule of Rates**. Tenders with incompletely filled schedules may not be entertained. **Please note that incomplete or conditional tenders are liable to be rejected.**
- 10.5 If the tenderer deliberately gives wrong information or conceals some facts in his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the rights to reject such tenders at any stage without any financial liability. This will be done without prejudice to CONCOR's right to seek any other remedy under law.
- 10.6 Each page of the tender documents should be signed and dated by the tenderers or such person on his behalf as is legally authorized to sign for and on his behalf in the manner described below in paragraphs 10.7 to 10.10.
- 10.7 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.

- 10.8 If the tender 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 tender documents, in which case the certified/notarized copy of the Power of Attorney shall accompany the tender documents. 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 document.
- 10.9 If the tender is submitted by a Limited Company or a Limited Corporation, it shall be signed by the duly authorized person holding the Power of Attorney for signing the tender documents, in which case a certified/notarized copy of the Power of Attorney shall accompany the tender documents. Such Limited Company or Corporation will be required to furnish satisfactory evidence (such as Articles of Association) of its existence with the tender documents.
- 10.10 Tender applications submitted by Joint Ventures will not be considered.

11 SCHEDULE OF RATES

- 11.1 All rates shall be quoted only on the proper form of the **Schedule of Rates** and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in paragraphs 10.7 to 10.9 above.
- 11.2 The rates in the **Schedule of Rates** should be filled in carefully after considering all the aspects of work as described in the chapter on **Scope of Work**. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Survey Contract, or did not understand or did not have full knowledge of site conditions, method of working at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA(SMP) , CHANDERIA (CNA), AND MANGLIYAGAON .
- 11.3 The rates quoted in the **Schedule of Rates** should be reasonable and workable. The tenderer shall submit an analysis of rates, if called upon to do so by CONCOR.
- 11.4 The rates in the **Schedule of Rates** should be quoted in figures and words. In case of discrepancy or difference between the rate(s) quoted in figures and words, only the rate given in words shall be treated the correct rate.
- 11.5 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 authorized signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.
- 11.6 Any variation, including 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 rates quoted by the tenderer shall be applicable irrespective of the volume of work.**
- 11.7 Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.

12 SUBMISSION OF TENDERS – TIME LIMIT AND MODE

12.1 The tender documents duly completed should be submitted a sealed in one envelope and duly superscribed as "*Tender for providing survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI),CFS MULUND (EAST), SHAMBHUPURA(SMP), CHANDERIA (CNA), AND MANGLIYAGAON* ". This envelope should contain two sealed cover 'A'- Subscribed as "Technical Qualification Bid for survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI),CFS MULUND (EAST), SHAMBHUPURA(SMP), CHANDERIA (CNA) AND MANGLIYAGAON", and Cover 'B' subscribed as "Financial bid for survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI),CFS MULUND (EAST), SHAMBHUPURA(SMP), CHANDERIA (CNA) AND MANGLIYAGAON"

12.2 The tenders duly completed as described above must reach the designated office of Chief General Manager, Container Corporation of India Ltd. 5th floor, New Administrative Building, D.N.Road, Mumbai CST-400 001, on or before 15:00 hours on **07.07.2009**. Tenders received after opening time shall be treated as late tender and rejected outright.

12.3 The tenders/bids will be opened at CONCOR's office, located at the above address at 15:30 hours on **07.07.2009**. Only the envelope containing the pre-qualification (Technical Qualification Bid) bid will be opened on the due date. The bidders or their representative may be present at the time of opening of the tenders, if they so desire. The Financial Bids in the form of Schedule of Rates will be opened and considered only for those tenderers who fulfil the requirements listed in this tender document and whose Pre-Qualification Bids are accepted as valid by the competent authority of CONCOR.

12.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by fax/telex/telegram will not be considered. The Chief General Manager (CGM),CONCOR Western Region, reserves the right to extend the date of submission and opening of the tender.

12.5 Any tender delivered or sent otherwise will be at the risk of tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day.

13 STUDY OF LOCAL CONDITIONS

13.1 The tenderer is advised in his own interest to visit the site of work and get acquainted with all local conditions and should be capable of taking local issues, road distances, means of access to the work, nature of work etc.

14 VALIDITY OF OFFER

14.1 The tenderer will be required to keep the offer open for a period of 120 days from the last date of submission of tenders. It shall be understood that this tender document has been issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting this tender he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR.

14.2 In the event of negotiations, the tenderer shall not quote rates higher than those quoted by him in the original **Schedule of Rates**.

14.3 If the tenderer fails to observe or comply with the stipulation in paragraphs 14.1 and 14.2 above, then the earnest money deposited by the tenderer will be forfeited to CONCOR.

15 ACCEPTANCE OF TENDER

- 15.1 The authority for rejecting the tender at any stage and the acceptance of the tender documents and tendered rates will rest with the Chief General Manager, Container Corporation of India Ltd., Western Region, Mumbai, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in the matter.
- 15.2 Acceptance of tendered rates will be communicated by Telegram or Express Letter or Formal Acceptance of tender. In case where acceptance is indicated by Telegram or Express Letter, the Formal Acceptance of tender will be forwarded to the contractor as soon as possible, but the Telegram or Express Letter should be deemed to conclude the contract.
- 15.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 15.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 15.5 On acceptance of the tender, the name of accredited representative of the tenderer, who would be responsible for taking instructions from CONCOR, shall be communicated to CONCOR within two working days.
- 15.6 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.

16 EXECUTION OF CONTRACT DOCUMENT

- 16.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Container Corporation of India Ltd. 5th floor, New Administrative Building, D.N.Road, Mumbai CST-400 001, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents as stipulated in the chapter on **Terms and Conditions Governing the Contract** within fifteen days of the date of issue of communication from the CONCOR's office and start the work immediately.
- 16.2 Failure to execute the required contract documents shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of earnest money besides any other action CONCOR takes, including termination of the contract. In such an eventuality, CONCOR may also exercise any other legal remedy available under the terms of this tender document or under law.

17 CONFIDENTIALITY OF TENDER DOCUMENTS

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

18 POSTAL ADDRESS FOR COMMUNICATION

18.1 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.

19. TENDERS THROUGH WEBSITE OF CONCOR

The bidders who are downloading the tender document from the CONCOR website **www.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 www.concorindia.com and **same may be submitted along with the cost of tender document by way of Demand Draft (Rs.1,040/-) in favour of CONTAINER CORPORATION OF INDIA LIMITED payable at Mumbai 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.

For Container Corporation of India Ltd.

**CHIEF GENERAL MANAGER
WESTERN REGION**

Chapter III

PRE-QUALIFICATION BID

1. MINIMUM QUALIFICATIONS FOR TENDERER:

Tenders not supported by satisfactory credentials will not be considered. The tenderer should be an entity, company or a firm of surveyors with experience in surveying ISO containers.

- a) The tenderer should have a Licence to act as a Surveyor/Loss Assessor in the name of tenderers firm/company.
- b) The tenderer must have prior experience of minimum three years of satisfactorily surveying ISO containers at an ICD or CFS or Port to the extent of at least 10,000 TEUs p.a for two years out of three preceding years i.e., 2006/07, 2007/08 and 2008/09 in the same name/firm composition in which he is applying for the contract.
- c) He should enclose the original experience certificates / copies duly attested by Gazetted Officers in proof of above technical and commercial experience in undertaking similar work.
- d) The tenderer should also submit documents to give proof of his having adequate number of qualified personnel on permanent basis to manage surveying work efficiently. The Surveyor must employ at least one supervisor who has IICL certificate, proof shall be attached. The copy of ESIC & PF registration certificate should be enclosed.
- e) The tenderer should also give a list of his ongoing contracts on hand, if any, for similar kind of work.

1.1 FINANCIAL STANDING OF TENDERER:

The tenderer should have achieved a minimum turnover of Rs.3,00,000/- (Rs. Three Lakhs Only) per financial year separately for two years out of last 3 yrs i.e., 2005/06 , 2006/07 and 2007/08.

1.2 The duly audited financial statements for the years 2005/06, 2006-07 and 2007/08 shall be enclosed.

1.3 The tenderer should have at least a positive net worth based on the last year's balance sheet.

2. DOCUMENTS AND PROOFS: (Cover 'A' suprescribed as 'Technical qualification bid')

Following documents and details shall be invariably furnished with the tender offer, failing which the offer shall be summarily rejected.

- a) Detailed list of documents indicating documents/statements submitted by the tenderer
- b) Original tender document duly signed and stamped on each page.
- c) Document showing constitution of the firm/company. Registration proof such as under Shops & Establishment Act/Co. Act, etc. shall be enclosed.

- d) Proof of license to act as surveyor/loss assessor under the Insurance Act 1938 issued in the name of the entity /firm/company submitting the tender.
- e) Proof of turnover & net worth as required in Para 1.1 & 1.3 and audited statements as in para 1.2 ,along with solvency certificate.
- f) Experience certificate for the prescribed volumes and years, in original/ Copies duly attested by Gazetted Officers. (For existing contractors of CONCOR photocopies will do.)
- g) Documents indicating ongoing contracts in hand if any.
- h) Power of Attorney (If required).
- i) Valid IICL certificate for supervisors proposed to be deployed at ICD PITHAMPUR (INDORE) & RAIL HEAD RATLAM, ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI) ,CFS MULUND (EAST), SHAMBHUPURA(SMP), CHANDERIA (CNA) AND MANGLIYAGAON”.
- j) EMD for Rs. 38,000/- (Rs. Thirty Eight Thousand only) by way of DD/ Pay Order in favour of Container Corporation of India Ltd, payable at Mumbai.
- k) Photocopy of latest income tax return filed in the name of the company/firm which is applying for the contract.
- l) Copy of PF and ESIC registration.

For Container Corporation of India Ltd.

**CHIEF GENERAL MANAGER
WESTERN REGION**

CHAPTER IV

SCOPE OF WORK

01. PREAMBLE

- 1.1 Container Corporation of India Ltd. (hereinafter referred to (CONCOR) is engaged in providing logistics to import and export trade. CONCOR operates a large network of ICDs, CFSs ect. all over the country. CONCOR also undertakes rail and road transportation of containers. CONCOR is having its Inland Container Depot at Pithampur, Rail Head/Proposed ICD at Ratlam, & ICD Chinchwad and Rail Container Depot at Mumbai Port and Domestic Container Terminal at Turbhe, Container Freight Station (CFS) at Mulund(East) and Shambhupura (SMP), Chanderia (CNA) and Mangliyagaon. The successful tenderer (hereinafter referred to as Surveyor) is required to provide services for surveying containers at these terminals. Please note that CFS MULUND(E) deals with import/export clearance and rail/road transfer of empty and loaded containers. The import containers are received at CFS either by road or by rail. The export containers are despatched by road/rail. Export containers are stuffed either at CONCOR terminal or in the factories. Import containers are either destuffed in CFS or at the factory. Empty containers are received for sending to other destinations.
- 1.2 The scope of work indicated in the paragraphs below is only a guide. The actual requirements are subject to variations/adjustments/implementations of procedures depending on the pattern and volume of traffic from time to time.
- 1.3 The tenderer is advised to acquaint himself with the exact location of gates, container yards, road approaches, railway siding, and the facilities at the above mentioned CONCOR Terminals. He is also advised to familiarize himself with the procedures and method of working at these CONCOR Terminals.
- 1.4 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, Container Corporation of India Ltd., Western Region, whose decision in the matter shall be final and binding on the tenderer/contractor.
- 1.5 The contractor shall arrange his own supervisors and staff for carrying-out the work described in the paras below. It may also be noted that hand held RDTs may be commissioned at various terminals. In view of this, the tenderer has to be ready from all angles so that the staff deployed by is able to handle the updation work through the RDTs whenever such equipment is made available at various terminals.

Tenderers are advised to satisfy itself about their eligibility prescribed and, visit and inspect the sites before submitting their proposal. Rates are to be quoted in the enclosed Schedule of Rates. Addresses of the locations are as under:

ICD PITHAMPUR : CONTAINER CORPORATION OF INDIA LTD.
INLAND CONTAINER DEPOT,
PLOT NO.113, MHOW-NEEMUCH ROAD,
SECTOR III, PITHAMPUR, DHAR DIST.(M.P.),
PHONE: 07292 – 403701-7, 403717

RAIL HEAD RATLAM : CONTAINER CORPORATION OF INDIA LTD.
NEW GOODS SHED, JAORA ROAD, RATLAM
PHONE: 07412 – 236892, 236873.

ICD CHINCHWAD : CONTAINER CORPORATION OF INDIA LTD.
INLAND CONTAINER DEPOT,
RAILWAY GOODS SHED YARD,
CHINCHWAD,
PUNE - 411019
PHONE: 9520 – 27471029, 27442092/93

DCT TURBHE : CONTAINER CORPORATION OF INDIA LTD.
DOMESTIC CONTAINER DEPOT,
CENTRAL RAILWAY GOODS SHED,
1ST FLOOR, COMMERCIAL OFFICE, NR.CWC,
SECTOR-20, TURBHE – 400 705
PHONE: 022 – 27844843/47, 27844845.

RCD MbPT : CONTAINER CORPORATION OF INDIA LTD.
RAIL CONTAINER DEPOT,
MUMBAI PORT TRUST, BROWN GATE,
SIX INDIRA DOCKS, NEAR YELLOW GATE,
P.D'MELLO ROAD, MUMBAI.
PHONE: 022 - 32519051, 22664994

CFS MULUND EAST: CONTAINER CORPORATION OF INDIA LTD.
NEAR RAILWAY GOODS SHED, NANEPADA
VILLAGE, MULUND (EAST)-MUMBAI 400081
PHONE: 022-25637761/25637762/25637765
FAX : 022-25637764

2. **BRIEF DESCRIPTION OF WORK REQUIRED TO BE DONE BY THE CONTAINER SURVEYOR:**

The Container Surveyor will be required to provide round the clock professional survey services for containers in the terminals. All reports are to be computerised. The surveyor shall install their own computers, at all the CONCOR terminals mentioned above, which should be compatible with CONCOR's computer network. and should do all the required entries (For example Gate In, Gate Out, Train Loading/Unloading JO, cargo carting, delivery, container loading/unloading, handling, location etc and any intermediate activity steps which CONCOR may specify) in the CONCOR's system module (ETMS / DTMS/Any Other Module) wherever applicable. The updation in the system should be made within an hour of the said activity failing which action as per clause no.13 (Unsatisfactory Performance) of chapter-V may be taken by CONCOR.

(Please note that the surveyor shall be required to install computers (with all required peripherals) at both the places i.e. ICD Pithampur and Rail Head/Proposed ICD Ratlam, within three months from the commencement of contract failing which, CONCOR shall

be at liberty to install/procure computers (with all required peripherals) on its own at the risk and cost of the contractor.)

The detailed procedure for dealing with different situation shall be issued by CONCOR. However, the duties of successful tenderer are broadly defined as under: -

- 2.1 Gate Survey :- Upon arrival/dispatch by road/rail of containers, survey of external/internal conditions of the containers should be carried out and specific report for each such container containing following details shall be prepared and submitted to CONCOR on daily basis.
- (a) Status of the container, whether empty or loaded or Reefer or ODC or Open Top or Flat Rack or Tank Container. In case of Reefer container, survey Report should also indicate the availability of the power cable and the batteries. Preparation of train summary, as applicable.
 - (b) Seal condition, whether sealed/ open. In case of sealed, seal number and logo of the seal i.e. Customs/Shipping Line(with name)/ CONCOR.
 - (c) In case container is found damaged on arrival at the gate, surveyor shall make the necessary note of the damage and have such a report signed by the security incharge and the driver of the vehicle. Such a container should be surveyed in detail within 24 hours preferably along with the surveyor of the concerned shipping line/agent. The damage report must be presented in the recognised EIR format along with estimate of repair. All damaged container shall be photographed by the surveyor for which no additional payment will be given.
 - (d) All empty containers will be surveyed internally whilst coming into or leaving the Depot/Terminal.
 - (e) Survey of empty reefer container, with respect to its components
 - (f) Computer feeding of data of Gate in and Gate Out and other details as required by CONCOR.
 - (g) Record keeping of container register, as per the format of CONCOR
 - (h) Filling of records and documents

2.2 The surveyor shall bring to the notice of the security incharge of the gate and the preventive officer of the customs, if any, about any containers found with defective/tampered/missing seals. The surveyor shall get the container resealed as per the directions issued by CONCOR.

2.3 Internal survey of the containers should be conducted before stuffing of cargo, and after destuffing the cargo, whenever required and a report shall be submitted in the manner as enumerated above..

2.4 Detailed Survey of Container(On specific work order basis)

1. Detailed survey of containers with photography in case of damage, survey of extent of damage both internal & external, submission of report to CONCOR.

2.5 Please note that the cargo to be surveyed may be handled at the terminal by road/rail or through BCN Rakes. The surveyor has to carry out detailed survey of inward and outward cargo arrived/dispatched on trucks, on container trailers by road/rail and BCN wagons etc. The survey of cargo will be required to be done at the time of carting, stuffing /destuffing, reworking and shifting, delivery of cargo at the terminal, back to town etc. i.e. at various stages of export/import cycle. The survey shall involve labelling the lots, preparation of tally sheets, scrutinising cargo conditions etc. alongwith survey of containers, reworking of containers whenever directed by CONCOR officials, etc. A periodic report (Weekly/fortnightly depending on the requirement of

the terminal) of the inventory of containers and cargo in the terminal shall also be submitted to CONCOR.

2.6 SURVEY OF REEFER CONTAINER

This work includes removing the cables, storing the cables inside the containers and sealing the containers with CONCOR seal. Surveyor shall also carry out the detailed external & internal survey of the reefer container with check list. (Eg. Checking of components like compressor, fans, battery etc.) Please note that the rates for survey of reefer containers are called for DCT Turbhe in the Schedule of Rates but in case reefer services are commenced at other terminals of CONCOR Western Region, the same rates will apply.

2.7 Any other job pertaining to survey of containers assigned by CONCOR from time to time (such as survey at accident sites etc.) for which the tenderer may be required to provide unskilled/semi-skilled or skilled manpower. The contractor shall be paid a second class /sleeper class rail fare and D.A.@Rs.125/- per day per labour in addition to the finally accepted tender rates.

2.8 In case of survey activities at Shambhupura (SMP)and Chanderia (CNA), the following activities are involved:-

1. Take inward train summary of the rake placed. Check the condition of containers as well as wagon. (In case of V rake, confirm CC of every wagon.) If any container is found damaged, prepare EIR report and submit to CONCOR.
2. Check the cargo condition and counting of packages in stacking yard.
3. Supervising of stuffing and ensuring of proper stuffing.
4. After completion of stuffing, seal each container with CONCOR OTL and record seal numbers in stuffing tally sheet.
5. After the release of rake, prepare outward train summary and handover a copy to CONCOR.
6. Keep records of Arrival, Placement, Release and Departure timings of each rake.
7. After delivery of each rake at destination, surveyor submits destuffing report at originating ICD. In case of any short delivery of containers found, it will be mentioned in the report.
8. Any other ancillary or related activity for the survey work at SMP and CNA.

In addition to the finally accepted survey rates at SMP and CNA, the survey contractor will be paid (Third) III- AC train fare and Rs. 500/- towards arrangement of hotel stay of survey staff and Rs.275/- as DA per day per person, after considering the actual period of rake handling (for a maximum of two persons).

3. LIABILITY OF THE CONTAINER SURVEYOR:

It is expected that the Container Surveyor will carry out the work diligently and to the best of his ability. However, to ensure that any mistakes committed by the Surveyor or his staff does not result in a loss to CONCOR, CONCOR will hold the Container Surveyor liable as per the following:

The liability for each error will be limited to Rs. 20,000/- per container or the loss suffered by CONCOR whichever is less. The Surveyor shall give a bank guarantee of Rs.2.00 lakhs for covering up the liability. (Details in para below). Please note that the Container Surveyor shall give a bank guarantee of Rs.2.00 lakhs (Rs.Two Lakhs) for covering up the liability in addition to the amount of security deposit, within ten days from the date of issue of formal letter of acceptance/award of contract.

4.BANK GUARANTEE:

The successful tenderer shall also furnish a bank guarantee of Rs. 2 lakhs in favour of Container Corporation of India to cover any liability of the surveyor on account of unsatisfactory performance under the contract. Please note that this bank guarantee will be in addition to the amount of security deposit, to be deposited within ten days from the date of issue of formal letter of acceptance/award of contract.

5. DUTY SHIFTS:

- (i) The survey personnel will be required to be deployed in all the three shifts daily as required by the Terminal Manager. All the survey personnel (agreed upon) must be deployed without fail everyday as required by the Terminal Manager.
- (ii) The Surveyor shall deploy at least one supervisor for the Terminals as required by the Terminal Manager. The Surveyor shall ensure the deployment of staff, who are :
 - a) computer literate
 - b) proven for their sound character, integrity, competence and
 - c) qualified to carry out the duties assigned to them.

In case of unsatisfactory performance or misbehavior by any one of the survey personnel, the Surveyor shall make immediate arrangements to replace the individuals on request of CONCOR or its authorised representative.

The survey personnel posted at the terminals shall work under the overall supervision and guidance of CONCOR's Manager or authorised representative of CONCOR. The survey personnel shall carry out faithfully all instructions and guidance given by CONCOR's Manager or authorised representatives of CONCOR in respect of survey functions in CONCOR terminals.

6. OTHER CONDITIONS:

- a. The Surveyor shall arrange to provide fully trained personnel in survey operations.
- b. The Surveyor shall comply with all the statutory requirements in respect of engaging the survey personnel, their service conditions, rules and regulations and all liabilities under the various labour laws and others like PF, ESI, Bonus, Workmen's compensation etc. and CONCOR shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- c. The Surveyor shall obtain necessary labour license from the Licensing Authority under the Container Labour(R&A) Act 1970, and contract rules framed thereunder the produce the same to CONCOR.
- d. The Surveyor shall keep CONCOR indemnified against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws.
- e. The Surveyor shall accept full and exclusive liability for the wages, PF, Bonus, Medical Leaves etc. for the personnel deployed by them for the survey functions of the

CONCOR terminals and other obligations referred under the laws now and thereafter imposed by the appropriate government/authorities.

- f. CONCOR will not have any liability whatsoever concerning the persons deployed by the Container Surveyor for the purpose. The Container Surveyor shall keep CONCOR indemnified against all losses or damages or liability arising out of or imposed in the course of employment of such person.
- g. The Surveyor must make regular and full payment of wages, PF and any other payment due to their employees and furnish necessary proof.
- h. The Surveyor is required to submit salary claim bills alongwith proof of payment of PF, ESI contribution, etc. every month of 5th of the following month.
- i. Survey personnel shall ensure before allowing any container/cargo out of CONCOR premises that they carry valid gate pass issued by CONCOR staff.
- j. Deductions towards income tax under relevant provisions of Income Tax Act 1961, shall be made from all payments made to the agency and a Certificate for such deductions shall be given.
- k. The survey personnel posted at terminals shall fully acquaint themselves of the system of working at all places in terminals, including at the gate, the import/export/domestic warehouse. They shall maintain proper record in the prescribed proformas or registers as required by the incharge of Terminal. The records shall be produced for inspection by CONCOR, whenever required.
- l. An attendance register shall be maintained by the Container Surveyor which shall be subjected to scrutiny by CONCOR staff at any time.
- m. The Surveyor should provide all its men proper uniform including name badges and the personnel should be instructed to maintain decorum of good behaviors at all times. Entry to the ICD/CFS/Terminal will be permitted only on the basis of authorized Photo ID Permits.
- n. In the event of any incurrence of wharfage/demurrage or other charges due to CONCOR due to the negligence and commissions and omissions on the part of the surveyors the same charges will be recovered from the Surveyor's Bill.
- o. Any lapse on the part of the surveyors in the discharge of their duties which may result in monetary loss or loss of reputation to CONCOR will result in imposition of penalties at the discretion of the competent authority.
- p. In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the Chief General Manager, Western Region, CONCOR whose decision shall be final.

7.VOLUME OF BUSINESS :

CONCOR can not guarantee minimum volume of business. The approximate volume has been mentioned in the schedule of rates which will be used for evaluation purpose only.

8. CONCOR will be establishing its terminals at other places also. The surveyor should be prepared to offer their services at such other locations on the existing rates at the CONCOR Terminals/Depot in Western Region.
9. CONCOR reserves the right to award this contract to more than one surveyor for the different locations. Further, CONCOR also reserves the right to accept or reject any tender without assigning any reason thereof.

For Container Corporation of India Ltd.

**CHIEF GENERAL MANAGER
WESTERN REGION**

CHAPTER-V

TERMS AND CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

1.1 Container Corporation of India Ltd. (hereinafter referred to (CONCOR) is engaged in providing logistics to import and export trade. CONCOR operates a large network of ICDs, CFSs ect. all over the country. CONCOR also undertakes rail and road transportation of containers. CONCOR is having its Inland Container Depot at Pithampur, Rail Head/Proposed ICD at Ratlam, ICD Chinchwad and Rail Container Depot at Mumbai Port and Domestic Container Terminal at Turbhe, Container Freight Station (CFS) at Mulund(East) and Shambhupura (SMP), Chanderia (CNA) and Mangliyagaon . The successful tenderer (hereinafter referred to as Surveyor) is required to provide services for surveying containers at these terminals.

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

1.3 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.

2. PERIOD OF CONTRACT

At the initial stage, the contract shall be awarded for a minimum 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 and terms and conditions. There shall be no intermediate change in the rates during the initial or extended period of contract.

The volume of work given in the schedule of rates annexure shall not be a cause of any dispute about the rates of contracts or nature and extent of operations. The nature and the extent of the work is and shall remain subject to variation and adjustments depending upon the usual operational and commercial requirements at the various CONCOR Terminals referred above. The volume of work should be treated as guidelines and not as an exhaustive list of duties.

2.1 CONCOR reserves the right to negotiate fresh rates for any additional category of work arising during the currency of this contract for which the preference will be given to the contractor. However, if the contractor fails to give reasonable rates, then CONCOR shall be free to make alternative arrangements.

3. SECURITY DEPOSIT

3.1 The successful tenderer shall furnish a security deposit of Rs.1,57,000/- (Rupees One Lakh Fifty Seven Thousand only) towards successful performance under the contract within ten days from the date of issue of formal letter of acceptance/award of contract. In case the successful bidder fails to comply with above provision, CONCOR will be free to forfeit EMD deposited by the bidder. This amount shall be deposited either through Bank

Demand Draft drawn in favour of "Container Corporation of India Ltd.," payable at Mumbai from any scheduled bank or in the form of a Bank Guarantee from a scheduled bank.

- 3.2 It should be noted that no interest shall be payable by CONCOR on the security deposit.
- 3.3 The Chief General Manager, CONCOR Western Region, may at his discretion increase the amount of security deposit, proportionate to the increase in the volume of the work, but not exceeding 50% of original security deposit. The decision of the Chief General Manager; CONCOR Western Region, with regard to the volume of work and the value of the security deposit shall be final and will be binding on the contractor.
- 3.4 It is expected that the Container Surveyor will carry out the work diligently and to the best of his ability. However, to ensure that any mistakes committed by the Container Surveyor or his staff does not result in a loss to CONCOR, CONCOR will hold the Container Surveyor liable as per the following:

The liability for each error will be limited to Rs. 20,000/- per container or the loss suffered by CONCOR whichever is lesser.

The Container Surveyor shall give a bank guarantee of Rs.2.00 lakhs (Rs.Two Lakhs) for covering up the liability in addition to the amount security deposit mentioned in para 3.1 above, within ten days from the date of issue of formal letter of acceptance/award of contract.

4. RECOVERY FROM SECURITY DEPOSIT

- 4.1 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.
- 4.2 CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand of this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 4.3 The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

5. REFUND OF SECURITY DEPOSIT

- 5.1 The security deposit shall, subject to any deduction that may be made there from, be returned to the contractor within four calendar months after the termination of the contract and on issuance of no dues certificate by the Terminal Manager of the above referred CONCOR Terminals. However, if there is a delay, the contractor shall not be entitled to any interest.
- 5.2 In the event of any dispute arising between CONCOR and the contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the contractor singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem

sufficient until and dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such deductions made by CONCOR.

6. RESPONSIBILITY FOR LOSS OR DAMAGE TO CONCOR PROPERTY AND OTHER RAILWAY PROPERTY

6.1 The Contractor 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.

7. SUBLETTING NOT ALLOWED

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

8. AGREEMENT FOR ACTING AS CONTRACTOR FOR CONCOR

8.1 The successful tenderer will be required to sign an agreement for acting as Surveyor Contractor for Container Corporation of India Ltd., as per the format at Annexure-II within a period of fifteen days of the date of issue of communication to that effect from CONCOR's office.

9. GENERAL DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 The contractor will have to comply with all laws, rules and regulations of Central Government, State Government, and local Municipal Corporation and other government bodies with regard to the handling equipment and road vehicles. The contractor shall indemnify CONCOR against any infringement of such law, rules and regulations.

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

9.3 The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). He shall specifically ensure compliance with the following Laws/ACTs and their re-enactments/amendments:

- A. The Payment of Wages Act, 1936.
- B. The Factory Act, 1948.
- C. The Workmen's Compensation Act, 1923.
- D. The Employees Provident Fund Act, 1952.
- E. The Contract Labour (Regulation and abolition) Act, 1970; Rules 1971.
- F. The Payment of Bonus Act, 1965.
- G. The Payment of Gratuity Act, 1972.
- H. The Equal Remuneration Act, 1976.

- I. The Employees State Insurance Act, 1948.
- J. The Industrial Disputes Act, 1947.
- K. The Bombay Opium Smoking Act, 1936.
- L. The Bombay Prohibition Act, 1938.
- M. The Employment of Children Act, 1938.
- N. The Minimum Wages Act, 1948.
- O. The hours of Employment Regulations.
- P. Regulation of Employment and Welfare Act, 1969.

9.4 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, including those for handling equipment and vehicles, the contractor shall at his own cost arrange for such Licence/Permission/ Registration. He shall also be liable for producing for inspection such certificates and licenses as and when required by the respective authorities or CONCOR.

9.5 The contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidental or direct 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 Container Terminal.

9.6 The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for handling equipment, vehicles/trailers, employees or workers engaged by him. These charges shall be borne by the contractor. No claim on this behalf shall be entertained by CONCOR.

9.7 The contractor shall deploy efficient and reliable staff and supervisors for the work after due police verification.

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

9.9 The contractor shall give his employees neat and clean uniforms for summer and winter seasons, safety equipments like shoes and helmets at no extra cost to CONCOR and ensure that all his employees wear the prescribed Identity Cards, issued by CONCOR at the cost of the contractor. He shall also provide office equipment, communication equipment, etc., as prescribed by CONCOR from time to time for efficient execution of the work.

9.10 The contractor shall exercise due care and take all precautions while performing survey to avoid any damage or loss to the containers or cargo at any stage.

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

9.12 The contractor 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.

9.13 The contractor 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 at above mentioned CONCOR Terminals. The survey personnel posted at the terminals shall work under the overall supervision and guidance of Terminal Manager or authorised representative of CONCOR.

9.14 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 contractor 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 contractor'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 contractor 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 contractor 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 contractor 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 contractor as stated above shall be final and binding on him.

9.15 The contractor 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 contractor shall keep a proper record of such payment and submit a certificate every month to CONCOR of his having done so.

9.16 If CONCOR shall at any time consider the mode adopted by the contractor 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 contractor may be withheld during such non-compliance.

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

9.18 EMPLOYEES PROVIDENT FUND & ESI

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

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

10. SCHEDULE FOR COMPLETING ASSIGNED WORK

10.1 The contractor shall carryout the various Activities assigned to him under this contract with expedition within the time prescribed by CONCOR. Failure to comply with the time schedules for various Activities shall be deemed as unsatisfactory performance and CONCOR shall be free to take necessary action under paragraph 13 in addition to specific measures mentioned below.

10.2 It should be noted that the work of surveying containers in the terminals shall be done round the clock, seven days a week.

11. DEPLOYMENT OF MANPOWER:

11.1 The contractor is required to deploy adequate number of professionally competent, qualified and disciplined workforce at the above mentioned CONCOR Terminals to ensure smooth functioning of survey work round the clock, in all three shifts, seven days a week.

11.2 He shall arrange to replace individuals as directed by CONCOR in case of the individual is being found to be incompetent or indisciplined.

11.3 The personnel deployed for supervisory and incharge cadre above should hold valid IICL certificate in their favour. Any person not holding such certificate shall not be deployed in these cadres.

12. SAFETY

12.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling all types of containers, cargoes during survey operations. The contractor shall follow the safety requirements prescribed by CONCOR from time to time.

12.2 The contractor 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.

12.3 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/injuries to containers or cargo or to any person or damages to property belonging to CONCOR and/or to rolling stock or other property belonging to the Railways, 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.

13. UNSATISFACTORY PERFORMANCE

13.1 Paragraphs 9 to 12 above describe the parameters of the acceptable levels of service expected from the contractor. The fines and penalties for failure in maintaining the levels of service expected have also been defined above in specific cases. Levy of fines or penalties in these cases will tantamount to unsatisfactory performance.

13.2 In addition to the parameters described in paragraphs 9 to 12 above and depending on operational or business requirements of the above referred CONCOR Terminals, CONCOR shall

be free to determine from time to time the levels of satisfactory performance for various Activities, which are required to be carried out as fulfillment of this contract.

13.3 The contractor shall at all times ensure that his performance is satisfactory in terms of paragraphs 13.1 and 13.2 above, failing which CONCOR shall be at liberty to impose such penalties as it deems fit or get the affected work done through any other agency, at the risk and cost of the contractor.

13.4 Over and above the charges recoverable from the contractor as described above, the contractor shall be liable to be fined upto Rs.5000/- (Rupees Five thousand only) at the sole discretion of the officials of CONCOR for unsatisfactory service or any lapses, misconduct on the part of their employees, servants or workmen in day to day operations and such fines will be recoverable from the bills of the contractor.

13.5 In the event of the contractor's employees, 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 the non-availability of manpower or any other cause or if the progress of the work is affected due to shortage or inadequate provision of manpower or any other cause or failure on the part of the contractor to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to carry on the work under the said agreement through any other agency or by engaging manpower directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.

13.6 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR, it shall be open to CONCOR to terminate this contract by giving thirty days notice. In the event of such termination of the contract CONCOR shall be entitled (i) To forfeit the security deposit of the contractor as it may consider fit, (ii) To get the balance of work done by making an alternative arrangement as deemed necessary and (iii) To recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and the damages which CONCOR may sustain as a consequence of such action.

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

13.8 Notwithstanding what is stipulated above, CONCOR will have the liberty to terminate the contract by giving advance notice of thirty days to the contractor in case there are strong business reasons for doing so as determined by the management of CONCOR.

13.9 CONCOR shall be the sole judge and its decision shall be final with respect to defining the levels of service expected from the contractor for determining satisfactory performance. If the contractor fails to deliver the required level of service, then CONCOR shall take all such measures that may be necessary to ensure the aforesaid levels of service at the cost and risk of the contractor.

14 PAYMENT

- 14.1 The certificate of the Terminal Manager, of the above CONCOR terminals, as to the sum payable to the contractor, if he had carried out the work in question under the terms of contracts, shall be final and binding on the contractor.
- 14.2 Subject to any deductions, which CONCOR will be authorized to make under the terms of the contract that may be applicable while accepting the tender, the surveyor contractor shall be entitled for payment.
- 14.3 Service tax as applicable will be reimbursed to the contractor.
- 14.4 Payment shall be made through cheques. The successful tenderer undertaking the work shall intimate CONCOR the name of the person or organization in whose favour the cheque for amounts due to him should be drawn. Payment may also be made by electronic means. The successful tenderer will have to intimate bank account details and RTGS code to CONCOR.
- 14.5 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc., or any cause whatsoever from survey bills and from the security deposit or any other amounts due to him. In the event of any such recoveries or adjustments being made from the security deposit, the contractor 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.

15 TIME LIMIT FOR SUBMISSION OF BILLS

- 15.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within four months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof.
- 15.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within four 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.
- 15.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the Chief General Manager ,Western Region, notwithstanding what has been laid down in Para 15.1 above. The decision of the Chief General Manager ,Western Region, shall be final and binding on the contractor.

16 DEDUCTIONS TOWARDS INCOME TAX OR ANY OTHER STATUTORY LEVIES AT SOURCE

- 16.1 Deduction of income tax or any other statutory levy at source will be made from the money payable to the contractor on the bills for the work done in accordance with the provisions of

the individual acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the contractor.

17 ILLEGAL GRATIFICATION

- 17.1 Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of the ICD shall in addition to any criminal liability that the contractor 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.
- 17.2 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall, in addition to any criminal liability that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him.
- 17.3 The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith to rescind the contract and all other contracts with CONCOR.
- 17.4 CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and CONCOR.
- 17.5 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, CONCOR Western Region, in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

18 PROHIBITION AGAINST TAKING WORK FROM CONCOR EMPLOYEES OR GOVERNMENT SERVANTS

- 18.1 No person, who has retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government Service or CONCOR, shall be a contractor of CONCOR. The contractor shall under no circumstances employ any person in the employment of CONCOR for the purpose of carrying on 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 contractor 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.

19 ARBITRATION

- 19.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, instructions, etc., mentioned in this contract; the quality of work-manship or performance of handling and/or transportation; any other question, claim, right, matter or thing whatsoever in any way rising out of or relating to the contract; specifications, operating instructions, orders or

these conditions; and the execution concerning the survey 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, CONCOR Western Region, and if Chief General Manager, CONCOR Western Region, is unable or unwilling to act, to the sole arbitration of any such person appointed by Chief General Manager, CONCOR Western Region, who is willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course his duties as such he had expressed views on all or any of the matters in dispute or difference.

- 19.2 The Arbitrator, to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason, Chief General Manager, CONCOR 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 his predecessor left it.
- 19.3 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.
- 19.4 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 his dispute. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 19.5 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 19.6 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.
- 19.7 The Arbitrator shall have powers 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.
- 19.8 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 19.9 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 19.10 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

20 RELATIONSHIP WITH THIRD PARTIES

- 20.1 All transactions between the contractor(s) and third parties, who are in no way connected with survey of containers and/or cargo from and to the above referred CONCOR Terminals ,shall be carried out as between two principals without reference in any event to CONCOR.

The contractor(s) shall also undertake to make the third parties fully aware of the aforesaid position.

21 SERVICE DURING THE POST CONTRACT PERIOD

- 21.1 It is obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period (inclusive of extended period, if any) for at least four months or till the new contract is finalized, whichever is earlier.

22 TERMINATION OF THE AGREEMENT IN THE CASE THE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN COURT OF LAW

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

23 DEATH OF CONTRACTOR

- 23.1 No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor'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.

24 VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALISED

- 24.1 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.

25 NOTICE ETC.

- 25.1 Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Chief General Manager, CONCOR Western Region, shall be issued or taken on his behalf by the official in charge of the above said CONCOR Terminals. The contractor shall furnish to CONCOR the name(s), designation(s) and address(s) of his authorized representative(s) and all complaints, notices communication and references shall be deemed to have been duly served to the contractor if delivered to him or his authorized representative(s) or left at or posted at the address so given. He shall be deemed to have been so given notice in the case of posting on the day on which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

26. LIABILITY OF THE CONTAINER SURVEYOR:

- 26.1 It is expected that the Container Surveyor will carry out the work diligently and to the best of his ability. However, to ensure that any mistakes committed by the Container Surveyor or his staff does not result in a loss to CONCOR, CONCOR will hold the Container Surveyor liable as per the following:
The liability for each error will be limited to Rs. 20,000/- per container or the loss suffered by CONCOR whichever is lesser.

The Container Surveyor shall give a bank guarantee of Rs.2.00 lakhs (Rs.Two Lakhs) for covering up the liability in addition to the amount of security deposit mentioned in para 3.1 above, within ten days from the date of issue of formal letter of acceptance/award of contract.

27. ESCALATION CLAUSE

No change in price during contract period. The rates accepted by competent authority of CONCOR shall remain fixed and valid for original period of contract. i.e during initial 2 years period. In case CONCOR management decides to extend the contract period by one more year, CONCOR may negotiate the prices with Container Surveyor depending upon market situation at that time.

28 GENERAL

28.1 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, CONCOR Western Region, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Chief General Manager, CONCOR Western Region,, whose decision will be final and binding.

for Container Corporation of India Ltd.

**CHIEF GENERAL MANAGER
WESTERN REGION**

ALL TERMS AND CONDITIONS LISTED FROM PARA 1 TO 28 IN THIS CHAPTER, AND IN THE OTHER CHAPTERS AND ANNEXURES OF THIS TENDER DOCUMENTS IN TERMS OF PARAGRAPH 1.3 OF THIS CHAPTER, HAVE BEEN READ CAREFULLY, UNDERSTOOD AND ACCEPTED.

FOR AND ON BEHALF OF _____
NAME _____
DESIGNATION _____
ADDRESS _____

_____ PIN CODE _____
TELEPHONE NO/NOS _____
FAX/TELEX NOS _____

ANNEXURE-I

LETTER OF SUBMISSION OF TENDER

To,

The Chief General Manager,
Container Corporation of India Ltd.,
Western Region, Mumbai.

SUB: TENDER FOR CONTRACT FOR PROVIDING SURVEY SERVICES AT ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM , ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA (SMP) , CHANDERIA (CNA) AND MANGLIYAGAON

Dear Sir,

1. Subject to the conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for providing survey services at ICD PITHAMPUR (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD(PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA (SMP), CHANDERIA (CNA) AND MANGLIYAGAON. I/We are familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate.

1. The following certificates/documents along with separate list of the same are enclosed:
 - A. Detailed list of documents indicating documents/statements submitted as part of tender documents in terms of paragraph 4.4 of the chapter on **Instructions to Tenderers**.
 - B. Crossed demand draft No.....dated.....for Rs. 38,000/- (Rupees Thirty Eight Thousand only) drawn onin favour of Container Corporation of India Ltd., Mumbai, towards earnest money.
 - C. License to act as surveyor/loss assessor under the Insurance Act, 1938, issued in the name of the entity/firm/company submitting the tender.
 - D. Valid IICL certificates for supervisors proposed to be deployed at at ICD PITHAMPUR, (INDORE) & RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD (PUNE), MUMBAI PORT & DCT TURBHE (MUMBAI), CFS MULUND (EAST), SHAMBHUPURA (SMP) ,CHANDERIA (CNA) AND MANGLIYAGAON.
 - E. Experience certificates for the prescribed volumes and years in original (For existing contractors of CONCOR photocopies will do.)
 - F. Documents indicating ongoing contracts in hand, if any.
 - G. Documents regarding financial standing of the firm/company including solvency certificate.
 - H. Documents regarding constitution of the firm/company.
 - I. Power of Attorney (if required).
 - J. Photocopy of latest income tax return filed in the name of the company/firm which is applying for the contract.
 - K. Copy of PF and ESIC registration.

- L. This tender document, with all pages intact; duly embossed (with official seal) & signed by the tenderer or any such person as is legally authorized 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.”
2. I/We agree to keep this tender open for a period four calendar months from the date fixed for opening the same and shall not be withdrawn from the said period of four calendar months or until a contract for the said work is fully executed with a third party, whichever is earlier.
 3. The **Schedule of Rates** (Annexure–IV) duly filled and signed by me/us is enclosed in a separate envelope subscribing as ‘Schedule of Rates’.
 4. I/We clearly understand that this will be opened on a subsequent date only if my/our ‘pre-qualification bid’ is accepted by CONCOR.
 5. I/We do hereby declare that the entries made in the tender document and the annexures attached therein are true.

Yours faithfully,

SIGNATURES OF WITNESSES

1..... 1.....
 2..... 2.....

TENDERER'S ADDRESS

ADDRESSES OF WITNESSES
 1. _____
 2. _____

TELEGRAPHIC ADDRESS: _____

TELEPHONE NUMBERS: _____

ANNEXURE-II
CONTAINER CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

AGREEMENT FOR ACTING AS SURVEYOR FOR CONTAINER CORPORATION OF INDIA LTD. AT ICD PITHAMPUR, RAIL HEAD/PROPOSED ICD RATLAM, ICD CHINCHWAD, MUMBAI PORT AND DCT TURBHE, CFS MULUND (EAST), SHAMBHUPURA (SMP), CHANDERIA (CNA) AND MANGLIYAGAON

Contract Agreement No. _____ Dated _____

This agreement is made on this _____ date of _____ 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, Mumbai (hereinafter called CONCOR), of the one part and _____ and carrying on business at _____ under the name of _____ (hereinafter called the surveyor which expression shall be deemed to include his / their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees), of the other part for the purpose of performing all the work of survey services at ICD Pithampur, Rail Head/Proposed ICD Ratlam, ICD Chinchwad, Mumbai Port and DCT Turbhe, CFS Mulund (East) , Shambhupura (SMP), Chanderia (CNA) and MANGLIYAGAON.

Whereas the contractor 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, the surveyor shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and deligence 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 the surveyors observe and honors the said terms and conditions of the contract, CONCOR will pay or caused to paid to the agency for the services, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

IN WITNESS WHEREOF the said parties have here under set their hands the day and year first above written.

SURVEYOR

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

WITNESSES

WITNESSES

1. _____

1. _____

2. _____

2. _____

ANNEXURE-III

CONTAINER CORPORATION OF INDIA LTD.

BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, Western Region, 5th floor, New Administrative Building, Central Railway, D.N.Road, Mumbai 400 001, having its registered office at CONCOR Bhavan, C-3, Mathura Road, Opp.Appolo Hospital, New Delhi-110076, having agreed to permit M/s. _____ (hereinafter called the said Surveyor) to provide survey services at Container Terminals at Pithampur(Indore), Rail Head/Proposed ICD Ratlam, ICD Chinchwad(Pune), Mumbai Port and DCT Turbhe, CFS Mulund (East) , Shambhupura (SMP), Chanderia (CNA) and Mangliyagaon on the terms and conditions of the agreement on production of a Bank Guarantee for Rs.2 lakhs only (Rupees Two lakhs 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 for Rs.2 lakhs only (Rupees Two lakhs only) 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 the survey contractor to carry survey services in contravention of the terms and conditions contained in the said agreement.

2. We _____ Bank, do hereby undertake the promise to pay the amount due or payable under this guarantee without any demurrage, merely on a demand from the Chief General Manager, Container Corporation of India Ltd., Western Region, 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 Survey Contractor to follow any of the terms and conditions contained in the said agreement or by reason of the survey contractors failure to perform the said operations correctly. 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 for Rs.2 lakhs only (Rupees Two lakhs 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.

Contd...page...2/-

- 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 contractor 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 handling and transport contractor 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

ANNEXURE-IV

SCHEDULE OF RATES

TO BE ENCLOSED IN ENVELOPE MARKED AS “B” FINANCIAL BID

Contract for Providing Survey Services at ICD PITHAMPUR

Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item. No.	Job Description	Rates per container	Anticipated Annual Volume
1.	External/Internal survey of the containers i.e. Export + Import containers including all activities like Loaded/Empty arrival/departure on CONCOR/Pvt.Trailers) including all activities mentioned in the chapter Scope of Work	Rs. _____ (In Figures) Rs. _____ (In Words)	39160
2.	Detailed survey of the cargo, container, Export ICD stuffing etc. including all activities mentioned in the Chapter Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	950
3.	Detailed survey of the cargo, container, Import ICD destuffing/Direct Loading etc. including all activities mentioned in the chapter Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	910

Note : For ICD Pithampur

1. Loaded+Empty Arrival= Export Loaded arrival after factory stuffing, Import Loaded/Empty Repo arrival from Ratlam, Import Empty arrival after factory destuffing.
2. Loaded+Empty Departure= Export loaded/Empty BSL departure to Ratlam, Export Empty departure for factory stuffing, Import Loaded departure for factory destuffing.

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE-IV

SCHEDULE OF RATES

TO BE ENCLOSED IN ENVELOPE MARKED AS “B” FINANCIAL BID

Contract for Providing Survey Services at Rail Head/Proposed ICD Ratlam

Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item No.	Job Description	Rates per container	Anticipated Annual Volume
1.	External/Internal survey of the containers i.e. Export + Import containers including all activities like Loaded/Empty arrival/departure (including all activities mentioned the chapter Scope of Work)	Rs. _____ (In Figures) Rs. _____ (In Words)	16270
2.	Detailed survey of the cargo, container, Export ICD stuffing etc. including all activities mentioned in the Chapter Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	400
3.	Detailed survey of the cargo, container, Import ICD destuffing/Direct Loading etc. including all activities mentioned in the chapter Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	400

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE-IV

SCHEDULE OF RATES

TO BE ENCLOSED IN ENVELOPE MARKED AS “B” FINANCIAL BID

Contract for Providing Survey Services at ICD CHINCHWAD

Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item No.	Job Description	Rates per container	Anticipated Annual Volume
1.	External/Internal survey of the containers including all activities mentioned in Chapter Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	600
2.	Detailed survey of the cargo, container, stuffing etc. including all activities mentioned in Chapter Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	10
3.	Detailed survey of the cargo, container, destuffing etc. in inward containers including all activities mentioned in Chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	15

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE-IV

SCHEDULE OF RATES

TO BE ENCLOSED IN ENVELOPE MARKED AS “B” FINANCIAL BID

Contract for Providing Survey Services at MUMBAI PORT

Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item No.	Job Description	Rates per container	Anticipated Annual Volume
1.	External/Internal survey of the containers including all activities mentioned in chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	1449

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE-IV
SCHEDULE OF RATES
TO BE ENCLOSED IN ENVELOPE MARKED AS "B" FINANCIAL BID
Contract for Providing Survey Services at DCT TURBHE
Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item No.	Job Description	Rates per container	Anticipated Annual Volume
1.	Detailed survey of the cargo, container, Terminal stuffing etc. including all activities mentioned in Chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	2157
2.	Detailed survey of the cargo, container, Terminal destuffing etc. in inward containers including all activities mentioned in chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	700
3	Detailed survey of containers for factory stuffing including all activities mentioned in Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	3536
4	Detailed survey of containers for factory de-stuffing including all activities mentioned in Scope of Work.	Rs. _____ (In Figures) Rs. _____ (In Words)	410
5	Survey of Loaded Inward/outward Reefer containers with respect to its cargo and components.	Rs. _____ (In Figures) Rs. _____ (In Words)	9277
6	Survey of Empty Inward/Outward Reefer containers with respect to its cargo and components.	Rs. _____ (In Figures) Rs. _____ (In Words)	7865

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE-IV

SCHEDULE OF RATES

TO BE ENCLOSED IN ENVELOPE MARKED AS “B” FINANCIAL BID

Contract for Providing Survey Services at **CFS Mulund East**

Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item No.	Job Description	Rates per container	Anticipated Annual Volume
1.	External survey of the containers including Gate entries and all activities mentioned in chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	74400
2.	Internal survey of the containers including Gate Entries and all activities mentioned in chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	19200
3	Detailed survey of the containers including Gate Entries and all activities mentioned in chapter Scope of Work..	Rs. _____ (In Figures) Rs. _____ (In Words)	120

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE-IV

SCHEDULE OF RATES

TO BE ENCLOSED IN ENVELOPE MARKED AS “B” FINANCIAL BID

**Contract for Providing Survey Services at SHAMBHUPURA (SMP), CHANDERIA (CNA)
AND MANGLIYAGAON**

Schedule of Rates

Schedule of Rates: The tenderer should quote for the following:

Item. No.	Job Description	Rates per container	Anticipated Annual Volume
1.	External/Internal survey of the DSO containers (i.e. Inward + Outward) including all activities like Loaded/Empty arrival/ departure on rakes including all activities mentioned in the chapter Scope of Work	Rs. _____ (In Figures) Rs. _____ (In Words)	9250

Signature of the Tenderer _____

Name of the authorized signatory _____

Stamp and date

ANNEXURE V

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.