

NOTICE INVITING TENDER

CONTAINER CORPORATION OF INDIA LTD.

TENDER NOTICE

Tender Ref.No. : CON/NWR/Tenders-II(a)/AMC-Electrical/2009/38

CONCOR invites sealed tenders for the following work:

Brief Description of Work: Tender for the AMC of electrical Installation for CONCOR NWRO, Sabarmati, Vadodara, Ankleshwar, Gandhidham, Khodiyar, Mundra and Pipavav Office

Estimated Cost of Contract	Rs.29.53 Lakhs for Three years
Cost of Tender Document	Rs.1000/- + 5% VAT
Earnest Money	Rs.20,000/-by Demand Draft in favour of Container Corporation of India Ltd, payable at Ahmedabad
Date of Sale of Tender	From: 11.02.2010 To 10.03.2010 from 10:00 to 18:00 hours
Pre-Bid meeting	23.02.2010 at 15:00 hrs
Date of Tender Submission	11.03.2010 at 15:00 hrs
Date of Tender Opening	11.03.2010 at 15:30 hrs

For eligibility criteria and other detail, please long on to www.concorindia.com or for more details please contact: O/o The Chief General Manager, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009.

Chief General Manager



CONTAINER CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)

OPEN TENDER

FOR

THE ZONAL ANNUAL MAINTENANCE OF ELECTRICAL FITTINGS, FIXTURES, SUB – STATION, DG Sets, FLOOD LIGHT TOWERS, HT & LT PANELS, WAREHOUSE LIGHTING AND LT POWER CABLING WORK AND OTHER ALLIED ELECTRICAL WORKS IN CONTAINER YARD, ADMINISTRATIVE BUILDING, WARE HOUSE etc.

AT

**NORTH WEST REGIONAL OFFICE (NWRO),
INLAND CONTAINER DEPOT, SABARMATI (SBI),
INLAND CONTAINER DEPOT- VADODARA (VCC),
COMBINED CONTAINER DEPOT- ANKLESHWAR (AKV),
COMBINED CONTAINER TERMINAL- GANDHIDHAM (GIM),
DOMESTIC CONTAINER TERMINAL- KHODIYAR (KHDB),
CONCOR OFFICE – Mundra Port and
CONCOR Office – Pipavav Port**

TENDER DOCUMENT

Tender No: CON/NWR/Tenders-II(a)/Zonal AMC-Electrical/2009/38

Cost of Tender : Rs.1050/- (Incl. 5% VAT)

C O N T E N T S

BIDDER is advised to go through the document and submit the offer in a sealed envelope.

The Tender form complete in all respects, should be placed in one sealed envelope should be super scribed “**TENDER FOR THE ANNUAL MAINTENANCE OF ELECTRICAL INSTALLATIONS FOR CONCOR NWRO, SBI, VCC, AKV, GIM & KHDB, Mundra Office, Pipavav Office**”

BID SHOULD CONTAIN:

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This tender document consists of 47 pages printed on one side. The tenderer is requested to check that the tender document is complete while receiving the same. The tender document is not transferable under any circumstances. All pages of this document should be signed by intending tenderer or such person as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission. None of the folio should be retained.

TENDER FORM

CON/NWR/Tenders-II(a)/Zonal AMC-Electrical/2009/38

Tender Form Fee: Rs.1050/-(incl.VAT)

OPEN TENDER FOR THE ZONAL ANNUAL MAINTENANCE OF ELECTRICAL FITTINGS, FIXTURES, SUB – STATIONS, DG Sets, MOTORS, PUMPS, FLOOD LIGHT TOWERS, HT & LT PANELS, WAREHOUSE LIGHTING AND LT POWER CABLING WORK AND OTHER ALLIED ELECTRICAL WORKS IN CONTAINER YARD, ADMINISTRATIVE BUILDING, WARE HOUSE etc., AT CONCOR NWRO,SBI, VCC, AKV, GIM & KHDB, Mundra office, Pipavav Office.

1. Serial number assigned to the Tender Form: - -----
2. Date of Sale / Issue: -----
3. Name of the Applicant to whom the Tender Form was sold / issued: -----
4. Full Address of the Applicant: -----

5. Sealed Tender Forms should be received upto 11.03.2010 on 15:00
6. CONCOR will hold a pre-bid meeting on 23.02.2010 at 15.00 hrs in the office of CGM/NWR/CONCOR, which may be attended by the Tenderers, or their representatives to clarify any of the doubts that tenderers may have regarding interpretation of any terms and conditions contained in the document.
6. Tenders containing Pre-qualification bids will be opened in the office of CGM/NWR, CONCOR, NORTH WEST REGION, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009 at 11.03.2010 hrs on 15:30

Office Seal

Full Signature of the Official
Issuing Tender Form

Name in Block Letters-----

Designation -----

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.

- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Chief General Manager, North West Region, Container Corporation of India Limited, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009, on or before 15:00 hrs. on 11.03.2010.

FOR CONTAINER CORPORATION OF INDIA LTD.

**CHIEF GENERAL MANAGER
NORTH WESTERN REGION**

SECTION I
TENDER NOTICE

Container Corporation of India Ltd invites sealed Tenders as per time, date & other instructions given in the tender document enclosed.

Name of work:

ZONAL ANNUAL MAINTENANCE COF ELECTRICAL FITTINGS, FIXTURES, SUB – STATIONS, DG Sets, MOTORS, PUMPS, FLOOD LIGHT TOWERS, HT & LT PANELS, WAREHOUSE LIGHTING AND LT POWER CABLING WORK AND OTHER ALLIED ELECTRICAL WORKS IN CONTAINER YARD, ADMINISTRATIVE BUILDING, WARE HOUSE etc., AT CONCOR NWRO,SBI, VCC, AKV, GIM & KHDB, Mundra office, Pipavav Office.

- ❖ Estimated Cost Rs. 29.53 Lakhs (approximately).
- ❖ Earnest Money Rs.20,000/- (In the form of DD drawn in favour
of Container Corporation of India Ltd. payable
at Ahmedabad).

- ❖ Period of Contract -- **Two (02) Years extendible by one more year.**
- ❖ Last date and time of receipt of bid 11.03.2010 at 15:00 Hrs
- ❖ Date & Time for opening of the bid 11.03.2010 at 15:30 Hrs

- ❖ Place of opening of bid Container Corporation of India Ltd.
NORTH WEST REGION, B-301, SAKAR-VII,
Nehru Bridge Corner, Ashram Road,
Ahmedabad – 380009.

Qualification Criteria:

The bid is to be submitted in a sealed envelope duly superscribed with Name of Work and Tender No. CON/NWR/Tenders-II(a)/Zonal AMC-Electrical/2009/38 and shall contain the following. The Bidder should submit the following documents along with the BID.

- i) Earnest money of **Rs.20,000/-** (Rupees Twenty Thousand only) in the form of Demand draft only.
- ii) Average annual turnover during the last three financial years i.e. 2006-07, 2007-08 and 2008-09 should not be less than Rs. 1.48 Lakhs (Rs One Lakh Fourty Eight Thousand Only). The information shall be supported by Audited balance sheet and P & L Accounts
- iii) Contractor should have carried out annual maintenance contract of electrical installations Viz., Sub Station, DG Set HT & LT Panels inclusive of high mast maintenance and warehouse maintenance in Govt./Semi-Govt./PSU's/ reputed private organisation to the tune of **Rs 10 lacs in any previous two financial years out of three financial years** i.e 2006-07, 2007-08 and 2008-09. Party should give proof of having experience of at least of three years to undertake / undertaking similar such works for Government Agencies / PSU's / Reputed Private Sector / Firms by way of relevant certificates or copy of Contract Agreement.

- iv) The contractor must have valid Electrical Contractor license for working as electrical contractor issued by AP State Administration or of the state in which the contractor is working.
- v) Copy of PAN should be enclosed. Registration of Provident fund, ESIC, Service tax if any should be enclosed.
- vi) Attested copies of Affidavit for sole proprietorship/partnership deed/ Memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc. Attested copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- vii) List of permanent technical personnel employed by the tenderer, in the following Proforma.
 - Name of employees
 - Their qualifications
 - Designations of personnel
 - Employment period with details
- viii) Any other information, which the contractor may like to submit in support of his capabilities, etc
- ix) Special conditions of contract duly read and signed on all pages.
- x) Instructions to tenderers read and signed on all pages.
- xi) Letter of submission of tender. Technical specification read and signed on all pages
- xii) Meeting all other requisites laid down in this tender document elsewhere.

NOTE:-

- Bids not accompanied by Earnest money will be out rightly rejected.
- No Interest shall be paid on EMD.
- Tender documents can also be downloaded from www.concorindia.com and tender can be submitted along with a separate draft towards the cost of the tender form.
- In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the Tender/Contract.
- The tenderer has to indemnify CONCOR for any loss, which accrues due to such alteration in the terms and condition of tender document.

CHIEF GENERAL MANAGER
NORTH WEST REGION

Note: Fax / Telex and incomplete offers will be rejected. The Container Corporation of India Ltd reserves the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons whatsoever.

SECTION II
INSTRUCTIONS TO BIDDERS

1. Brief Description of Work

- 1.1 The tender is for the ANNUAL MAINTENANCE OF ELECTRICAL FITTINGS, FIXTURES, SUB – STATIONS, DG Sets, MOTORS, PUMPS, FLOOD LIGHT TOWERS, HT & LT PANELS, WAREHOUSE LIGHTING AND LT POWER CABLING WORK AND OTHER ALLIED ELECTRICAL WORKS IN CONTAINER YARD, ADMINISTRATIVE BUILDING, WARE HOUSE etc., AT CONCOR NWRO, SBI, VCC, AKV, GIM & KHDB, Mundra office, Pipavav Office.
- 1.2 The scope of work defined is only indicative and defined only to give an idea to the work. However, the tenderer is advised in his own interest & cost to visit the site mentioned above and acquaints him with all local conditions. The Tenderer should get himself familiarized with location / Area of the working place before quoting the rates. ICD, Sabarmati is going to be shifted to Khodiyar shortly. In this case, the contractor has to shift his staff from Sabarmati to Khodiyar for which no additional payments would be made.
- 1.3 Period of contract is for Two years extendible by one more year on mutual consent.
- 1.4 Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and submit their tender duly sealed.
- 1.5 Container Corporation of India Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
- 1.6 Time is the essence of the contract and the work is to be completed as per the time of completion including stage completion as stipulated in the **Special Conditions of Contract, Section -IV**.
- 1.7 Operations and running of DG sets and day-to-day maintenance of water pumping sets, starter, control system and DG set except ‘Periodic Over Hauling’.
- 1.8 Monitoring of power consumption & Recording of meter readings. The electrical contractor has to take inventory before taking over the contract and submit a copy of the same to CONCOR.
- 1.9 The indicative quantities of electrical fitting, control gears, fans, wiring points and cables etc., to be maintained are given in the inventory list. The quantity of items for maintenance may increase from that specified in list during the currency of the contract period for which no extra amount will be paid.
- 1.10 This includes complete periodical overhaul, preventive maintenance schedule, day-to-day maintenance, and regular cleaning of luminaries, fans, control board etc., to repair/replacement of defective items, to attend failure/breakdown for rectifying defect.

- 1.11 All works related to lowering and hoisting of the high mast assembly from/to any position for maintenance of flood lights or alternatively climb up the high mast towers for carrying out necessary maintenance works, supply cable, fixing supports and wire ropes during the contract period will be done by the contractor to the satisfaction to CONCOR. The contractor will arrange the facilities required for the same.
- 1.12 Checking for insulation leakage and checking of CT, PT and bus bars should be done for maintain the system in efficient manner. All the panel, electrical installations, substations and electrical equipment should be maintained cleanly. The contractor has to maintain daily logbook for operation and maintenance of sub stations and other electrical installation and the same should be verified by CONCOR representative.
- 1.13 Tools and tackles of breaker operation, keys of panels should be properly handed over during shifts. The contractor should repair the panel hinges, doors, latching if any during the contract period.
- 1.14 The cable should be laid in accordance to the IS standard or as specified by the CONCOR. Routing of the cable should not infringe with the day to operation of the terminal. Cable should be properly supported or laid in a definite channel, trench or conduits.
- 1.15 The successful tenderer will be required to maintain all the earthing installation in good conditions all the time. For this it is necessary to check up all the earthing locations once a year on a dry day during the dry season and record the result in a year. These results shall be jointly checked and signed in a register by the contractor and Concor representative. The resistance value of each earthing strip should be less than 1 ohm. The panel bus bar meggering should be done once in a year.
- 1.16 **STAFF:** The Contractor shall provide manpower as per the requirement mentioned in the in special conditions of the contract.

2.0 General Instruction to Bidders

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in two separate sealed envelopes. Both the sealed envelopes should thereafter be sealed in one envelope and duly superscribed as “**Tender for Zonal Electrical work AMC for terminals of NWR**” on or before 15:00 hours on 11.03.2010 at CONCOR North West Region office, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009.

The first sealed envelope should contain all the documents listed in the Section- I on “**Qualification Criteria**” Regarding Pre-Qualification Bids. Please ensure that all the documents listed in this chapter are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly superscribed as “**Tender for Zonal Electrical works AMC for terminals of NWR : Pre-Qualification Bid**”.

Please note that the tenders containing 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.

The second sealed envelope should contain only the Schedule of Rates (Section –V B,C&D) completely filled by you. Please ensure that each page of the Schedule of Rates is signed by you or your authorised representative before submitting it. This envelope should be clearly superscribed as "**Tender for Zonal Electrical works AMC for terminals of NWR : Financial Bid**".

Your offer should be submitted in a sealed envelope duly superscribed "**Tender for Zonal Electrical Works AMC for terminals of NWR**". This envelope should contain two sealed cover 'A'- superscribed as "Technical Qualification Bid for Electrical AMC for terminals of NWR ", and Cover 'B' superscribed as "Financial bid for Electrical AMC for terminals of NWR ". 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.

The envelopes containing the "Pre-Qualification Bid" only will be opened at 15:30 hrs on 11.03.2010. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers.

The envelopes containing the "Financial Bids" will be kept in sealed condition with CONCOR and financial bids of only such Tenderers who qualify after consideration of the "Pre-Qualification Bids' will be opened on a subsequent date and time to be notified to the qualified Tenderers.

Any offer received after 15:00 hrs on 11.03.2010 but before the opening of tender box at 15:30 hrs on 11.03.2010 will be considered to be a delayed/late tender. CONCOR reserves the rights to consider or reject such tenders.

It may please be noted that CONCOR reserves the right to

- Accept or reject any or all of the pre-qualification bids in part or in full, without assigning any reasons.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest, without assigning any reasons.
- To extend the date of submission of the tender.
- Relax the tender conditions at any stage, if considered necessary for the purpose of finalising the contract in overall interest of CONCOR and Trade.
- By pass a tenderer who may be in the same line of business and competing with CONCOR.
- Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer i.e. L-1.

- Disqualify the tenderers black listed by State / Central Govt. undertakings / PSUs.

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

3.0 SCHEDULE OF RATES-(SECTION-V) The Bidder should submit the schedule of rates along with the BID

Schedule of Rates shall contain the following:

- 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 authorised signatory.
- The schedule of rates should be filled in carefully after considering all the aspects of work as described in “Scope of Work” and “Terms and Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the ground that the tenderer had not understood the work envisaged by this contract, or did not understand or did not have full knowledge of site conditions, method of working of CONCOR terminals, various laws applicable to the work relating to CONCOR terminals, labour laws and local labour practices.
- Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorised signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.
- The rates quoted in the Schedule of Rates should be reasonable and workable. The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- Rates for all items of work described in Schedule of Rates should be quoted both in words as well as in figures. **If there is variation between the rates quoted in “figures” and in “words” only the rate quoted in words shall be taken to be as correct and valid.** If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- Tenderers shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.
- The rates quoted in SCH-A, are excluding service tax. However, CONCOR will reimburse the service tax after submission of the proof. The rates quoted in SCH-A-1 & A-2 should not include any provision for spares.

- The bidder has to quote minimum monthly wages notified by the Central Government for skilled electrician. If the bidder quotes less than the minimum monthly wages his bid will be summarily rejected. The monthly wages will be subject to revision (increase or decrease) as and when there is any revision notified by the Central Government under the above head and the same rates shall be paid prospectively to the agency for further payment to their employees.
- The quote of tenderer in Schedule –A-1 & A-2 of Section –V-B should link to minimum wages notified by the Central Government at the time of Submission of Tender. A copy of latest circular issued by the office of the regional labour commissioner should be enclosed for verification of rates considered in your quote. The percentage variation in the basic rate of minimum wages would be considered for escalation/de-escalation of the contract rates.

Earnest money Deposit (EMD):

- I. The Bidder shall furnish as part of its bid, Earnest Money to the amount of Rs.20,000/- (Rupees Twenty Thousand Only) in the form of pay order or demand draft only.
- II. Unsuccessful bidder's earnest money will be discharged / returned as promptly as possible without any interest.
- III. The successful bidder's earnest money will be adjusted against the Security deposit. However no interest would be paid on EMD.
- IV. The earnest money may be forfeited:
 - a) If a Bidder withdraws his bid during the period of bid validity specified by the bidder.
 - b) In case of a successful bidder, if the bidder fails to sign the Contract or to furnish performance security.

Period of validity of bid:

The bid shall remain valid for 120 days after the date of bid opening.

Submission of Bids:

- a) BIDDER is advised to go through the document carefully and submit the offer in a sealed envelope.
- b) All offers shall be made available in hard copies as specified in the technical specifications and should be signed by the authorised signatory of the firm on all the pages of the hard copy. The participant/representative should bring along with him the representation or authorisation letter on the company's letterhead.
- c) All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
- d) The bid should be submitted in the prescribed bid form given in Section- V of this document and bidder should quote for all the items that are listed in Section-V of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the

relevant column of the bid form. All relevant product literature must be enclosed with the bid.

- e) Bidder shall prepare the bid and submit it sealed in an envelope addressed to the CONCOR. The envelope should bear the name of bidder, along with the tender number and the date of opening of the tender.
- f) Late/Conditional/Incomplete tenders will be rejected. No bid may be modified subsequent to the deadline for submission.
- g) The tender submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

Last date for receipt of bids:

All bids in sealed cover must be delivered to the office of the Container Corporation of India Ltd., NORTH WEST REGION, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009 not later than 15:00 hrs. on 11.03.2010. Bids must be deposited in the nominated Tender Box.

Opening of Bids:

Bids will be opened in the presence of the bidders' or their representatives who choose to attend at their own cost, at 15:30 hrs on 11.03.2010 at Container Corporation of India Ltd., NORTH WEST REGION, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009

- a) The bidders' representatives who will be present shall sign in the designated register evidencing their attendance. In the event of the specific bid opening being declared a holiday for the CONCOR, the bid shall be opened at the same time and location on the next working day.
- b) The bidders' names, bid withdrawals, presence of Earnest money, discount and such other details as the CONCOR may consider appropriate will be announced at the opening of bids,

Evaluation of Bids:

- a) CONCOR will examine the bids to determine whether:
 - i) They are complete.
 - ii) They are free from computational errors.
 - iii) Required securities and documents have been furnished.
 - iv) The documents have been properly signed;
- b) Arithmetic errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy between words and figures, only the rates quoted in words shall be taken to be as correct and valid.

SECTION –III

General Conditions of Contract

1. **Definitions**

In this Contract the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered between the CONCOR and the Contractor, Supply the goods or services. It consists of the following documents:
 - i) Agreement
 - ii) Letter of Acceptance/Notification of Award
 - iii) Bid
 - iv) Contract Data
 - v) Conditions of Contract including Special Conditions of Contract
 - vi) Bill of Quantity
 - vii) Any other document listed in the Contract Data as forming part of the contract.

- b) "The Contractor / “The Service Provider “ means the individual or firm/company undertaking for providing the services to and/ or Supply, Commissioning and Install for CONCOR under this contract

2. **Application & Standards**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of this bid document.

The Tender containing the omission or alterations are liable to be rejected.

If the tenderer deliberately gives wrong information or suppresses/conceals any information/ facts in his tender which shall be favourable for acceptance of his tender OR creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject at any stage of execution without any financial liability.

The material supplied, if any, under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned; to the authoritative standard appropriate to such standards shall be the latest issued by the concerned institution.

3. **Acceptance of Tender:**

- a) CONCOR shall not give any intimation to the unsuccessful bidders about the fact of rejection of their tender.
- b) CONCOR reserves the right to negotiate with the lowest tenderer.**
- c) Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderer.

4 Signing of Contract

- a) CONCOR will notify the successful bidder that its bid has been accepted; the CONCOR will send the Bidder the Contract Form incorporating all agreements between the parties.
- b) Within 07 days of receipt of Contract Form, the successful Bidder shall come to CONCOR office and sign the Contract.

5. PERIOD OF CONTRACT

The period of contract shall normally be for Two (02) years to be reckoned from the date of acceptance/acknowledgement in writing of the letter of intent to be issued by CONCOR. The contract may however be extended by another year on mutually agreed rates, terms and conditions. The letter of intent shall be firmed up with a contract agreement, subsequently. However, the letter of intent shall authorise the successful bidder to commence the work within 10 days of the acceptance/acknowledgement of the letter of intent or the first day of the subsequent calendar month whichever is earlier.

5.1 SERVICE DURING POST CONTRACT PERIOD.

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

6. Earnest Money & Security Deposit:

- 6.1 Unsuccessful bidder's Earnest money will be discharged / returned as promptly as possible without any interest.
- 6.2 The successful bidder's earnest money will be adjusted against the Security deposit.
- 6.3 The earnest money may be forfeited:
 - a) If a Bidder withdraws his bid during the period of bid validity specified by the bidder.
 - b) In case of a successful bidder, if the bidder fails to sign the Contract or to furnish security deposit.
- 6.4 Within 10 days after the Contractors receipt of Notification of Award, the Contractor shall furnish security deposit to the CONCOR.
- 6.5 **Security deposit** on acceptance of the tender is Rs.82,000/- (Rupees Eighty Two Thousand only). The earnest money deposited with the tender will be converted into initial security deposit. The Security deposit shall be in one of the following forms:
 - a. A Bank guarantee issued by a nationalized / scheduled bank located in India, and in the form provided in the Bidding Documents or another form acceptable to the CONCOR; or
 - b. A Nationalized / Scheduled bank's pay order or demand draft in favour of 'Container Corporation of India Ltd.' payable at Ahmedabad.

- 6.6 The security deposited unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Respective Terminal Incharge / Manager to the effect that the work is completed satisfactorily and maintained in all respects for the period specified in the contract.
- 6.7 No interest will accrue on the Security Deposit under any circumstances. Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within ten days of the acceptance of the tender, the Earnest Money Deposit mentioned above will be forfeited by CONCOR in full, without prejudice to any further rights or remedies in this regard for breach of contract.
- 6.8 The Competent Authority, CONCOR may, at his discretion, increase the amount of security deposit, mentioned above, proportionate to the increase in the volume of the work, but not exceeding 50% of original security deposit. The decision of the Competent Authority, CONCOR, with regard to the volume of work and the value of the security deposit shall be final and will be binding on the contractor.
- 6.9 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract or any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 6.10 The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, **leading to pre-mature termination of the contract**, without prejudice to CONCOR's other rights and remedies available under law.

7 REFUND OF SECURITY DEPOSIT

- 7.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within four calendar months after termination of the contract and on issuance of "No Claim Certificate" by Contractor and also "No Dues Certificate" by the Terminal Manager/In charge.
- 7.2 In the event, of any dispute arising between CONCOR and 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 the dispute is settled and determined. The contractor

shall have no claim for compensation or otherwise for any such detention made by CONCOR. 9924921100

Prices:

Price charged by the bidder for any goods and services under the Contract shall not vary from the prices quoted by the bidder in its bid during the tenure of this contract except otherwise as per Clause 3, Chapter-II.

8.0 Payment terms

- 8.1 Payment shall be made on monthly basis on receipt of bill from contractor duly verified by field staff/authorised person of CONCOR and as certified by the CONCOR Official.
- 8.2 The agency shall submit the bill after making payments to his workers every month. Payment for each calendar month will be released only once relevant PF & ESIC challans are provided as a proof of payment made to PF & ESIC for respective month along with photocopies of attendance and payment register.
- 8.3 The payment will be made in the form of DD/Cheque after deducting TDS, Security Deposit & Works tax. However any delay in payment will not confer any right on the contractors to claim interest or to stop the work or hamper the service or in any manner.
- 8.4 The agency shall make regular and full payment of Wages to their employees as per the payment of wages Act-1936 and payment should be made on or before 7th of every month without fail.
- 8.5 **Time limit for submission of bills:** The contractor shall make a claim for the work done under this contract to CONCOR within 3(three) months of such service. If he does not prefer a claim within 3 months he shall be deemed to have waived his right in the respect and shall not be entitled to any payment thereof. However, right to waive the above rests with Chief General Manager.
- 8.6 **Post Payment Audit:** CONCOR reserves itself the right to carryout a post payment audit and or technical examination of the work and the final bill including supporting vouchers, abstracts etc., and to make a claim on the contractor for the refund any excess amount paid to Contractor if as a result of such examination any over payment to him discovered to have been made in respect of any works done or called to have been done by him under the contract.
- 8.7 **A lien in respects of claims in other contracts:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the COCNOR, against any claim of this or any other CONCOR or any other department of the Central Government in respect of payment of a sum of money arising out of or under any other contracts made by the contractor with this or any other department of the Central Government. It is an agreed terms of the contract that the sum of money so withheld or retained under this clause by the CONCOR will be kept withheld or retained as such by the CONCOR till the claim

arisen out of or under any other contracts is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have to no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

9. PENALTY:

- 9.1 The contractor shall at all time ensure that his performance is satisfactory failing which CONCOR shall be at the liberty to get the affected work done through any other agency at the risk and cost of the contractor. The expenses incurred shall be recovered from any money due to him or from his security deposit.
- 9.2 If the Contractor fails to execute the works wholly or partially and related services within the time period specified from time to time by Terminal Incharge/Manager, CONCOR shall without prejudice to its other remedies available under the Contract, deduct from the Contract price as liquidated damages, a sum equivalent to 0.5% (one half of one percent) of price of the delayed works or unperformed services for each week or part thereof, of delay until actual delivery or performance, upto a maximum deduction of 10 % of Contract price. Once the maximum is reached, CONCOR may consider Forfeiture of its performance security or termination of the Contract for default including execution of works from alternative sources at the risk and cost of the supplier.
- 9.3 Penalty of upto Rs 1000/- per case, shall be levied at the sole discretion of Terminal Incharge/Manager if the electrician deployed is found to be absent, abnormally, or unsatisfactory performance or any failure at any time on the part of tenderer to comply with the terms and provisions of this contract to the satisfaction of CONCOR.

10.0 Force Majeure:

In the event of any unforeseen event directly interfering with the execution of works arising during the currency of the contract such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restriction, or acts of God,. The Contractor shall, within a week from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof. If the Force Majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of commencement of such Force Majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

However, any strike, lockout or disorder solely restricted to the employees of the contractor will not be covered as a Force Majeure Event.

11 Termination by default:

- 11.1 CONCOR may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to bidder, terminate the Contract in whole or part:

- a) If the bidder fails to provide required services within the time period specified in the Contract or any extension thereof granted by the CONCOR.
- b) If the bidder fails to perform any other obligation(s) under the Contract.

12 TERMINATION FOR CONVENIENCE

- 12.1 CONCOR may, by giving 30 days notice to the Contractor, to terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the CONCOR's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 12.2 The Works that are complete and ready for handover within 7 days after the Contractors receipt of notice of termination shall be paid by the CONCOR at the Contract terms and prices. For the remaining Works, the CONCOR may elect:
 - (a) To have any portion completed at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the contractor an agreed amount for partially completed works.

13 EXIT CLAUSE

CONCOR will have the liberty to terminate the contract by giving an advance notice of 30 days without assigning any reason in case there are strong business reasons for it to do so as determined by its management.

14 Resolution of Disputes through ARBITRATION:

- 14.1 The CONCOR and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 14.2 In the event of failure to resolve a dispute the disputes shall be referred to the sole arbitrator appointed by Director/CONCOR.
- 14.3 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; 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 Director, CONCOR, and if Director, CONCOR is unable or unwilling to act, to the sole arbitration of any such person appointed by the Director, CONCOR,

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

- 14.4 If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the Director, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 14.5 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.
- 14.6 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 14.7 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.
- 14.8 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.
- 14.9 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 14.10 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 14.11 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 14.12 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

15.0 CLAIMS:-

- 15.1 The contractor shall not be entitled to make any claim whatsoever against the CONCOR under or by virtue of or arising out of this contract, nor shall the CONCOR entertain or consider any such claim if made by the contractor, after he shall sign a "NO CLAIM CERTIFICATE" in favour of the CONCOR, in such a form as shall be required by the CONCOR, after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by "NO Claim Certificate" or demanding a reference to Arbitration in respect thereof.

16 Applicable Law

16.1 The law shall govern the Contract for time being in force in the Republic of India.

17 Notices

17.1. Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax / telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Taxes and Duties

18.1 Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the Contracted Work. No tax or duty except Service tax on production of proof of remittance will be payable by the CONCOR.

19 Communication to be in writing:

19.1 All notices, communication, references and complaints made by the CONCOR and Contractor inter-se concerning the works shall be in writing and notices, communication, references or complaints not in writing shall be recognized.

20 Quality of Work/Supplies:

20.1 All the works/ supplies carried out by the contractor shall be of the best quality and shall be to the entire satisfaction of the CONCOR.

21 Confidentiality of official documents

21.1 The documents/drawings and information etc., which supplier would come across in the normal course of the execution of this contract will not be divulged to any other party without the written permission from CONCOR.

22 GENERAL

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

For, Container Corporation of India Limited

Chief General Manager
North West Region

All the terms and conditions listed from Para 1 to 22 along with sub-paras in this chapter, tender letter, other chapters and annexures of this tender document in terms of sub Para 1.3 of this chapter have been read carefully, have been understood and are accepted.

Name :

Address

Designation:

Tel Nos

For & on behalf of

Fax No.

e-mail address

LETTER OF SUBMISSION OF TENDER

From :

To:

Chief General Manager
Container Corporation of India Ltd.,
B-301, SAKAR-VII,
Nehru Bridge Corner,
Ashram Road, Ahmedabad – 380009

Sub: TENDER FOR THE ZONAL ANNUAL MAINTENANCE OF ELECTRICAL FITTINGS, FIXTURES, SUB – STATIONS, DG Sets, MOTORS, PUMPS, FLOOD LIGHT TOWERS, HT & LT PANELS, WAREHOUSE LIGHTING AND LT POWER CABLING WORK AND OTHER ALLIED ELECTRICAL WORKS IN CONTAINER YARD, ADMINISTRATIVE BUILDING, WARE HOUSE etc., AT CONCOR NWRO, SBI, VCC, AKV, GIM & KHDB, Mundra office, Pipavav Office.

Dear Sirs,

Having examined the Tender Documents consisting of Special conditions of contract, notice/letter inviting tenders, instructions to tenderers, technical specifications, Drawings, Time Schedule, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, relative to the work tendered for in connection with the Project, and having conducted a thorough study of the job, site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment, availability of land for right of way, all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of works, I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Special Conditions of Contract and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion of work in all respects according to the schedule, I/We shall pay penalty to the CONCOR as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the Special Conditions of Contract with all correction slips up-to-date and amendments, corrigendum annexed, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works according to the specifications for materials and works of the Special conditions. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within 07 days after notice that the contract has been awarded to me/us and to commence the work within

two days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to **Rs.20,000/- (Rupees Twenty Thousand Only)** lodged with the CONTAINER CORPORATION OF INDIA LTD.

I/We also undertake to carry out the work in accordance with the said plan, specifications and tender documents as stated in the above para and to bind and provide such of the materials (other than those to be supplied by the CONCOR), and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contract.

I/We have annexed contained in a cover superscribed with Name of Work and Tender No. CON/NWR/Tenders-II(a)/Zonal AMC-Electrical/2009/38 to this tender, all the documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any of above particulars, the same may be construed to be a misrepresentation, entitling CONCOR to cancel any resultant contract.

I/We confirm having deposited earnest money of Rs. 20,000/- By demand draft/ No. _____ Dated: ____ - ____ - drawn on Container Corporation of India Ltd., Bank _____ Branch _____ attached hereto.

SIGNATURE (S) OF THE TENDERER

Name & Designation of authorised person (s)

AGREEMENT FOR WORKS

Agreement No. _____

THIS AGREEMENT made this _____ day of _____ Two thousand Seven between Managing Director, CONTAINER CORPORATION OF INDIA LIMITED, (CONCOR) Govt. of India Undertaking and a Company registered under Indian Companies act, 1956 having its registered office at C-3, Mathura Road, Opp. Appolo Hospital New Delhi - 110001 (which expression shall mean and include its successor or successors in office and assigns) represented through the Chief General Manager, North West Region, hereinafter called "The Company" on the one part and M/s. _____ carrying on business at _____

hereinafter called the "Contractor" (which expression wherever the context so demands or requires shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, drawings and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the term CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contract for **Zonal Annual Maintenance Of Electrical Fittings, Fixtures, Sub – Stations, DG Sets, Motors, Pumps, Flood Light Towers, HT & LT Panels, Warehouse Lighting And LT Power Cabling Work And Other Allied Electrical Works In Container Yard, Administrative Building, Ware House Etc., At CONCOR NWRO, SBI, VCC, AKV, GIM & KHDB, Mundra Office, Pipavav Office** for the provision and the execution of the said work at the rates stated in the schedule of quantities of work (hereinafter called the "Schedule of Rates") which is annexed. The contracted value works out to Rs. _____ (Rupees _____).

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work on or before the dates mentioned in the said conditions attached to the tender documents thereafter, perform all other acts to be implied there from or may be reasonably necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision, execution, and completion of the said works the Company does hereby, agree with the contractor that the Company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rates" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

The Earnest money of **Rs. 20,000/- (Rs. Twenty Thousand Only)** deposited by the contractor will be treated as initial Security deposit and balance amount to one month average billing will be deposited by way of nationalised /Scheduled Bank's pay order or demand draft in favour Container Corporation of India Limited.

4. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Company the sum as may be due to the Company for the service, if any rendered by the Company to the contractor and such other sum or sums as may become payable to the company towards loss or damage to the Company's equipment materials, plant and machinery liquidated damages, if any, as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Contractor

**IN THE PRESENCE OF
WITNESS :**

1. _____
2. _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF CONCOR.

**Chief General Manager
North West Region**

**IN THE PRESENCE OF
WITNESS:**

1. _____
2. _____

INDEMNITY BOND

Name of the work (On non-judicial stamp paper of appropriate value)

Know all men by these presents that I/we _____.

Name of Contractor with address _____

Do hereby execute Indemnity Bond on _____ day of _____ 2010 in favour of Container Corporation of India Ltd, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009 for **TENDER FOR THE ZONAL ANNUAL MAINTENANCE OF ELECTRICAL FITTINGS, FIXTURES, SUB – STATIONS, DG Sets, MOTORS, PUMPS, FLOOD LIGHT TOWERS, HT & LT PANELS, WAREHOUSE LIGHTING AND LT POWER CABLING WORK AND OTHER ALLIED ELECTRICAL WORKS IN CONTAINER YARD, ADMINISTRATIVE BUILDING, WARE HOUSE etc., AT CONCOR NWRO,SBI, VCC, AKV, GIM & KHDB, Mundra office, Pipavav Office.**

THIS DEED WITNESSETH AS FOLLOWS:

I/We _____(Name of contractor) hereby do indemnify and save harmless CONCOR having their registered office at C-3,Mathura Road,Opp. Appollo Hospital,New Delhi from:

- (1) Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and /or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or by violation of any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.
- (2) Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub contractor, if any, servants or agents.
- (3) Any claims by an employee of mine/ours or of sub-contractor(s) if any, under the workman compensation act and employers’ Liability act, 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract, work and/or arising out of and in the course of employment of any workman/employee.
- (4) Any act or omission of mine/ours or sub-contractors if any. Our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE

HAS SET HIS/THEIR HANDS ON THIS DAY OF 2010.

SIGNED AND DELIVERED BY THE
AFORESAID

IN THE PRESENCE OF WITNESS:.....

ANNEXURE –IV

(Undertaking to be given by the bidders down loading tender document from CONCOR's Website).

TO
The Chief General Manager,
Container Corporation of India Ltd.
North West Region
Ahmedabad

I/We _____ the authorized signatory of the _____
_____ (Name of Company/Firm/Association) certify that no Addition/modification
or alteration has been made in the original Tender document down loaded from CONCOR
website. If at any stage, alteration/modification/addition 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.

Signature of Tenderer
With Seal

P.S : DD amounting to Rs. 1050/- (Including 5% VAT) favoring CONCOR towards Tender
form fee may also be deposited along with tender document if, form is down loaded from
web site.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

- 1.1 The scope of work described in this tender may vary as mentioned below and, therefore, 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 tender shall be referred to the Chief General Manager, Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the tenderer/contractor.
- 1.2 The tender is for the Annual Maintenance Of Electrical Fittings, Fixtures, Sub – Stations, DG Sets, Motors, Pumps, Flood Light Towers, HT & LT Panels, Warehouse Lighting And LT Power Cabling Work And Other Allied Electrical Works In Container Yard, Administrative Building, Ware House Etc., At CONCOR, NWRO, SBI, VCC, AKV, GIM, KHDB Mundra Office and Pipavav Office. The work includes maintaining of earth pits including digging the pits filling the with the required material, laying of cables, wiring in administrative building and other repair, maintenance works related to electrical/mechanical equipment/installations. However, for the above works CONCOR will supply the required material and the cost of the labour charges has to be borne by the Contractor.
- 1.3 The normal working of the depots is round the clock.
- 1.4 The breakdown/failure complaint of electrical installations shall be attended/rectified promptly with minimum down time.
- 1.5 Contractor shall provide electricians as per requirement to attend to the operation, maintenance & break down works.
- 1.6 Contractors will please note that it will be their responsibility to obtain necessary permission from local bodies, corporation or any other concerned authority, for using colony roads for transporting of plants and machinery, building material etc., including the construction and preparation of temporary approach road for which no extra payment will be made.
- 1.7 Tenderer shall visit the site and locate the source of materials etc. Contractor shall obtain necessary clearance for his staff/agents from the consultants of Container Corporation of India.
- 1.8 The contractor shall arrange labour for replacing the fuse/defective F.L.tubes, SON Lamps & Ballast etc. The replacement of material (replaced materials to be handed over to CONCOR) shall be verified by CONCOR Manager/authorised representative for admissibility of bill/releasing payment.
- 1.9 The contractor shall repair the equipment or part thereof and also overhaul the equipment free of charge during the currency of contract and this will include to and

fro transportation from site to repair workshop and back, except DG sets, Transformer, Pumping Set.

- 1.10 Carry out all monthly inspections/schedule through competent person(s)/agencies for preventive maintenance. This will include cleaning, lubrication, checking of connection, and satisfactory performance of equipment.
- 1.11 All the electrical equipment including DG Sets are required to be maintained as per the stipulated conditions of this tender.
- 1.12 The staff deployed by the contractor should be provided with safety equipments Viz., Hand Gloves, Gum Boots, Rain Coat etc., and all other accessories required for the safe working.
- 1.13 For communication with different section inside the premises, mobile phones should be given to technicians available at site round the clock.
- 1.14 The person visiting the premises for attending complaints must possess proper Identification card, which will be issued by CONCOR authorities on receipt of request from Contractor.
- 1.15 The service shall be carried out to the utmost satisfaction of CONCOR administration with minimum down time.
- 1.16 Successful tenderer/his representative will contact specified Terminal Incharge/Manager daily in the morning and afternoon to obtain the position of the equipment/Complaint. Complete record should be maintained regarding the complaint received/attended indicating time taken to rectify fault/defects. Equipment/spares requisition (1+2) book with pre printed numbers must be maintained by the contractor.
- 1.17 The successful tenderer shall have a telephone in his office/repair workshop/ at his residence for receiving major breakdown complaints, round the clock on all days, which are beyond the capacity of regular staff.
- 1.18 Contractor will make his own arrangements for keeping the tools required to attend to the failure free of charge.
- 1.19 Tools, ladders, tower ladders etc. required for day to day maintenance will be arranged and supplied to maintenance gang by the contractor.
- 1.20 The tenderer must maintain close co-ordination with State Electricity Board/ Transmission Corporation, locally, to ensure good relations and proper supply. The tenderer must also be in a position to provide testing/test reports to Electricity Board, if required. The charges for such tests as megger, insulation etc., shall be borne by CONCOR.
- 1.21 The Contractor has to keep the installations (Electrical & Mechanical) in perfect working order and has to carry out routine maintenance work.

- 1.22 Cleaning of DG Sets: Cleaning material such as cotton waste, detergent, old dhotis, etc and distilled water for batteries will be arranged by the contractor for which rates to be included in the offer.
- 1.23 The contractor has to arrange his own T&P required for the maintenance purpose for which rates to be included in the offer.
- 1.24 The contractor will have to record all parameters in log books as prescribed by the department and get the signature of site representative of CONCOR.
- 1.25 The contractor shall have or employ such a person who has extensive knowledge of running, day to day maintenance and operation of similar capacity of diesel generator set and shall submit certificate in support of his claim.
- 1.26 Contractor will have to employ skilled & experienced operational staff who should remain available during office hours/also as per necessity.
- 1.27 No extra payments will be made for running DG set on Sundays/Gazetted or National Holidays.
- 1.28 Contractor has to depute one Electrician/D.G. Set Mechanic/Technician twice in a month for proper upkeep and maintenance of DG sets & control, Switchgear panel including carrying out minor repairs. However, no extra payment will be made to the electrician/mechanic/technician.
- 1.29 Diesel oil & SEA 40 lube.oil shall be supplied by CONCOR as per running hour requirement.
- 1.30 The 250-hrly-schedule work has to be carried out as per specifications and recommendations of manufacturer of DG set. Shall run for 10 minutes every alternate day as directed for testing purpose even though there is no power failure, as per convenience or timing schedule of the department.
- 1.31** Contractor's staff should obtain the necessary entry pass from the competent authority before engaging on work. Only such staff will be engaged on duty.
- 1.32 Contractor has to submit the details of staff, skill and experience for staff before engaging on work.
- 1.33 During operation, watch-and-ward of the DG Set, Electrical & Mech. System shall be the responsibility of the contractor.
- 1.34 The contractor will be responsible for any damage caused due to negligence and he will have to make good the loss/damage at his risk and cost.
- 1.35 Any incident/mishap that may result in injury to the body or person or death to the staff of contractor on duty shall be contractor's responsibility and CONCOR shall not be responsible for any liability.

- 1.36 Any loss or damage to the electrical installations, equipment etc., due to the negligence of AMC contractor the same shall be rectified by the Contractor at his own cost failing which, CONCOR shall under take and cost incurred on this account will be recovered from the AMC Contractor. Short Circuit occurring due to the negligence of the AMC Contractor and loss incurred on this account will also be debited to AMC contractor.
- 1.37 Contractor has to arrange labour for replacing the consumables given in B-check kit (fuel, filter, Lub oil filter, Air filter, mobile oil, as per schedule item of BOQ). After taking over the DG Sets contractor, shall arrange for inspection of the set by experienced service Engineer.
- 1.38 The running hrs. of DG Sets should be got verified by the operator from the Manager/representative of Inland Container Depot, so that total running hrs. in a month could be worked out.
- 1.39 The contractor shall maintain attendance register, salary disbursement register and requisite records in respect of the persons deployed by him for work at respective depot/Terminal. The attendance register shall be kept at security office. The persons deployed by the contractor for working in premises must be insured and the copy of the insurance should be submitted along with the bill.
- 1.40** In the event of absence/leave of the personnel, the contractor shall inform respective Terminal Incharge/Manager, and make alternative arrangements.
- 1.41 In case of unsatisfactory performance, CONCOR shall intimate in writing to the contractor on the receipt of which the person (s) shall be withdrawn from Terminal/Depot.
- 1.42 The contractor shall comply with all statutory requirements in force. The contractor shall comply in all respects with the provision or statutes, Rules and Regulations applicable to him and / or his employees and in particular the contractor shall obtain the requisite license under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules made there-under and also shall adhere to the provisions of Bonus Act, PF, ESI Act, Gratuity Act, Factories Act as may be applicable to his employees.
- 1.43 The contractor shall ensure running and operation of DG Sets through the skilled person/electrician deployed to look after the maintenance of electrical installations. However, the maintenance of 1X75 KVA DG Set ,1 * 30 KVA,83 KVA DG Set shall be covered by a back-up sub-contract with the authorised service dealer of DG Set as per the extent rules. The contractor shall ensure annual contract, in this regard, to be current in favour of “Container Corporation of India Ltd.” Ahmedabad. A copy of the contract document with the service dealer shall be submitted to CONCOR within 30 days of the receipt of the letter of intent. This condition shall not be applicable in case the tenderer himself is also a authorised service dealer for DG Set make “Kirloskar ” Or “Cummins”.
- 1.44 **STAFF:** Contractor shall provide adequate electricians in shift as per instruction of Terminal Manager/Incharge for all Depots. In addition to this, in case of exigencies or emergencies, additional electricians should be provided on call / requirement

basis for which Separate rate may be quoted for deployment on hourly basis for such cases.

Sr	Terminals Name	Deployment
	Inland Container Depot – Sabarmati (SBI)	General Shift or As per instruction of Terminal Manager
	Vadodara Container Complex (VCC), VADODARA	
	Combined Container Depot- Ankleshwar(AKV)	
	Combined Container Terminal- Gandhidham (GIM)	
	Domestic Container Terminal – Khodiyar (KHDB)	
	North West Regional Office (NWRO), CONCOR Mundra Port Office (MDPT) And CONCOR Pipavav Port Office (PPBR)	Adequate electrician should be arranged on call basis. Separate rate may be quoted for deployment on hourly basis for such cases.

In case of more complaint/major failure/fault additional staff with a good supervisor shall have to be deputed by the contractor to rectify the defects within time schedule for safe, healthy and efficient working of the depots, for which no separate payment shall be made.

- 1.45 The deployment of electricians at various locations of the Region mentioned in the tender document should be adequate to manage the required work. CONCOR reserves the right to amend the same at any stage during the currency of the contract by giving in writing. The sole discretion in this regard rests with Chief General Manager, CONCOR, North West Region, Ahmedabad.
- 1.46 In case where CONCOR amends the deployment of electricians at various locations, the agency shall comply with the instructions of the officials and no dispute on this account shall be entertained nor any compensation paid to the agency for the same.. The adequacy of the deployment of electricians in each shift and nature of duties of the electricians/persons will also be decided by the Terminal Incharge/Manager of respective Terminal from time to time. Each staff deployed should be given one day off as weekly rest and no overtime will be permitted and no overtime will be paid.
- 1.47 Qualification of STAFF:** The workman must have passed ITI/Diploma (Electrical) and should have working experience on HT and LT installation.
- 1.48 Staff deployed should run & operate the Generators, switching on/off Street lights, High mast lights and other repair, maintenance work and any other works assigned by the Respective Terminal Incharge/Manager from time to time.
- 1.49 **The staff deployed shall not neglect their duty, particularly:**
- a) Shall not leave the work place without sufficient cause or without securing permission of the superiors and without proper relievers.

- b) Shall not sleep while on duty. They shall not consume alcohol or other intoxicants (including narcotics and drugs) nor shall they smoke in the Premises nor shall they resort to any acts of entertainment such as playing cards, gambling, etc, in the premises.
 - c) Shall not involve in any thefts or any illegal activities. In case of any such incident, CONCOR may forfeit the Security Deposit and termination of the contract and CONCOR may even initiate legal action on the contractor.
- 1.50 In the event of Floods and other natural calamities the Staff deployed by the contractor shall render all possible assistance to save the goods and property of CONCOR.
- 1.51 **Adherence to labour law and regulations**
- 1.51.1 The Contractors who are working in the establishments through Contract Labour and/or employing labour themselves directly should get themselves registered with the Assistant Labour Commissioner (Central) concerned as required under Contract Labour (Regulation and Abolition) Act 1971 and obtain a license from the Assistant Labour Commissioner (Central) concerned and produce the same to CONCOR either along with the tender or before signing the Agreements, failing which the contract awarded will be terminated on the ground that they have not complied with legal provisions of the said Act and earnest money forfeited.
- 1.51.2 The agency shall make regular and full payment of wages, PF, ESI, Bonus, Gratuity, and any other payment due to their employees and furnish necessary proof. The agency shall remit Service Tax and any other statutory payments to the concerned authorities and should furnish the proof of such remittance.
- 1.51.3 No staff of the contractor shall assemble or form a group and demand the wages directly from CONCOR, as the agency has to make their payments regularly from time to time.
- 1.51.4 **Surprise Inspection by CONCOR:** CONCOR, if necessary, may carryout surprise inspection to verify the records, and deployment of manpower in each shift, alertness during the duty hours etc. If any irregularities are found, necessary action as deemed fit including termination of contract with immediate effect would be taken.
- 1.51.5 During the currency of Contract, the agency has to pay minimum wages as well as other payments that would be made applicable to the contractor by laws, to the labourers as applicable & notified by the Government from time to time.
- 1.51.6 Contractors should not engage any child labour for execution of the works in CONCOR. If Contractor engages the child labour for the execution of works in CONCOR, CONCOR may impose penalty of **Rs10,000/- or forfeiting of Security deposit or termination of Contract** and CONCOR may even initiate a legal action against the contractor.

2.0 Insurance for Works persons and property:-

2.1 Insurance for Works: -

The contractor at the time of signing the contract or before commencing the execution of the work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, riots, War, Floods, etc. with a Nationalised Insurance Agency in the joint names of the CONCOR and Contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the CONCOR and fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor or of any sub-contractor or CONCOR.

The Contractor shall deposit the policy and receipt for the premiums with the CONCOR within Ten (10) days from the date of signing the contract/commencement of execution of work or unless otherwise instructed by the CONCOR. In case of default CONCOR shall recover the full value of the damage / claim from the bills of the contractor. Contractor shall not object to such recovery and the decision of the Chief General Manager in this regard shall be final and binding on the subject.

Insurance in respect of damages to persons and property:-

- i) The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub contractor's or Employees, whether such injuries or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise and damage to road, streets footpaths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claims made in respect of injury or damage under any Acts of government or otherwise and also in respect of any award of compensation of damage consequent upon such claims.
- ii) The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- iii) The Contractor shall indemnify the CONCOR against all claims which may be made against the CONCOR by the member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalised Insurance Agency in the joint names of CONCOR and contractor against such risks and deposit such policy or policies with the CONCOR from time to time during the currency of this contract. The contractor shall similarly indemnify the CONCOR against all claims which may be made upon the CONCOR whether under the Workman's Compensation

Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the Contractor or any sub-contractor and shall at his own expense effect and maintain with an approved office a policy of insurance in the joint names of the CONCOR and the Contractor against such risks and deposit such policy or policies with the CONCOR from time to time during the currency of the Contract.

- iv) The Contractor shall be responsible for any thing which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. He shall also indemnify the CONCOR in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.
- v) The CONCOR shall be at liberty and is empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage of any sum or sums due to or become due to the Contractor including the Security Deposit.

3.0 SAFETY PRECAUTIONS:

- 3.1 For work close to railway line, road, telephone line, power line (both underground and overhead) and structures. All precautions will be taken for ensuring that during the execution of the work no damage is caused to the installation structures and also no obstruction is caused to the movement of trains.
- 3.2 The contractor will also ensure that no damage is done to the electrical cables drainage system & water supply and any other services and/or structures. Safety rules are enclosed as Appendix 'A'

4.0 Delay or Deferrals

- 4.1 While executing the work in proximity of built up structures, some works may get delayed or may have to be temporarily deferred till some of the equipment's/structures/cables are fixed in position or relocated or shifted or removed. For such, delays, the Contractor will not be eligible for any compensation but for a suitable extension to completion period.
- 4.2 Simultaneously with the progress of this work, works on installation/erection of the various parts and plants of the other works will continue. The progress of such works will have to be synchronized with such other works.
- 4.3 Where the Contractor has to work along with other agencies in and around the area allotted for his works, he should execute all his works in complete co-ordination and co- operation with all such agencies so that at no time either his work or the works of other agencies is stopped or delayed. In case of any dispute in this regard the decision of CONCOR or their representative will be final and binding on the Contractor. No claim for idle labour plant and machinery under any circumstances will be entertained by the CONCOR.
- 4.4 During the execution of this work, this Inland Container Depot will be operational. Contractor has to execute all his works in complete co-ordination and co-operation

with all his activities confined to the area within the scope of this work so as not to affect the operation of container depot under any circumstances. In case of any dispute in this regard the decision of CONCOR or their representative will be final and binding on the contractor.

- 4.5 No claim whatsoever shall be entertained by CONCOR on account of delay in either providing these materials or non-availability of these materials, in the market.

5 Arrangements for Electric connection, Lighting & other purpose

- 5.1 If for reasons of urgency the work has to be executed at night contractor shall make his own arrangement for illuminating the site. Nothing extra will be paid for doing works at night.
- 5.2 He will have to make his own arrangements for arranging electricity if the same is required for illumination purposes or for running of any plant or machinery.

6.0 Handling of Materials

- 6.1 It is the Contractor's responsibility to see that all CONCOR materials entrusted to him are carried safely and expeditiously to the site of the work.
- 6.2 If CONCOR materials are lost, stolen or damaged while in transit or under custody of the contractor, the cost of the same @ twice of the prevailing market rate will be recovered from the Contractor's dues and Contractor will have no claim whatsoever on this account.

7.0 Escalation

- 7.1 No Escalation on account of any increase in price index in the price of materials, POL, imposition of sales tax or other tax etc. or imposition of levies etc. will be payable. However, if, any increase or decrease on labour rates as per the minimum wage notification of the Central Govt. labour notification will be applicable.
- 7.2 No price escalation shall be applicable even during the extended period for completing the works.

8.0 Trespass: -

- 8.1 The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorised by the Engineer at site.

9.0 Excavated material:-

- 9.1 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, Earth, or other materials which may be obtained from any excavation made for the purpose of work.

10.0 Handing over of Works: -

10.1 The contractor shall be bound to handover the works executed under the contract to the CONCOR complete in all respects to the satisfaction of the nominated engineer of CONCOR.

11.0 Extra Works:

11.1 Should works over and above those included in contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works, which may be carried out by another contractor or contractors or by other means at the option of CONCOR.

12.0 Variation in Quantities:

12.1 The accepted variation in quantity of each individual item of the Contract would be upto 25% of the quantity originally contracted. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

13.0 Measurements and defective work

13.1 The quantities given in the tender are approximate. However, the payment shall be made on the basis of actual quantities measured by nominated CONCOR official. The contractor will be responsible for all defective work/supply of items and will be re-supply/rework defective items/works to the entire satisfaction of the CONCOR official at no extra cost to CONCOR.

14.0 Assignment or Subletting of Contract:

14.1 The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of CONCOR.

Appendix "A"

SAFETY RULES

- 1) Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 (1 horizontal to four vertical).
- 2) Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swinging from the building or structure.
- 3) Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
- 4) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm. for ladder upto and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm. for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials or any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.

The contractors shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

- 5) Demolition before any demolition work is commenced and also during the process of the work:-
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
- 6) All necessary personal safety equipment as considered adequate by the Engineer in charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
- 7) CONCOR will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract of form any moneys to the contractor will be liable for any payments under Workman Compensation Act on account of any injury sustained to CONCOR servant during that period. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue for any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 8) Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:-
- a) These shall be of good mechanical construction, ground materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects. Every Crane driver or hoisting appliances operator shall properly qualified and no person under the age of 21 years shall be incharge of any hoisting machine including any scaffolding.
- 9) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.

In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing. In case of departmental machine the safe working load shall be notified by the Engineer in charge. As regards contractor's machine, the contractor shall notify safe working load of the machine to the Engineer in charge whenever he brings any machinery to site of work, get it verified by the Engineer concerned. Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum

the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary and should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.

- 10) These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
- 11) To ensure effective endorsement of the rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in charge of the Department of their representative.
- 12) Notwithstanding the above clauses from (1) to (10) there is nothing in these to exempt the contract from the operations of any other act or Rule in force in the Republic of India.

TECHNICAL SPECIFICATION

1. GENERAL

1.1 EQUIVALENCY OF STANDARDS AND CODES, MEASUREMENTS & MATERIALS

- 1.1.1 Wherever reference is made in the contract of specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract. In case no reference is made for any particular work, relevant IS Codes will be followed.
- 1.1.2 Providing and operating necessary measuring and testing devices and materials including all consumables are included in the Scope of Work. No separate measurement or payment for testing the work shall be made but rates quoted for various items shall be deemed to include the cost of such tests which are required to ensure achievement of specified quality.
- 1.1.3 All goods and materials to be incorporated in the works are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 1.1.4 Wherever referred to in this tender document, only the latest revision which shall be in force till the completion of work of specifications, Codes of Practice and other publications of the Indian Standards Institution shall be applicable.

SECTION-V-A

APPENDIX SHOWING IMPORTANT SCHEDULES

1.	SIGNING THE AGREEMENT	Within 07 days of the issue of Letter of Intent/order
2.	PERIOD OF CONTRACT	2 Years extendable by one more year
3.	PENALTY	½% per week or part thereof subject to a maximum of 10 % of contract value. Unsatisfactory performance upto Rs.1000/- per case.
4.	PAYMENT TERMS	On Monthly basis after due certification by CONCOR representative
5.	SECURITY DEPOSIT	Rs.82,000/-
6.	INCOME TAX DEDUCTION	As per the prevailing rate from each bill.
7	WorksTax Deduction (VAT)	4% for L1 Regd. Contractors – 12.5% for non L1 Regd. Contractors. To avail 4% deduction, L1 certificate should be submitted. In case of change then prevailing rate at the time of payment of bills.

NOTE: Items and quantities given in the inventory are approximate and are just to give an idea of work involved.

SECTION – V-B

SCHEDULE-A - 1

(Schedule of rates for ZONAL AMC at CONCOR North West Regional Terminal)

S.NO.	DESCRIPTION	RATE PER MONTH	
		Figures (Rs.)	In Words (Rs.)
1	Annual Maintenance Of Electrical Fittings, Fixtures, Sub – Stations, DG Sets, Motors, Pumps, Flood Light Towers, HT & LT Panels, Warehouse Lighting And LT Power Cabling Work And Other Allied Electrical Works In Container Yard, Administrative Building, Ware House Etc., At CONCOR North West Regional Office, SBI, VCC, AKV, GIM, KHDB Mundra Office and Pipavav Office		
a.	INLAND CONTAINER DEPORT(ICD)-SABARMATI(SBI)		
b.	VADODARA CONTAINER COMPLEX (VCC) VADODARA		
c.	COMBINED CONTAINER TERMINAL(CCT)-ANKLESHWAR(AKV)		
d.	COMBINED CONTAINER TERMINAL(CCT)- GANDHIDHAM(GIM)		
e.	DOMESTIC CONTAINER TERMINAL(DCT) – KHODIYAR		
	TOTAL		

NOTE:

1. Cost quoted should not include any provision for spares. The above rate should include all taxes, Levies and excluding Service tax. The Service tax will be reimbursed by the CONCOR after submission of proof.
2. Kindly refer to Para 3 of Section-II on page 11/47 before quoting your rates above.

SECTION – V-B

SCHEDULE-A - 2

Sr.	Description	Rate Per Hour	
		In Figure	In words
1.	Additional charges for providing manpower on call or due to exigencies arising out of work as envisaged in the contract.	Rs. _____ / -	Rupees __
	TOTAL		

NOTE :

1. The wages quoted by the bidder in Schedule A-1 & A-2 should, in any case, be equal or greater than the minimum monthly wages notified by the Central Government. If the bidder quotes less than the minimum wages the bid shall be summarily rejected.
2. Kindly refer to Para 3 of Section-II on page 11/47 before quoting your rates above.

Signature and Seal of the Tenderer

SECTION – V-C

**SCHEDULE – A-3
BILL OF QUANTITY**

You are required to quote against each items mentioned below. The estimated quantity may change as per requirement during the contract period.

Sr.	Material Description	Estimated Quantity	Rate (in Figure) Rs.	Rate (in words) Rs.
1	Replacement of 36W F.L. Tube Lamp	300		
2	Replacement of 40W/36W copper wired Philips make ballast	60		
3	Replacement of W.F.L. Tube Starter Phillips Make	40		
4	Replacement of 2.5 mfd condenser for ceiling fans	60		
5	Replacement of Burnt ceiling fans and rectification of defects, re-fixing of fan at the location	50		
6	Replacement of 250 W son Lamp Philips Make	80		
7	Replacement of 150 W son Lamp Philips Make	50		
8	Replacement of ignator Philips Make Suited to 400 W / 250 W / 150 W /50 Lamp	30		
9	Replacement of balast Philip make suitable for Sun Luminaries 400 W	20		
10	Replacement of balast Philip make suitable for Sun Luminaries 250 W	20		
11	Replacement of balast Philip make suitable for Sun Luminaries 150 W	20		
12	Replacement of balast Philip make suitable for Sun Luminaries 70 W	10		
13	Replacement of screw type holder Philips make suitable for SON lamp 400 W/250W /150 W/70W	20		
14	Replacement of 5 Amp	60		

	Anchor make switches socket			
15	Replacement of 15 Amp Anchor make switches socket	30		
16	Replacement of 5 / 15 Amps Anchor make switches Piano Type	60		
17	Electronics / Resistance Type Regulator switch for 1400 mm sweep	30		
19	Replacement of earth leakage circuit breaker 63 Amps Capacity of 3 Phase 4 wire suitable for 400 volts system	8		
20	Replacement of MCB single standard make 10, 20, 40 Amps capacity 9 K	40		
21	Provision of 1 light / fan/ plug point wiring in PVC / MS conduit , with copper	50		
22	Power capacitor 3 MFD / 230 volts	20		
23	Fuse base with carrier safe clip	10		
24	Fuse base with carrier safe clip Type 2 to 20 Amps make E electric	10		
25	HRC Fuse central tag 20 Amp suitable for 230 v AC	10		
26	HRC Fuse central / side tag 20 Amp suitable for 230 v AC make EE L&T standard			
	a. ----- DO ----- 32 AMP	10		
	b.----- DO ----- 63 AMP	9		
	C -----DO ----- 100 AMP	6		
	d. -----DO ----- 200 AMP	6		
27	a) 3 phase L&T make Cat No. ML1	4		
	b) -do- ML2	4		
	c) -do- ML3	3		
28	MCT TPN suitable for 400 volts make EE/Std./ Havels			
	a) 40 amp	10		
29	Bakelite sheet 3 mm thick			

	5" x 5"	5		
	8" x 5"	5		
30	Sodium complete fitting 400 w make Philips (model no. SNF14/400)	5		
31	Sodium complete fitting 250w make Philips (model no. SNF14/250)	5		
32	Sodium complete fitting 150w make Philips (model no. SWF230 SK)	5		
33	Main switch 3 phase 32 amp	4		
34	MCB 6 AMP	30		
35	MCB 10 AMP	30		
36	MCB 16 AMP	30		
37	MCB 20 AMP	30		
38	MCB 25 AMP	20		
39	MCB 32 AMP	20		
40	MCB 63 AMP	10		
41	HRC fuse 16 amp	10		
42	HRC fuse 32 amp	10		
43	HRC fuse 63 amp	10		
44	3 1/2 C X 6 sq.mm Cable aluminium (in meter)	100		
45	3 1/2 C X 10 sq.mm Cable aluminium (in meter)	100		
46	3 1/2 C X 25 sq.mm Cable aluminium (in meter)	100		
47	3 1/2 C X 35 sq.mm Cable aluminium (in meter)	100		
48	3 1/2 C X 50 sq.mm Cable aluminium (in meter)	200		
49	3 1/2 C X 70 sq.mm Cable aluminium (in meter)	200		
50	3 Crore Flexible wire 10 sqmm	200		
51	SON- T Plus 400 Philips Make	30		