

# CONTAINER CORPORATION OF INDIA LTD

(A Govt. of India Undertaking)

## CONCOR BHAVAN

C-3, Mathura Road (Opp. Apollo Hospital)  
New Delhi-110076(Tel 011 41673091-96, Fax 011 41673112)

### COMPREHENSIVE INSURANCE POLICY FOR CONCOR 2010-11.

Sealed quotations in two bid system are invited on behalf of Container Corporation of India Ltd.(CONCOR) from IRDA approved General Insurance Agencies for 'Comprehensive Insurance Policy for CONCOR'.

Complete Tender document can be obtained from the above office between 11.00 to 16.000 hrs on all working days. It can also be downloaded from CONCOR Website ([WWW.concorindia.com](http://WWW.concorindia.com)).

Completed tender documents and papers shall be received at the above CONCOR office and address as per date and time mentioned below. You may either be present yourself or send your duly authorized representative at the time of tender opening.

Date of sale of tender	17/2/2010 to 9/3/2010
Last date of tender submission	9/3/2010 on or before 1300 hrs
Date of tender opening.	9/3/2010 AT 14 .30 HRS.

#### Eligibility criteria for insurance companies:

- Company should be approved by the Insurance Regulatory & Development Authority. (IRDA)
- Gross Premium underwritten should be at least Rs 1000/- crores during last financial year.
- Net worth be not less than Rs. 800/- crores as of last financial year.
- Current Credit rating should be iAA+ or above by ICRA.
- Solvency Margin (Indian) be 2.0 or more.
- Company should have given insurance cover of Rs. 4000/- crores to Govt/PSUs in last year.

Any downloading from the website is at the sole risk and responsibility of the tenderer. CONCOR will not be responsible for any reason whatsoever.

CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

GR. GENERAL MANAGER/CML



**CONTAINER CORPORATION OF INDIA LTD.  
(A Govt. of India Undertaking)**

**Tender papers**

**For**

**Comprehensive Insurance Policy for the year 2010-2011**

**For**

**CONCOR**

**CONTAINER CORPORATION OF INDIA LTD  
CONCOR BHAWAN, C-3, MATHURA ROAD (OPP.APOLLO HOSPITAL)  
NEW DELHI-110076.**

**TENDER FOR CONTRACT FOR COMPREHENSIVE INSURANCE POLICY FOR THE  
YEAR 2010--2011 FOR CONCOR FOR A PERIOD OF ONE-YEAR W.E.F. 1.4.2010 TO  
31.3.2011.**

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

Full signature of the  
Official Issuing Tender Form

Official seal

Name in block letters.

Designation.....

Tender document can be obtained from the office of Group General Manager/Commercial) at the above mentioned address between 11.00 hrs to 1600 hrs on all working days by giving request letter on Company letter head. It can also be downloaded from CONCOR's website [www.concorindia.com](http://www.concorindia.com).

This tender form completed in all respects should be submitted by 13.00 hrs on 9 /-/2010 At the office of Group General Manager/Commercial, Container Corporation Of India Ltd. Corporate office, C- 3 Mathura Road, New Delhi. Tender containing pre qualification bids will be opened at 1430 hrs on 9 /3/2010 at the above address.

(SIGN OF THE TENDERER)

(GROUP GENERAL MANGER/CML)  
CONTAINER CORPORATION OF INDIA LTD

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Annexure II	- Offer Form.	
Annexure III	- List of CONCOR Offices and terminals.	
Annexure IV	- Fatua SAIL Contract Agency Cover.	

This tender document consists of 39. Pages. The Tenderer are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending Tenderer and embossed with official seal at the time of submission.

## CONTAINER CORPORATION OF INDIA LTD.

### COMPREHENSIVE INSURANCE POLICY FOR THE YEAR 2010--2011 FOR CONCOR.

#### CHAPTER-I

##### (A): TENDER LETTER

Dear Sir,

The complete set of tender papers for the contract for “Comprehensive Insurance Policy for the year 2010--2011” for CONCOR (Container Corporation of India Ltd.), is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

- Chapter 1 - Tender Letter
- Chapter 2 - Instructions for submission of tenders
- Chapter 3 - Scope of work & Terms & conditions  
Governing the contract.
- Chapter 4 - Special conditions.
- Annexure I - Details of CONCOR Assets.
- Annexure II - Offer Form.
- Annexure III - List of CONCOR Offices and terminals.
- Annexure IV - Fatua SAIL Contract Agency Cover.

You are advised to **go through the tender document carefully** and understand various provisions contained therein along with their implications. You are required to submit your offer in **two separate sealed envelopes**. The first sealed envelope should contain all the documents listed in the chapter 2 on ‘Instructions for submission of tenders’. Please ensure that all the documents listed in this chapter are complete in all respects. They should also be countersigned on each page. This envelope should be clearly super scribed as **“Pre-Qualification Bid”**.

The second sealed envelope should contain only the Schedule of Rates (Annexure II) completely filled by you as mentioned in para 4 of the Chapter 2 on Instructions for submission of tenders. Please ensure that you or your authorized representative signs each page of the Schedule of Rates before submitting it. This envelope should be clearly super scribed as **“Financial Bid”**.

Both the sealed envelopes should again be sealed in one envelope and duly super scribed as **“Comprehensive Insurance Policy for the year 2010-2011”** for CONCOR This envelope duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Group General Manager/CML, Container Corporation of India Ltd. New Delhi on or before 1300 hrs **on 9/3/2010** It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

Please note that the tender offers will be taken out from the box at 1430 hrs on the same date and venue in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

The envelopes containing the “**pre-Qualification Bids**” only be opened at 1430 on 9/3/2010. 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**” of 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 suitable tenderers. Any offer received after 1300 hrs but before the opening of tender box at 1430 hrs will be considered to be a delayed tender. Tender received after 1430 hrs will be considered late tender.

CONCOR reserves the right to

- Accept or reject any or all the Pre-Qualification Bids in part or in full without assigning any reasons.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest without assigning any reasons.
- CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the over all interest on CONCOR.
- CONCOR reserves the right to retender or negotiate terms and conditions and extant of insurance coverage as stated in the tender.
- CONCOR reserve the right to award on 100% basis to sole insurer or may award between more than one insurer in manner decided by CONCOR. The Decision of CONCOR will be final
- CONCOR reserves the right to disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.

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

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

Group General Manager /CML  
for and on behalf of Container Corporation of India Ltd

## **(B) DEFINITION & TERMS USED**

Accident:	A sudden, fortuitous, unintended, Unexpected and unforeseen event.
Any One Accident:	Any one accident or occurrence or series of accidents or occurrences arising out of the same event.
Authority:	A legally constituted Court or tribunal or an administrative body or person of competent jurisdiction.
Bullion:	Bars or other bulk form of gold, silver, platinum or other precious metal.
Cargo:	Goods of any description, including packaging and containers supplied by the Principal or Owner of the goods, in respect of which the Insured has contracted to provide a service.
Carriage:	Extends to include awaiting carriage, having been carried or intended to be carried.
CONCOR CPC	Container Corporation of India Ltd. Centre for Perishable Cargo
Policy	A policy, schedule, endorsement or any addenda thereto, issued by the Insurer on behalf of the Insurer, which evidences the terms and conditions of the Contract of Insurance.
Container:	A unit load device, including an I.S.O. Container or a Tank Container, Flat or Pallet.
Conveyance:	Any means of carriage for the transport of cargo.
Harbour or Port Authority:	An Operator of a Harbour or Port or other similar facility.
Insurance Broker:	Any agent or intermediary directly or indirectly acting on behalf of the Insured in connection with the placement and servicing of the Policy with the Insurer.
Insured:	The party identified as the Insured in the Policy Schedule.

Insured Equipment:	Equipment as specified on the Schedule owned by the Insured, or used by or on behalf of the Insured and used to provide an Insured Service including spares, parts, tools, maintenance equipment or materials in respect of such Insured Equipment. The definition does not include a Ship, Aircraft or Building.
Insured Service(s)	Operations, which are specified on the Policy Schedule
Insurer:	.the party identified as the insurer in the Policy Schedule.
Line or Ship's Agents:	A Company, Corporation, Person or Group of Persons, Entity or Collective Entity carrying out the services of a Line or Ship's Agent acting within authorized mandates, given by a principal or Principals, as Agent.
Occurrence:	Includes a number of accidents or occurrences arising out of one event.
Policy Year:	The year commencing and ending on such date as the Insured may require and stated in the Schedule of the Policy.
Principal:	A Company, Corporation, Person or Group of Persons, Entity or Collective Entity on whose behalf the Insured undertakes to provide a Service.
Punitive or Exemplary Damages:	Non-compensatory damages awarded by any court of competent jurisdiction to a plaintiff in excess of the actual loss suffered.
Road Vehicle:	A vehicle, having its own motive power, which is licensed to be used on public roads or is intended to be so used.
Ship or Vessel:	Any vessel or structure, including a boat or hover craft that is or can be used in navigation on, under, over or in water.
Solvency margin	Solvency margin is minimum excess on an insurer's assets over its liabilities set by regulator.
Ship or Vessel Operator:	The Operator of a Ship or Vessel, including and Owner or Part Owner, Manager or Chatterer.
Sub Limit:	An inner limit for any one accident or occurrence. Sub Limits are not in addition to the section limit but are contained within the section limit.
Terms and Conditions:	The Terms and Conditions as they exist or as they may be altered, abrogated or added to

	and currently in force.
Third Party:	A Person or group of Persons, Entity or Collective Entity not being a Joint Insured.
Third Party Property:	Property or Equipment belonging to a Third Party, including a Ship, Aircraft, Road or Rail Conveyance, but excluding Cargo as defined above or any property or equipment belonging to or leased to or chartered to the Insured or Joint Insured.
Trailer:	Any trailer, Wagon, Chassis or similar unit including a Railway Wagon, which is able to be, or is meant to be, towed.
Trading Area:	The geographical limitation of cover as stated on the schedule.
Trading Conditions:	Trading Conditions and/ or Contracts of Carriage of Handling, the terms and conditions thereof having been agreed by the Insurer.

**CONTAINER CORPORATION OF INDIA LTD.**

**COMPREHENSIVE INSURANCE POLICY FOR THE YEAR 2009--2010 FOR CONCOR.**

**Chapter - 2**

**INSTRUCTIONS FOR SUBMISSION OF TENDER**

**PREAMBLE**

Container Corporation of India Limited (CONCOR) a Mini Ratna (Category-I) Company, was set up in 1988 with the prime objective of developing multi-modal transport and logistics infrastructure sector to support the country's growing international trade, as well as for transportation of domestic traffic. The mainstay of CONCOR's business is to set up and manage a network of rail-linked and road based Inland Container Depots/Container Freight Stations in the country and handling of export-import-domestic-air cargo and transportation of export-import-domestic containers by rail and road. Presently, CONCOR has a nation wide network of 59 Container Terminals and one Centre for Perishable Cargo (CPC). It handled over 2.3 million TEUs during the year 2008-2009.

The Insurance Policies obtained by our Corporation covering buildings, other structures and office contents, electronic equipment insurance, breakdown of electrical and mechanical equipments, containers, wagons, cargo and cargo handling equipments, air cargo consignment, liability in respect of breach of duty and errors or omissions, liability to customs authorities and employer's liability. Total gross assets of the company as on 31.12.2009 are **Rs.2675.57 crores**. In addition, Directors and Officers Liability Insurance Policy, Public Liability Insurance Policy and Fatua Sail Contract Agency cover are also required.

**2 Insurance policy is expected to cover the following:**

- (A) Property including cash in Safe and Cash in transit.
1. Fire, Earthquake and other perils.
  2. Burglary and Theft including loss of cash.
  3. All risks cover including electrical & mechanical breakdown –both for container handling equipment and other equipment.
  4. Accidental damage to CONCOR owned containers and (total loss of) wagons
  5. All risks cover including electrical and mechanical break-down for office equipment and electronic equipment including computer hardware

Note: Insurance for electronic equipment should cover the following:

- a) Location Perils: Fire, Lighting, Explosion, Flood, Storm, Earthquake and other such natural calamities.
- b) Breakdown: Any electrical and mechanical break-down
- c) Faults: Faulty design, faulty materials, fault in manufacturing/ assembly erection

- d) Effects of moisture: Damage due to moisture and humidity
- e) Carelessness: Damage due to faulty/ careless/ negligent operations by employees of CONCOR
- f) Riot and Strike: Riot and Strike damage and Malicious damage
- g) Burglary: Loss or damage due to Burglary/ House- Keeping

**(B) LIABILITY**

- 1. 3<sup>rd</sup> Party Liability
- 2. Liability in relation to cargo, including Air Cargo moving by road between CONCOR ICD-Airports (exports), Airport and Airport(exports and imports), Airport and ICD(Imports), perishable air cargo warehouse for export & import in refrigerated Centre for Perishable Cargo/Goa (CPC) its installations and leased building ; and containers towards loss of/ damage to accessories.
- 3. Liability in respect of breach of duty and errors of omissions including misdispatch of containers
- 4. Liability to Customs authorities
- 5. Employers' liability
- 6. Cargo and containers in CONCOR custody: Insurance against Acts of God (claims not admissible under legal liability but settled under commercial considerations)

**(C)** Insurance cover for Fathua Consignment Agency Contract- please see Annexure IV.

**(D)** Director's and Officer's Liability Insurance Policy.

**(E)** Public Liability Insurance Policy.

Details of present AOA/ AOY limits and excess deducted are given in Chapter 3 below. Company expects lower excess deduction in the new policy to be offered by the Insurance Agencies. AOA/AOY will remain for the current policy also. However, Liability towards Air Cargo Consignments will also include cargo warehoused at refrigerated CPC/Goa, its installations and leased building of Airport Authority of India.

Value of CONCOR owned properties may be seen at Annexure 'I'.

The policy should be effective from 01.4.2010 for a period of one year. The insurer shall be required to issue " at par" cheque towards settlement of claims.

**1. BONAFIDE OFFERS**

**Eligibility criteria for the prospective bidders:**

Technical bid---Eligibility criteria as under-

- a. The Insurance Company should be recognized and registered by Insurance Regulatory Development Authority for the last three years. Firms to submit attested copy of valid registration with IRDA.
- b. The insurer should be profit making for the last three years ending 31.3.2009. (Audited figures be enclosed.)

- c. Gross Premium underwritten should be at least Rs 1000/- crores during last financial year. (Audited figures be enclosed.)
- d. Net worth be not less than Rs. 800/- crores as of last financial year (Audited figures be enclosed)
- e. Current Credit rating should be iAA+ or above by ICRA
- f. Solvency Margin (Indian) be 2.0 or more. Proof of Solvency Margin of the Company to be given.
- g. Company should have given insurance cover of Rs. 4000/- crores to Govt/PSUs in last year. Proof to be enclosed.

**Note=These details may be given in a Tabular form and proof may be enclosed along with other documents indicating Serial number in the table where this information has been annexed.**

## **2. TENDER DOCUMENT**

The Tender Document will consist of all documents listed in the table of Contents on page no.2:

These must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. Incomplete or conditional tender is also liable to be rejected.

## **3. SUBMISSION OF TENDERS – TIME LIMIT/MODE**

- a. The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and super scribed as “Prequalification Bid for “**Comprehensive Insurance Policy for the year 2010--2011 for CONCOR**”. This should contain all the information including details of present business and financial standing, which would enable CONCOR to decide on credentials of the tenderers . The second part will consist of the “**Financial Bid for “Comprehensive Insurance Policy for the year 2010--2011 for CONCOR**” and should be super scribed on the second envelope as such. Both the envelopes should be sealed in one envelope and duly super scribed as "**Comprehensive Insurance Policy for the year 2010--2011 for CONCOR**” and addressed to Group General Manager/CML, Container Corporation of India Ltd. New Delhi.

5.1. (I) The following documents must be submitted in the pre-qualification bid:

- a) Letter of Submission of Tender.(Annexure II)

- b) This tender document with all pages intact except SOR (Annexure II) duly signed and embossed with official seal. The tender documents must be properly numbered and bonded.
- c) Evidence of authority of the person signing tender papers
- d) Documents required in proof of eligibility criteria mentioned above.
- e) Original or duly attested copies of documents enclosed. Attestation should be done by a gazetted officer of Govt of India, Notary or Ist Class Magistrate. In case of submission of photocopies the tenderers should be able to produce the originals on demand by CONCOR.

Index indicating the serial number of the attached paper may be prepared and enclosed with the documents.

**6. The following documents shall be submitted in the financial bid.**

The schedule of rates given at Annexure-‘II’ duly filled in & signed by the Tenderer (**Both in words and figures**) Excess be quoted fresh in full item-wise, if required a separate sheet be enclosed. **Any reference to existing excess given in the present/past policy will not be acceptable.**

- 6.1 The tenders duly completed as described above must reach the designated office of Group General Manager/CML, Container Corporation of India Ltd., Corporate Office, C-3, Mathura Road, New Delhi up to 13:00 hrs. on 9/3/2010 positively. Tenders received after 13:00 hrs. on 9/3/2010 will not be considered.
- 6.2 Any tender delivered or sent otherwise will be at the risk of tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day at the same place and venue.
- 6.3 The tenders will be opened at CONCOR’s office, located at the above address at 14:30 hrs. on 9/3/2010 Only the envelope containing the pre-qualification bids will be opened on the due date.
- 6.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by Telegram will not be considered. The Managing Director, CONCOR, reserves the rights to extend the date of submission and opening of tender.
- 6.5 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.
- 6.6 The schedule of rates should be filled in carefully after considering all the aspects as described in the Chapter-3 on “Scope of Work” and “Terms & Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Contract “**Comprehensive Insurance Policy for the year 2010--2011**” Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed

in full by the Tenderer or his authorized signatory. **The total number of cutting on each page must be mentioned on the bottom of each page.**

- 6.7 The Tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- 6.8 CONCOR reserves the right to retender/modify the terms and condition of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e.L-1.
- 6.9 Tenderer shall not increase his/their quoted rates in case the CONCOR Administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.
- 6.10 The rates for all categories in the schedule of rates must **be quoted in both Words and figures**. If there is variation between the rates quoted in “figures” and in “words” only the rates 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.
- 6.11 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is dully authorized to sign for and on his behalf and Embossed with official seal at the time of submission.
- 6.12 Each and every supporting document attached with the tender should be signed by the intending Tenderer and embossed with the official seal at the time of submission.
- 6.13 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the Tenderer and dated.
- 6.14 If a Limited Company or a Limited Corporation submits the tender application, it shall be signed by the duly authorized person Such Limited Company or Corporation will be required to furnish satisfactory evidence such as articles of association of its existence before the contract is awarded.
- 6.15 The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 6.16 CONCOR may, recognize changes in Power of Attorney and related documents after obtaining proper legal advice, cost of which will be chargeable to the Tenderer/contractor.

**7. VALIDITY OF OFFER**

The Tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR.

**8. ACCEPTANCE OF TENDER**

- 8.1 The authority for acceptance of the tender documents and tendered rates will rest with the Competent Authority of Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 8.2 Acceptance of tendered rates will be communicated by cable/ Telex/ Telegram / Express Letter or Formal Acceptance of tender. In case where Cable/Telex/ Telegram or Express Letter indicates acceptance, the Formal Acceptance of Tender will be forwarded to the contractor as soon as possible, but the Cable/Telex/Telegram or Express Letter should be deemed to conclude the contract.
- 8.3 The tender documents in which tender is submitted by a Tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the Tenderer who resorts to canvassing will be liable for rejection.
- 8.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.
- 8.6 If tenderer deliberately gives wrong information or conceals any information/ /facts in his tender, which shall be favourable for acceptance of his tender Fraudulent then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.
- 8.7 The tenderer shall treat the contents of the tender documents as private and Confidential.

**9. AMENDMENTS TO TERMS & CONDITIONS:**

- 9.1 CONCOR reserves its rights to make additions/alterations to and or amend/

alter the terms and conditions of this contract & the resultant contract, without basically affecting the core of the contract.

10. **GENERAL**

- 10.1 Any clarification in regard to the meaning or intent or interpretation of any of the Provisions of these terms and conditions required on any point shall be sought from Group General Manager, CONCOR, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to him and his decision shall be final and binding.

11. **DOWNLOADING OF TENDER THROUGH WEBSITE OF CONCOR:**

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

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

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

12. **POSTAL ADDRESS FOR COMMUNICATION**

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

**GROUP GENERAL MANAGER**  
*For and on behalf of*  
*Container Corporation of India Ltd.*

**CONTAINER CORPORATION OF INDIA LTD.**

**SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE CONTRACT FOR COMPREHENSIVE INSURANCE POLICY FOR THE YEAR 2010--2011 FOR CONCOR.**

**Chapter - 3**

**PREAMBLE.**

CONCOR's performs function of operating inter-modal terminal for ISO/DSO containers carrying export/import/domestic cargo destined for arriving from various inland destinations including the gateway ports. Through this terminal, CONCOR provides single window services to the shippers/consignors/consignees.

Insurance cover for property owned by CONCOR and CONCOR liability towards parties will cover following:

**1. DETAILS OF COVER REQUIRED:**

Buildings, other structures & office Contents.  
Electronic Equipments Insurance  
Breakdown of electrical & Mechanical Equipments.  
Equipment Insurance – Containers, Wagons & Cargo Handling Equipments.  
Third Party Liability  
(A) Liability in relation to Cargo & containers.  
(B) Liability towards air cargo consignments.  
Liability in respect of Breach of duty & errors or omissions.  
Insurance in respect of liabilities to Custom authorities  
Employer's Liability.  
Fatua consignment agency contract.  
Public Liability Act Insurance Policy.  
Directors & Officers Liability Insurance Policy

**2. Details of the Insurance Scheme:**

**1.1 Building & Contents**

- a) Fire, Burglary & Theft
- b) Lightning.
- c) Explosion/ Implosion.
- d) Aircraft Damage.
- e) Riot, Strike & Malicious Damage
- f) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
- g) Impact Damage.
- h) Subsidence and Landslide Including Rock Slide.
- i) Bursting and/ or overflowing of Water Tanks, Apparatus and Pipes.
- j) Bush Fire.
- k) Earthquake.
- l) Short Circuiting.

## **1.2 Electronic Equipments**

Coverage:

- a) Fire & Allied Perils
- b) Burglary & Theft
- c) Electrical & Mechanical breakdown.
- d) Accidental Damage.
- e) Earthquake Fire and/or shock damage.

## **1.3 Breakdown of electrical/ Mechanical & office Equipments.**

Coverage:

- a) Fire & Allied Perils
- b) Burglary & Theft
- c) Electrical & Mechanical breakdown.
- d) Loss due to short-circuiting.

## **1.4 Containers, Wagons & Cargo Handling Equipments**

**Coverage:**

- a) All Risks cover.  
(This includes Electrical & Mechanical breakdown).
- b) CONCOR's expenses in respect of their equipments towards salvage charges incurred to mitigate a loss.

Wagons are covered for total loss only.

## **1.5 Third Party Liability (Public Liability)**

Coverage: CONCOR's Liability to third parties in respect of

- a) Accidental bodily injury to or disease sustained by persons.
- b) Accidental loss of or damage to material property.

## **1.6 Liability in relation to cargo & containers including air cargo consignments**

Coverage: This will cover liability in respect of loss/ damage to air cargo in the custody of CONCOR within India:

(A) This includes Cargo in transit by road & rail and warehoused in CPC/Goa

- a) Approved Trading Conditions (as per IWB) and/ or
- b) As per Railways Act 1989 adopted by CONCOR.

**(B) For Air Cargo Consignments:**

The Liability of the insurer for air cargo consignments will be as laid down in the Warsaw convention &/ or the IATA regime @ U.S.\$ 20/- per kg, equivalent in Indian Rupees

as on the date of loss. This will include perishable cargo warehoused at CPC, Goa for exports/imports. Capacity of the Centre for Perishable Cargo/Goa (Refrigerated) {CPC} is 30 MT. Normally dwell time of the cargo will be 4 hours. In exceptional cases, we may assume maximum 48 hrs of dwell time.

### **1.7 Breach of Duty & Errors or Omissions**

Coverage: This covers liability arising from:  
Wrong stuffing, non- observance of stuffing norms, preparation of  
Wrong tally sheets in the operation of business, mis-despatch of Containers.

### **1.8 Liability towards Customs**

Coverage: This covers legal liability towards custom authorities for claims, fines & penalties resulting from:

- a) Short or over delivery of cargo.
- b) As specified in Insured's Import/ Export Continuity Bonds.  
Since this is a statutory levy, the same will be refundable on actual basis, as paid by CONCOR to Custom Department. Since, Custom is a Govt. Department; the same are worked out by the Custom Department as per Custom rules and are payable by CONCOR as Custodian of the cargo/containers.

### **1.9 Employer's Liability**

Coverage: This Section covered insured liability for death or bodily injury towards their Employees/ Contractor's Employees under:

- a) Workmen's Compensation Act. 1923.
- b) Fatal Accidents Act, 1855.
- c) Common Law.

### **1.10. Fatua consignment agency contract.**

Details of the contract are enclosed at Annexure— IV. The contract involves custody of steel consignments for storage and distribution of steel consignments at CONCOR's terminal at Fatua near Patna. .

### **1.11. Public Liability Act Insurance Policy.**

Paid up Capital of the Company is Rs. 129.98 crores and turn over during FY 2008-09 is Rs. 3417 crores.

### **1.12 Directors & Officers Liability Insurance Policy.**

This policy will cover all Directors and Officers of the Company.

Sum assured for all claims during policy period of one year = Rs 5 crores.

Coverage: This policy will cover

- (a) Liability and company reimbursement cover.
- (b) For legal representatives, heirs, assigns or estates in the event of death, incapacity, insolvency or bankruptcy of insured.
- (c) For employment practices Liability cover-limited to designated Employees only.

(2) **Submission of Quotes.**

2.1. CONCOR is exploring the possibility of insurance cover on first loss basis also. According to our assessment, the PML (Probable maximum loss) figures would be about Rs. 200 Crores against our properties in ICD/Tughlakabad and DCT/Okhla and Rs. 100 crores for terminal at Dadri. Cost does not include the cost of land. Premium may be quoted for the same also and sealed in same envelope along with Annexure II. In case insurance company is able to quote premium for any item, the same may be highlighted with brief reasons thereof.

2.2 No Broker/Consultant will be involved by either party and premium quoted should be without brokerage..

**2.3 You are also requested to indicate detailed terms and conditions of the different policies including exclusions, excess deductibles for different perils if any, and should form the part of financial bids.**

### 3. PRESENT POLICY SCHEDULE

Part I	PROPERTY	MATERIAL DAMAGE	SUM INSURED INR
	I	Buildings, other structures and office contents.	Rs.2283.99CRORES
	II	Electronic Equipment insurance.	
	III	Breakdown of Electrical and Mechanical Equipments.	
	IV	Containers, Wagons and cargo handling equipments.	
PART II	LIABILITY	SECTION	TOTAL LIABILITY AMOUNT RS. 10 CRORES.
			SECTIONWISE SUB LIMITS.
	V	Third Party Liability	AOA: 1 CRORE AOY: 2 CRORES
	VI a)	Liability in relation to cargo and containers including towards loss or damage to accessories.	AOA : 5 CRORES AOY 10 CRORES.
	b)	Liability towards Air Cargo Consignments.*	AOA : 1.25 CRORES AOY 3.75 CRORES
	VII	Liability in Respect of Breach of Duty and Errors or omissions	AOA ; 50 LAKHS AOY : 1 CRORE
	VIII	Liability to Custom authorities	AOA: 50 LAKHS AOY: 1 CRORE
	IX	Employer's Liability	AOA: 25 LAKHS AOY: 50 LACS.
	X	Fatua Consignment agency contract..	Sum Insured Rs. 2 CRORES
	XI	Public Liability Insurance Act 1991 Policy	AOA: 16.67 CRORES AOY: 50 CRORES
	XII	Directors & Officers Liability Insurance Policy. Sum assured Rs. 5 crores.	AOA: 1.25 CRORES AOY: 5 CRORES.

**GEOGRAPHICAL LIMIT – ANYWHERE IN INDIA.**

**\* Centre for Perishable Cargo (Refrigerated) Airport, Goa will also be covered this year. In this regard Chapter 3-Details of cover required 1.6(B) may be referred.**

#### 4 .PRESENT SCHEDULE OF DEDUCTIBLES ( EXCESS )

<b>Perils</b>	<b>Excess</b>
Fire, Earthquake & other perils	5% of the claim amount subject to minimum of Rs. 10,000/-
Burglary & Theft including loss of cash	5% of the claim amount subject to minimum of Rs. 10,000/-
All Risks cover, including Electrical & Mechanical Breakdown a) for their cargo handling equipments.  b) for their other equipments.	5% of the claim amount subject to maximum of Rs. 25000/-  5% of the claim amount subject to maximum of Rs. 10,000/-
Accidental Damage to: a) Containers not owned by CONCOR  b) Containers owned by CONCOR.  Total Loss of Wagons.	5% of the claim amount subject to minimum of Rs. 5000/-  Nil. Flat excess of Rs. 1,00,000/- per wagon.
All Risks cover including electrical & mechanical breakdown for office equipments and electronic equipments including computer hardware.	5% of the claim amount subject to maximum of Rs. 2500/-

#### LIABILITY COVER

<b>Liability</b>	<b>Excess</b>
Accidental Damage to containers not owned by CONCOR	5% of the claim amount subject to minimum of Rs. 5,000/-
Liability Covers, other than Employer's Liability	5% of the claim amount subject to minimum of Rs. 10,000/-
Employer's Liability Cover	First 3 days compensation in case of Temporary Total Disability of upto 28 days.
Fatua consignment agency contract	5% of the claim amount subject to minimum of Rs. 10,000/- for Act of God Perils and Rs 10,000/- for other perils.
Directors and Officers Liability Insurance Policy	0.5% of the claim amount or minimum Rs 25,000/-
Public Liability Act Insurance Policy.	No excess.

**4. VALIDITY OF INSURANCE COVER.**

The insurance cover will be valid for one year from 1/4/2010 to 31/3/2011 (midnight to midnight). However, liability of Insurance extends to all cases occurring during the above said period even though actual payment might be done after expiry of period covered for premium.

**5. TIME LIMIT FOR SETTLEMENT OF CLAIM.**

The Agency appointed shall settle the claim within 15 days of receipt of all the papers from CONCOR.

In case of claim cases decided by the Court, Agency shall reimburse the claim amount to CONCOR within 15 days of receiving the court order provided the loss has taken place during the policy period.

**Group General Manager/CML  
For and on behalf of Container Corporation of India Ltd.**

The scope of work and all terms and conditions listed from Para 1 to 11 along with their sub-  
paras have been read carefully, understood and accepted.

**Signature of Tenderer  
For and on behalf of (Name, Designation and Address)**

**CONTAINER CORPORATIN OF INDIA LTD.**  
**COMPREHENSIVE INSURANCE POLICY 2009--2010 FOR CONCOR.**

**Chapter -4**

**SPECIAL CONDITIONS**

Special conditions of Policy will be as under:

**I. INFORMATION**

The CONCOR shall divulge to the Insurer all material information, whether or not requested by the Insurer, that the Applicant could reasonably be expected to know which would affect the judgment of the Insurers in accepting the risk or imposing special terms and conditions.

It is warranted that all particulars and information given by the CONCOR are true in so far as the same are within the CONCOR's knowledge or could with reasonable diligence have been ascertained.

All particulars and information given at the time of application for Insurance shall form the basis of the Contract of Insurance and if such particulars and information are false, or misleading, the Insurer has the right to avoid the insurance.

**II CANCELLATION**

The policy may be cancelled at any time by either party by giving 30 days notice in writing by post to the last known address of the other party. If the policy is cancelled, provided there has been no claim during the policy period, a proportion of the premium paid in respect of the unexpired policy period will be returned.

If the Policy is cancelled on the request of the CONCOR, provided there is no claim during the policy period, the refund of premium on short period scale will be returned to the CONCOR.

**III CANCELLATION OF INSURANCE BECAUSE OF NON – PAYMENT OF PREMIUM.**

SECTION 64VB of the Insurance Act.

Entire premium has to be received on or before the commencement of risk to comply with the provision of Section 64 VB of Insurance Act.

**IV. CLAIMS**

(i) Unless otherwise agreed by the Insurer, it is a condition precedent that in the event of an accident or occurrence, the CONCOR shall as soon as possible, but in any case not later than 1 month after becoming aware of the accident or event likely to give rise to a claim, give notice thereof to the insurer, or their named claims representative, together with all known details. Every letter, notice, writ, summons and process relating thereto shall be notified or forwarded to the Insurer or their claims representative immediately on receipt.

(A)(ii) No admission, offer, promise, payment or indemnity shall be made or given by, or on behalf of the CONCOR without the written consent of the Insurer or their claims representative.

(A)(iii) The Insurer shall be entitled to take and conduct, in the name of the CONCOR, the defence of any claim or to prosecute in the name of the CONCOR for their own benefit any claim for the indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim.

(A)(iv) The CONCOR shall at all times do and concur in doing and permit to be done all such acts as may be necessary or required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity, especially to ensure that time extensions are requested in an endeavor to prevent claims becoming time barred, from other parties against whom the Insurer could or would become entitled to be subrogated upon settling any claim arising under insurance granted to the CONCOR, whether such acts shall become necessary or required before or after indemnification of the CONCOR by the Insurer.

(B) Insurance hereunder is a Contract of Indemnity and unless the Insurer otherwise decides, it is a condition precedent to an CONCOR's right to obtain indemnity under this Policy that the CONCOR shall become liable to pay and shall in fact have paid such claim.

(C)(i) In the event of a recovery being obtained from another party in respect of any claim, the Insurer shall be reimbursed or credited with the proceeds of such recovery up to the full amount paid or payable by the Insurer. Should the recovery proceeds exceed the amount paid or payable by the Insurer, any such surplus shall be reimbursed or credited to the CONCOR up to the full amount so paid or payable by the CONCOR.

(C)(ii) If any recovery obtained exceeds the amounts paid or payable by both the Insurer and the CONCOR, such surplus shall be equitably divided between the Insurer and the CONCOR after assessing the interest that could have been earned on any amounts lost or expected.

(D) If the CONCOR shall make any claim knowing the same to be false or fraudulent, as regard to the amount or otherwise, insurance shall become void and shall cease forthwith. All other claims shall be forfeited.

**(D) EMPLOYMENT OF LAWYERS AND OTHER PERSONS**

(E)(i) Without waiving any of the Insurer's rights or remedies hereunder, the Insurer may at any time appoint and employ on behalf of the CONCOR, on any terms they may consider to be appropriate, lawyers, surveyors or other persons (notwithstanding that such lawyers, surveyors or other persons have previously been appointed by the CONCOR) for the purpose of dealing with any matter likely to give rise to a claim under the CONCOR's insurance cover, including, but not limited to, investigating, or advising on any matters and taking or defending legal or other proceedings connected therewith. The Insurer may also discontinue such employment as they may consider to be necessary.

(E)(ii) The costs and expenses incurred in connection with a particular case shall only be recoverable from the Insurer on the condition that all lawyers, surveyors and other persons employed in connection therewith are appointed with the

prior consent of the Insurer, or by the Insurer in accordance with the preceding Paragraph (E)(i)

(E)(iii) All lawyers, surveyors and other persons appointed by the \ Insurer on behalf of CONCOR or appointed by CONCOR with the prior written consent of the Insurer shall at all times be and be deemed to be appointed and employed on the condition:

(a)that ( without prejudice to their right to withdraw from the matter on any other grounds) they shall be entitled to withdraw from the matter if either the Insurer or the CONCOR so requests or if such person considers that a conflict of interest has arisen or may arise between the CONCOR and the Insurer so that he ought to withdraw from the matter;

(b) that they have been instructed by the CONCOR at all times (both while so acting and after having withdrawn from the matter) to give advice and to report to the Insurer in connection with the matter without prior reference to the CONCOR;

(c) that they are to produce to the Insurer without prior reference to the CONCOR any documents or information in their possession or power relating to such matter; as if such person had been appointed to act and had at all times been acting on behalf of the Insurer and notwithstanding that any such advice, reports, documents or information would otherwise be the subject of legal or any other form of privilege.

## **V. LIMITS OF INDEMNITY**

- (A) The Insurer's liability to indemnify the CONCOR for loss and/ or damage, and/or liability CONCOR, arising out of any one accident or occurrence, shall be subject to such limits as shown in the Policy and/ or schedule.
- (B) When different limits of indemnity are applicable to various Sections of the CONCOR's cover, in the event of an accident or occurrence causing loss and/ or damage and/or involving liability of the CONCOR, the lower limits of indemnity will apply to the specific Sections subject to the overall higher limit of indemnity.
- (C) It is a requirement of this policy of insurance that the sum(s) CONCOR specifies in The Schedule in respect of the property CONCOR under Sections 1,2 & 3 shall not be less than the New Replacement Value of such property and for Section 4 (of policy schedule) it shall not be less than the market value of such property.
- (D) Underinsurance: - If the property hereby CONCOR shall, at the commencement of any damage, be collectively of greater value than the Sum CONCOR thereon, then the CONCOR shall be considered as being his own insurer for the difference, and shall bear the ratable proportion of the loss accordingly. Salvage is to be considered in the same proportion. Every item, if more than one, of the policy shall be separately subject to this condition.

## **VI. DEDUCTIBLES**

- (A) Insurance hereunder will be subject to deductibles shown in the Policy and/ or Schedule.

- (B) The deductible shall apply to each accident or occurrence, unless specifically shown to the contrary.
- (C) In the event of an accident or occurrence-giving rise to a single claim where several different deductibles are applicable, the total deductible to be applied shall be no greater than the highest applicable deductible.

#### **VII. ASSIGNMENT OF INSURANCE AND LOSS PAYEE**

- (a) CONCOR shall not assign or give the benefits of its cover to sub contractor or any
- (b) other person and no such purported assignment or subrogation shall bind the
- (c) Insurer in any way whatsoever.
- (d) No assignment of any interest under this Policy shall have any effect unless and until the Assignor shall have notified the same to the Insurer and the Insurer shall in its absolute discretion have approved the assignment in writing.

#### **VIII. NOTICES**

- (A) A notice required under these Terms and Conditions to be served on the Insurer be served by sending it through the post in a prepaid letter or by sending it by facsimile message addressed to the Insurer.
- (B) A notice required under these Terms and conditions to be served on CONCOR may be served by sending it through the post in a prepaid letter or by sending it by facsimile message addressed to CONCOR at his address as appearing in the Policy.
- (C) Any notice or other document if served by post shall be deemed to have been served on the second day following the day on which the letter containing the same was put in the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post in a pre-paid envelope. Any notice served by facsimile machine shall be deemed to have been served on the day it was dispatched and in proving such service it shall be sufficient to prove that such facsimile message was duly dispatched.

#### **IX. GOVERNING LAW AND DISPUTES**

This policy and any other contract of insurance between the Insurer and CONCOR shall be governed in every respect by and construed exclusively in accordance with Indian Law including, without limitation, its formation, validity, breach or termination.

#### **X. ARBITRATION**

If any difference shall arise as to the quantum to be paid under the Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in the difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party in accordance with the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and for the time being in force. In case either, party shall refuse or fail to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire whom they shall have appointed in writing before entering on this reference and who shall sit with the arbitrator and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

#### **XI. LIMITATION**

the company shall disclaim the liability to the CONCOR for any claim hereunder, and if such claim shall not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit in a court of law, the claim shall for all purposes be deemed to have been abandoned & shall not thereafter be recoverable hereunder.

#### **XII.INSPECTION OF RECORDS**

The books of the CONCOR, so far they concern the risks falling within the scope of this Policy, shall be open to the inspection of an authorized representative of the Insurer during normal office hours, subject to prior notice. Such inspection shall take place at the offices of the CONCOR during the continuance of this Insurance or any liability hereunder.

#### **XIII. AMENDMENTS AND ALTERATIONS IN POLICY.**

Any amendments and/or alterations to this Policy that are agreed, either by correspondence shall be automatically biding hereon, and unless otherwise agreed by the parties hereto, shall be formally documented by an exchange of correspondence signed by the parties or by the issue of an endorsement or addendum which shall be considered to form an integral part hereof.

#### **XIV. SEVERABILITY**

If for any reason any portion of Policy shall be held invalid or unenforceable, the same shall not affect the validity or enforceability of the remainder hereof. Further, if any provisions hereof shall be adjudicated to be invalid or unenforceable, such provision or provisions shall be deemed deleted here from for purposes of enforcing Policy and such deletion shall apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made; provided, further, to the extent any provision hereof is deemed unenforceable by limitations thereon, the parties hereto agree that the same shall be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction in which enforcement is sought.

#### **XV. EXTENDED CLAIMS REPORTING CLAUSE**

In the event of non-renewal or cancellation of this Policy, either by the Company or the CONCOR, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accident which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

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Container Corporation of India Ltd								
GROSS and NET ASSETS (Excluding Free Hold Land and Lease Hold Land)								
AS ON 31-12-2009 (PROVISIONAL)	CORP		NR		WR		SR	
(Figures in Rupees)	Gross	Net	Gross	Net	Gross	Net	Gross	Net
BUILDING	625,152,628.28	596,810,149.73	1,160,447,282.78	795,859,044.33	850,338,184.50	651,925,461.79	888,626,409.53	604,698,800.84
RAILWAY SIDING	659,693.00	642,952.16	134,816,549.17	93,257,970.39	71,204,748.07	42,713,087.84	36,397,226.89	12,714,511.86
PLANT & MACHINERY *	16,563,910,217.67	12,747,257,730.96	1,192,360,611.89	389,488,700.17	6,618,291.00	1,872,466.07	106,326,944.22	88,738,402.47
CONTAINERS	717,426,761.43	455,087,969.38	-	-	-	-	41,460.70	25,479.03
ELECTRICAL INSTALLATION	18,375,813.22	14,701,122.18	136,371,137.47	26,701,341.31	44,955,134.64	19,680,798.82	44,352,968.69	7,392,513.43
COMPUTERS incl. SOFTWARE	544,864,878.12	184,764,227.08	93,500,314.99	19,390,004.95	21,152,791.00	7,979,140.48	23,070,656.40	7,350,040.45
FURNITURE & FIXTURES	14,309,982.21	8,242,039.65	28,131,015.33	9,256,494.97	10,910,657.08	3,982,497.18	11,151,244.99	3,353,184.54
OFFICE EQUIPMENT	11,432,561.93	7,549,134.22	21,645,639.30	12,129,430.08	13,553,978.00	9,937,729.08	7,992,255.94	3,941,327.58
TELEPHONE SYSTEMS	2,590,025.20	1,549,490.18	3,895,688.13	1,853,824.69	1,541,548.00	750,134.12	2,080,625.12	1,113,073.60
AIR CONDITIONER	11,005,167.74	7,953,348.60	5,271,007.57	3,090,660.34	5,367,856.00	3,215,516.95	2,925,729.72	2,026,972.51
VEHICLES	795,402.00	416,219.15	3,842,887.96	662,737.92	7,741.00	-	35,662.00	116.50
CAPITAL EXPENDITURE	79,941,076.68	-	89,541,475.50	-	2,338,163.00	-	200,416.00	157,038.28
<b>TOTAL</b>	<b>18,590,464,207.48</b>	<b>14,024,974,383.29</b>	<b>2,869,823,610.09</b>	<b>1,351,690,209.15</b>	<b>1,027,989,092.29</b>	<b>742,056,832.33</b>	<b>1,123,201,600.20</b>	<b>731,511,461.09</b>
	Includes Wagons	16,555,643,587.67	12,740,360,417.59					
*				-	-	-	-	-
			-					
			28-					



## Annexure I

**WAGONS SHOWN UNDER CORPORATE OFFICE ASSETS MOVE ALL OVER THE COUNTRY.**

**CONTAINERS MOVE FROM TERMINAL TO TERMINAL ACROSS THE COUNTRY.**

No. of owned containers	9316
No of owned wagons BLL/BLC	8747
BFKI/BFKN	1357
Average cost of a containers 20'	Rs.1.25 lac
value of wagon- BLL/BLC	Rs.20 lacs
Value of BFKI/BFKN	Rs.2.50 lac
Value per container	Rs.1.25 lacs
Cost of RTG/RMG	Rs. 7 crores
Cost of one Reach Stacker	Rs.1.79 crores
Cost of Reach stacker old (Belotti & Indital)	Rs. 60 lacs
<b>REACH STACKER DEPLOYMENT</b>	<b>No.26</b>
ICD/TKD	14
Domestic Container Terminal./Okhla	2
ICD/Tondiarpet (Chennai)	3
ICD/Dadri	5
Harbour of Madras	2
<b>RTG/RMG DEPLOYMENT</b>	<b>14</b>
ICD/Tughlakabad	8
ICD/Dadri	4
ICD/Dhandarikalalan (Ludhiana)	2

## Annexure-II

### OFFER FORM

To,  
The MD,  
Through Group General Manager  
CONCOR

Ref: Tender No.

Sir,

1. We declare that we are a Public Sector Insurance Company/ Private Insurance Company registered with Insurance Regulatory Development Authority.
2. We are suitably equipped to provide Insurance Cover to the Container Corporation of India Ltd. as described in the tender documents.
3. We certify that we fully comply with the eligibility criteria as required vide the tender document.
4. We hereby offer to provide insurance cover to Container Corporation of India Ltd. at the premium in the enclosed format: Detailed terms and conditions, excess deducatables, exclusions etc. are also enclosed.
5. We certify that we had not engaged any insurance consultant/broker for the policy and rates quoted are net premium without involving any agent.
6. We agree to keep our offer valid for acceptance for a period of 120 days from the date of the submission of the tender and shall be bound by a communication of acceptance within the time.

Signature of the Tenderer  
Address

Date:

ENCLOSED: FORMAT 2 PAGES.

FORMAT FOR QUOTING RATES (Both in words and figures in INR)											
PERILS	SUM INSURED.	Basic rate		Discount if any		Net rate		Service tax		Total premium	
		In words	in figures	In words	In figures	In words	In figures	In words	In figures	In words	In figures
PROPERTY	Rs.2675.57 crores										
1. Fire, Earthquake and other perils											
2. Burglary & theft including loss of cash											
3.All risk cover including electrical & mechanical breakdown											
a) For cargo handling equipments											
b) For other equipments.											
4. Accidental damage to CONCOR owned containers and (total loss of) Wagons											
5. All risk cover including electrical & mechanical breakdown for office equipment and electronic equipments including computer hardware.											
LIABILITY COVER	TOTAL LIABILITY AMOUNT										
	RS. 10 CRORE										
6. 3rd party liability	AOA : 1 CRORE										
	AOY: 2 CRORE										
7.Liability in relation to Cargo and containers including towards loss or damage to accessories	AOA : 5 CRORE										
	AOY: 10 CRORE										
8.Liability in respect of breach of duty & errors or omissions	AOA : 50 LACS										
	AOY: 1 CRORE										

9.Liability to Customs Authorities	AOA : 50 LACS AOY: 1 CRORE												
10.Employer's Liability	AOA : 25 LACS AOY: 50 LACS												
SPECIAL LIABILITY COVER													
11.Cargo/Containers in CONCOR custody (insured against Acts of God)	AOA 1 CRORE AOY:3 CRORE												
12.Cash in Transit and cash in safe	Rs. 3 lakhs												
13.Liability towards Air Cargo consignments (as per Warsaw cpmventopm and/or IATA Region @ US\$ 20/- per KG equal to Indian rupees OTHER POLICIES	AOA :1.25 CRORE AOY: 3.75 CRPRES												
14.Director's & Officers Liability Insurance Policy	AOA : 1.25 CRORE AOY : 5 CRORE												
15. Public Liability Insurance Policy	AOA : 16.66 CRORE AOY : 50 CRORE												
16.Insurance cover for consignment Agency Contract-SAIL Fatua	Sum insured Rs. 2 CRORE.												

<b>SCHEDULE OF DEDUCTIBLES (EXCESS)</b>	
Perils	Excess
Fire, Earthquake & other perils	
Burglary & Theft including loss of cash	
All Risks cover, including Electrical & Mechanical Breakdown	
a) for their cargo handling equipment	
b) for their other equipments	
Accidental damage to	
a) containers not owned by CONCOR	
b) containers owned by CONCOR	
Total loss of wagons	
All risks cover including electrical & mechanical breakdown for office equipment and electronic equipments including computer hardware	
<b>LIABILITY COVER</b>	
Liability	<b>Excess</b>
Accidental damage to containers not owned by CONCOR	
Liability Covers, other than Employer's liability	
Employer's Liability Cover	

**LIST OF CONCOR OFFICES AND THEIR ADDRESSES.**

**Corporate Office:**

**CONCOR BHAWAN, C-3, MATHURA ROAD  
OPP.APOLLO HOSPITAL, NEW DELHI**

**Regional Offices.**

**Central Region.  
BPCL building ,1<sup>st</sup> Floor,  
7 Chitnavis Marg,  
Near National Fire Service College,  
Civil Lines, Nagpur-2540551.**

**Eastern Region.  
Metro Rail Bhawan,10<sup>th</sup> Floor  
3/1,Jawahar Lal Nehru Road,  
Kolkata-71.**

**Northern Region.  
Inland Container Depot. Tughlakabad,  
New Delhi-110020.**

**North Central Region.  
No. 502m 5<sup>th</sup> Floor,  
P-5, Ocean Plaza, Sector-18  
NOIDA-UP**

**North West Region,  
509,5<sup>th</sup> Floor, Atma Ram House,  
Opp. Old RBI Building,  
Ashram Road,  
Ahmadabad-380009.**

**Southern Region  
No. 51 (1<sup>st</sup> Floor)  
Montieth Road, Egmore  
Chennai-600003.**

**South Central Region  
No. 602 and 603,  
6<sup>th</sup> Floor, Navketan Building,  
Opp. Clock Tower, SD Road,  
Secunderabad-500003,**

**Western Region,  
5<sup>th</sup> Floor, New Administrative Bldg.**

**Central Railway, DN Road,Mumbai-400001.-**

<b>CONCOR CONTAINER TERMINALS (59 Terminals)</b>				
<b>PURE EXIM CONTAINER TERMINALS (18)</b>		<b>COMBINED(EXIM+ DOMESTIC) CONTAINER TERMINALS (31)</b>		<b>PURE DOMESTIC TERMINAL (10)</b>
<b>(CENTRAL REGION)</b>		<b>(CENTRAL REGION)</b>		<b>(EASTERN REGION)</b>
Nil	1	Daulatabad (Aurangabad)		1 Fatuha (Patna)
<b>(EASTERN REGION)</b>		2 Nagpur		2 Shalimar (Kolkata)
Amingaon(Guwahati)	3	Bhusawal		3 Durgapur
<b>(NORTHERN REGION)</b>		4 Raipur		<b>(NORTHERN REGION)</b>
Tughlakabad (Delhi)	5	Mandideep (Bhopal)		4 Okhla (Delhi)
Babarpur (Panipat)		<b>(EASTERN REGION)</b>		5 Phillaur (Ludhiana)
Dhandharikalan (Ludhiana)	6	Majerhat(Kolkata)		<b>(NORTH WEST REGION)</b>
<b>(NORTH CENTRAL REGION)</b>		7 Balasore		6 Khodiyar (Ahmedabad)
Dadri (Greater Noida)	8	Tata Nagar (Jamshedpur)		<b>(SOUTHERN REGION)</b>
Malanpur(Gwalior)	9	Haldia		7 Salem Market
<b>(NORTH WEST REGION)</b>		<b>(NORTHERN REGION)</b>		<b>(SOUTH CENTRAL REGION)</b>
Sabarmati (Ahmedabad)	10	Moradabad		8 Sanathnagar (Hyderabad)
Vadodara (Chhani)	11	Rewari		9 Guntur
<b>(SOUTHERN REGION)</b>		12 Kanakpura (Jaipur)		<b>(WESTERN REGION)</b>
Milavittan(Tuticorin)	13	Ballabh Garh		10 Turbhe(Mumbai)
Iruqur(Coimbatore)	14	Bhaqat ki kothi (Jodhpur)		
Harbour of Madras (Chennai)	15	Sonepat		
Tiruppur	16	Dhappar		
<b>(SOUTH CENTRAL REGION)</b>				
Sanathnagar (Hyderabad)		<b>(NORTH CENTRAL REGION)</b>		
<b>(WESTERN REGION)</b>		17 Agra East Bank (Agra)		
New Mulund (Mumbai)	18	Kanpur		
Mulund (Mumbai)	19	Ravtha Road (Kota)		
Pithampur (Indore)	20	Madhosingh (Mirzapur)		
Dronagiri Node		<b>(NORTH WEST REGION)</b>		
Ratlam	21	Vododara		
	22	Gandhidham		
	23	Ankleshwar		
		<b>(SOUTHERN REGION)</b>		
	24	Whitefield (Bangalore)		
	25	Tondiarpet (Chennai)		
	26	Koodal Nagar (Madurai)		
	27	Cochin		
		<b>(SOUTH CENTRAL REGION)</b>		
	28	Visakhapatnam		
	29	Desur		
		<b>(WESTERN REGION)</b>		
	30	Miraj		
	31	Chinchwad (Pune)		

**FATUA ( PATNA) CONSIGNMENT AGENCY COVER**

CONCOR has entered into a consignment agency contract with M/s Steel Authority of India Ltd. (SAIL) for storage and distribution of steel consignments at CONCOR's terminal at Fatua near Patna. The contract involves custody of steel consignments worth about Rs. 2 crores at any given time.

The liability of CONCOR is as per para 11.0 of the contract which is reproduced below:

- 11.1 The Consignment Agent shall be responsible for all losses/ damages/ deterioration caused to the materials, when the materials are in Consignment Agent's custody, including losses if any, caused during transportation and handling by the Consignment Agent. The Consignment Agent is to accept the Company's practice of determination of weight for dispatch by the plants/ Stockyards and for dispatch by the Company's Transport and Shipping Branches and for deliveries/ dispatch from the Company's Stockyards/ Conversion Agents premises etc. as prevailing from time to time.
- 11.2 The Consignment Agent shall not hypothecate and/ or charge and/ or encumber in any manner whatsoever the materials dispatched to/ stored by him either in full in part to any bank, a financial institution or association (s) of Company or firm as security or otherwise.
- 11.3 The Consignment Agent shall not suffer any injunction and/ or attachment and/ or appointment of Receiver in respect of the Company's materials dispatched to/ stored by him.
- 11.4 No cognizance will be taken by the Company of the cases where Railways refuse to accede to the Consignment Agent's request for open delivery or delivery after reweighment or for issue of shortage certificate or for witnessing inspection, by independent surveyor. It will be Consignment Agent's responsibility to handle such cases.
- 11.5 Materials received by Rail either at private or public siding:

The Consignment Agent has to account for total weight charged in the Consignment Advice (s)/ Stock Transfer Challan (s). The materials shall be deemed to be in the Consignment Agent's custody as soon as the Railway receipts/ Plant Consignment Advices/ Stock Transfer Challan (s) are handed over to the Consignment Agent by the Company, irrespective of the fact whether the materials are in transit or are actually received by the Consignment Agent.

The receipt of materials shall be accounted for by the Consignment Agent on the basis of the quantities dispatched by the Company as per the Consignment

Advices/ Stock Transfer Challan (s) issued by the Company. The Consignment Agent shall be accountable to the Company for the entire quantity as mentioned in the Consignment Advices/ Stock Transfer Challan (s).

In the event that materials arrived at the public booking point/ private siding / CA premises, as the case may be, and documents like Consignment Advices STTR Challan (s) are still not available, the CA shall have to assume custody of the material. In the absence of Consignment Advices, for Rail dispatches, necessary Indemnity Bonds duly issued by the authorized representative of SAIL will have to be submitted to the Railways by the CA for taking due delivery of the materials.

11.5.1 As regards the determination of shortfall in accounting of quantities by the Consignment Agent, an account will be worked out annually separately for steel ( category wise ) and also pig iron on the basis of annual SCSS as follows:

- (i) The Company would allow a maximum of 0.25% ( in case of steel category wise and a maximum of 1.8% ( in case of pig iron) on the total deliveries of steel and pig iron respectively during the financial year, as permissible allowance for shortage. The same would be superimposed over the net shortage/ excess
- (ii) arrived at the end of the financial year, on the basis of annual SCSS as under for pig iron and steel;
- (iii) The net shortage or Excess shall be arrived as under:  
Total shortage (MT) minus (-) Total Excess (MT) minus (-)  
Permissible Allowances = Net Shortage / Net Excess.

11.5.2 The value of shortages and excesses that may arise from time to time during the tenure of the contract will be worked out as under:

The value of shortages and excess will be assessed annually separately for Pig Iron and Steel category- wise (i.e. Plates, Rounds – plain and TOR/ TMT, wire rods in Coils, Structural, HR Sheetss/ Coils, Skelp, GP/ GC Sheets/ Coils, CR Coils/ Sheets, Semis, Railway Materials etc.) at the weight average price of the material delivered during the year based on the annual Stock-cum-Sales Statements for the respective years as prepared by the Company for Rail dispatch. Such weighted average prices per tonne of steel category – wise as also of pig iron will be separately worked out by dividing the total value of sales of steel category wise and pig iron delivered during the year by the Consignment Agent by the total quantity of steel category wise and pig iron delivered separately.

11.5.3 The total value of the net shortage/ excess shall be arrived at by summing up the category- wise value of net shortage/ excess as calculated at 11.5.3 above.

11.5.4 At the close of the year, if any amount becomes recoverable because of net shortage, the Consignment Agent shall immediately pay the same to the

Company on demand. Alternatively, he will be required to submit a Security to cover the amount of shortage involved by way of Bank Guarantee ( as per proforma – IA) / Undertaking etc. at the option of the Company, until recovery/ adjustment of the dues against future excess generated, if any.

- 11.5.5 At the close of the year, if there be a minus figure worked out as above, due to the value of excess being more than the value of the shortage, it shall not be payable by the Company to the Consignment Agent; but it shall be adjusted against the amount that may become recoverable from the Consignment Agent in the subsequent years on the basis of similar calculations.
- 11.5.6 The figures of excess as well as shortage worked out as above will be cumulated at the end of every year taking into account the figures for all earlier years right from the inception of the current contract. Such cumulation would be done up to the period of the original contract plus extensions if any, on the same terms and conditions.
- 11.5.7 At the end of this period if there is a cumulative minus figure thereby indicating a net excess during the tenure of the contract, the amount shall not be payable to the Consignment Agent.

On the other hand if at the end of this period, any amount becomes recoverable because of net shortage, the Consignment Agent shall pay the sum immediately to the Company on demand.

- 11.5.8 Amounts recovered if any, from the Consignment Agent, as mentioned at 11.5.6 above shall be adjusted accordingly at the time of final settlement of account at the end of the original contract period plus extensions if any, on the same terms and conditions.

It may be noted that CONCOR has submitted a bank guarantee of Rs. 1.90 crores to cover for nay loss/ theft/ pilferage/ damage/ deterioration to steel consignments the consignments move from various steel plants of M/s SAIL to Fatua by rail from where it would be picked up by transporters engaged by SAIL. CONCOR's responsibility starts from the time when Cargo arrives at Fatua till the time the consignments are loaded on to the transporter's trucks at Fatua.