



Container Corporation of India Ltd
(A Govt. Of India Undertaking – Ministry of Railways)
B-301, 3rd Floor, SAKAR-VII,Nr.Nehru Bridge Corner,, Ashram Road,
Ahmedabad 380 009
Ph No 91- 79- 40273333

CONCOR invites sealed bids (Two Bid System) from interested and reputed firm/ agency for rendering Courier Services to Container Corporation of India Ltd, North West Region-Gujarat.

Tender Notice No : CON/NWR/RO/HR/40/I/2010 dt 12.02.2010

Cost of document	Rs.525.00 inclusive of taxes
Date of Sale	From 12.02.2010 to 04.03.2010 (Between 1000 Hrs and 1800 Hrs on all working days, Monday to Friday)
Last date and time of submission at Regional Office, Ahmedabad	05.03.2010 till 1500 Hrs
Date of Opening at Regional Office, Ahmedabad	05.03.2010 at 15.30 Hrs

The document can be collected from the above mentioned address and can also be downloaded from the website of CONCOR; www.concorindia.com . **For Further details and Pre-Qualification criteria**, please log on to our website www.concorindia.com under tenders. The completed document in all respects should be submitted in the office of the CGM-NWR as per specified dates and address given above



CONTAINER CORPORATION OF INDIA LTD,
(NORTH WEST REGION)
ROOM NO . 301-B-WING, 3rd Floor, SAKAR-VII,
NEHRU BRIDGE CORNER,
ASHRAM ROAD-AHMEDABAD.380009.

TENDER DOCUMENT
FOR PROVIDING COURIER SERVICES

Cost of tender document is Rs. 525/-inclusive of VAT/Taxes

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This tender document consists of 24 pages. The tenderers 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.

2.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 Annexure 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.

3. Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.

4. 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.

(5) Failure to comply with conditions will render the tender liable to be rejected.

(6) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the **Chief General Manager, CONTAINER CORPORATION OF INDIA LTD**, ROOM NO . 301-B WING, 3rd FLOOR, SAKAR-VII,NR.NEHRU BRIDGE CORNER,ASHRAM ROAD, AHMEDABAD-380009 **on or before 15.00 hrs on 05.03.2010**. TENDER WILL BE OPENED BY 15.30 HRS ON 05.03.2010 AT ABOVE ADDRESS.

Container Corporation of India Ltd,

(A Govt.of India Undertaking)

Visit us at www.concorindia.com

Letter for submission of tender.

From:-

To,

The Chief General Manager,
North West Region,Ahmedabad.

Dear Sir,

Sub:-Tender for providing Courier Services to North West Region and its units located in Gujarat.

Ref:-Open tender No. **CON/NWR/RO/HR/40/I/2010; February 10, 2010**

In response to your tender no dated inviting offers for provision of Courier Services to CONCOR/North West Region-Ammedabad and its units located in Gujarat, We -----, a company/partnership firm/an Association/Sole Proprietor, carrying out business at-----
----- hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and Twenty days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the terms and conditions including General conditions of contract , which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm association, either by death, exclusion or retirement of any partner or member or by the admission of new partner or member(this clause shall apply where the tender is a firm/association or syndicate).

I/we enclose an Account Payee Demand Draft on -----(name of the Bank) for Rs.-----/(Rupees----- only) in favour of Container Corporation of India Ltd, Payable at Ahmedabad, as Earnest money Deposit for this tender, in the sealed envelope super scribed “Pre qualification Bid)-(Name of tenderer)

(In case of Downloading of tender Document) I/we enclose an Account Payee Demand Draft on -----(name of the Bank) for Rs.-----/(Rupees----- only) in favour of Container Corporation of India Ltd, Payable at Ahmedabad, as Tender Document Cost for this tender, in the sealed envelope super scribed “Pre qualification Bid)-(Name of tenderer)

I/We hereby declare that this tender on acceptance communicated by you shall constitute valid and binding contract between us.

Date:

Yours faithfully,
(Signature and Seal of the Tenderer)

Encl-----

Chapter-I

Instructions to the Tenders

The Container Corporation of India Ltd(CONCOR) manages and operates container terminals including Inland Container Depots(ICDs), Container Freight Stations(CFS), Domestic Container terminals(DCT), Port Sight Container Terminals(PSCTs) and Rail Container terminal(RCT's) at several places in the country. It invites Tender from eligible parties for the work of Courier Services to be provided to CONCOR, North West Region, Ahmedabnad and its units located at ICD-Sabarmati, DCT-Khodiyar, RCT-Baroda, ICD-Ankaleshwar, CFS-Gandhidham, PSCT-Mundra and PSCT-Pipavav. Tenders must read these instructions before filing the tender.

The complete set of tender papers for the contract for “PROVIDING COURIER SERVICES FOR CONCOR REGIONAL OFFICE, AHMEDABAD AND ITS UNITS LOCATED AT VARIOUS PLACES IN GUJARAT” is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

Chapter I - Instruction to the Tenderer

Chapter II - Eligibility of Tenderers

Chapter III.- Scope of Work Terms & Conditions governing this contract

Annexure A - Schedule of Rates

Annexure B -Draft Agreement.

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 i.e Technical Bid (Pre-Qualification Bid) and Financial Bid**. The first sealed envelope (Pre-Qualification bid) should contain all the documents listed under the heading of **eligibility** in the chapter II as well as tender document (except schedule of rates which should be detached from the tender document and filled the rates as enumerate under this document and kept in Financial Bid cover as per the procedure laid down in the tender document). Please ensure that all the documents listed in the chapter II (Eligibility) are complete in all respects. They should also be countersigned by you or authorized representative on each page embossed with official seal at the time of submission, except in the case of demand drafts. This envelope should be clearly super scribed as “**Pre-Qualification Bid**”.

The second sealed envelope should contain only the **Schedule of Rates (Annexure-A) (Financial Bid)** completely filled by you. 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 i.e. Pre-qualification bid & Financial Bid, should again be sealed in one envelope and duly super scribed as “**PROVIDING COURIER SERVICES FOR CONCOR REGIONAL OFFICE, AHMEDABAD AND ITS UNITS LOCATED AT VARIOUS PLACES IN GUJARAT**” . 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 **Chief General Manager, CONTAINER CORPORATION OF INDIA LTD, ROOM NO . 301-B-WING, 3rd FLOOR, SAKAR-VII,NR.. NEHRU BRIDGE CORNER, ASHRAM ROAD, AHMEDABAD-380009 on or before 15.00 hrs on 05.03.2010. TENDER WILL**

(Signature of the Tenderer with Seal)

BE OPENED BY 15.30 HRS ON 05.03.2010 AT ABOVE ADDRESS. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

The bidders who are downloading the tender document from concor website www.concorindia.com and willing to participate in this tender must comply with terms & conditions mentioned in the tender document and any changes/modifications made in the tender document will liable for rejection . The tenderer may down load the tender document from the website and the same may be submitted along with the cost of tender document Rs. 525/- by way of demand draft/pay order in favour of Container Corporation of India Ltd, payable to Ahmedabad along with Earnest Money Deposit (EMD) as specified under the tender, together with necessary documents as called in the tender, at the time of submission of tender document. In case of non-submission of cost of tender document, EMD and requisite documents, the tender will be liable to be rejected. The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the tender terms & conditions. If any stage changes/modifications are noticed in the tender document, the tenderer will abide by the original terms & conditions of the tender failing which CONCOR reserves the right to reject the tender and/or terminate the contract. The tender document, comprising all the chapters/pages along with rate quotations should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

Please note that the tender offers will be taken out from the box at 15.30 hrs on the same date i.e 05.03.2010 and venue in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

Only the envelope containing the “**pre-Qualification Bids**” will be opened at 15.30 on 05.03.2010 at the office of the Chief General Manager, Container Corporation of India Ltd., ROOM NO . 301-B-WING, 3rd FLOOR, SAKAR-VII,NR.NEHRU BRIDGE CORNER,ASHRAM ROAD, AHMEDABAD-380009 . These Pre-Qualification Bids will be evaluated to determine the suitability of 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(s) and time to be notified to the suitable tenderers. Any offer received after 15.00 hrs but before the opening of tender box at 15.30 hrs will be considered to be a delayed Tender. The Tenders received after opening of the tender box, i.e., after 15.30 hours will be considered as late tenders and the same will be summarily rejected.

CONCOR reserves the right to :

1. Accept or reject any or all of the pre-qualification bids in part or in full without assigning any reasons.
2. 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.
3. To extend the date of submission of the tender.
4. Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR and Trade.
5. By pass a Tenderer who may be in the same line of business and competing with CONCOR.
6. 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.
7. Disqualify the tenderers black listed by State / Central Govt. undertakings / PSUs or whose contracts have been terminated on accounts of poor performance.
8. CONCOR also reserves the right to split and award the contract of courier service to

different bidders for different locations in case CONCOR cannot find a single party to do all jobs, however it would prefer the same contractor to do all the works specified in the tender document.

9. Adopt the various procedures in evaluating the rates & finalizing the tenders.

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.

**Chief General Manager
North West Region
For and on behalf of Container Corporation of India Ltd**

CHAPTER-II

ELIGIBILITY OF TENDERERS

The tender must be accompanied by the following documents failing which the bid will be deemed ineligible and technically invalid

1. Tenderer/Franchise should having minimum experience of three (3) years in doing the Courier Services in any Central Govt. / State govt. /Public Sector undertaking or any reputed private institutions/company and who have a live contract of running the same at the time of tendering are only eligible to compete in this tender. Proof of the same to be enclosed.
2. Proof of status of the company. If it is proprietor concerned, a Shops & Establishment certificate or another substantial proof shall be enclosed. If it is a Pvt/Ltd company, memorandum of Article or incorporation under the companies Act-may be enclosed. In case of partnership firm, a copy of partnership deed shall be enclosed.
3. Documents indicating ongoing contracts in hand, if any, shall be enclosed.
4. Submit Earnest Money Deposit (EMD) of Rs. 10,000/-(Ten Thousand Only)) by Demand Draft/Pay Order in favour of Container Corporation of India Ltd, payable at Ahmedabad as Earnest Money. **NO TENDER WILL BE ACCEPTED OR CONSIDERED WITHOUT THE REMITTANCE OF EARNEST MONEY DEPOSIT(EMD).**
5. Submit a copy of latest performance satisfactory letter duly issued by the employer where the present contract is going on.
6. Tender document cost Rs. 525/-by way of DD in favour of Container Corporation of India Ltd' Payable at Ahmedabad shall be enclosed, in case this tender document is downloaded from website.
7. Original Tender document (Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission) shall be submitted except only Schedule of Rates-ANNEXURE-A that should be detached from the document & shall be submitted in the Financial Bid Cover).

Note:

- (1) The copies of above listed documents shall be submitted along with the tender document duly signed by the intending tenderer /legal authorized person, embossed with official seal. If original documents required for verification at any stage, the tenderer must furnish the same. Besides if any clarification is required from the tenderer, the same shall be asked, if desired by CONCOR.
- (2) CONCOR reserves the right to disqualify the tender at any stage if the previous/existing Performance of the contractor at any place/company/organization found to be unsatisfactory.
- (3) Franchisee is also eligible to participate subject to the fulfillment of eligibility conditions as laid down herein above.

CHAPTER-III

SCOPE OF WORK AND TERMS & CONDITIONS GOVERING THIS CONTRACT

1.The scope of Work indicated below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern of the work. The scope of work defined hereunder shall not be a basis for any dispute with regard to rates or for alteration of terms & conditions. Doubts if any, about the interpretation of any of the clause in this document shall be referred to CGM/NWR whose decision in the matter shall be final and acceptable to the tendered/contractor.

The successful tender shall deliver the dak and pick up the dak in/from following CONCOR units situated at different locations in Gujarat as per schedule. Apart from this the tender is required to pick up & deliver the dak as a Domestic courier with in Gujarat, Within Metro Cities and rest of places in India. The location of CONCOR units in Gujarat are as under:-

- | | |
|--|---|
| (i) Container Corporation of India Ltd,
301, 3 rd Floor, B-Block,
Near, Nehru Bridge Corner,
Ashram Road-Ahmedabad -26581807 | (ii) Container Corporation of India LTD
CD-Kaligam, opp; Lalit Mahal Cinema,
P.O Digvijaya Nagar, Sabarmati-
Ahmedabad Ph. 27522296 |
| iii) Container Corporation of India Ltd
Domestic Container Terminal,
Jamiyatpura Village Road,
Nr.Khodiyar Rly.Stn,S.G.Highway,
Gandhinagar(Dist)-Gujarat | (iv) Container Corporation of India Ltd,
Rail Container terminal,
Nava Railway yard, Nr. Alembic Bridge(E)
Vadodara |
| (V) Container Corporation of India Ltd
Nr.Ankaleshwar Rly.Stn,
Ankaleshwar. | (VI) Container Corporation of India Ltd,
Adani Mundra Port, Post Bax no 01,
Adani Port Kutch(Gujarat) |
| (VII) Container Corporation of India Ltd
Khari Road, Gandhidam-370479 | (VIII) Container Corporation of India Ltd
PIPAVAV PORT-PIPAVAV |

Note:- (1) By order of CONCOR, the courier services may be extended to new depots, which may come up near in future in Gujarat on mutually agreed rates & Terms. In case the office/depot shifts from the existing place to another, the agency has to continue to render the services on the same rates which have been finalized in this contract.

(2) Tenderer is advised to visit the respective depots for better understanding of various activities being under taken at depots before quoting the rates.

Terms & Conditions:-

2. Duration

- 1.The contract will be initially for a period of one year from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one year in case it considers it necessary. The extension shall be granted depending up on performance of the contractor, on the basis of mutually agreed rates, terms and conditions.
- 2.The date of start of physical work by the contractor shall be treated as the date commencement of contract.
- 3.Regardless of the above, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (Four) months or till the new contract is finalized, whichever is earlier.
- 4.CONCOR reserves the right to terminate the contract at any stage, if the service of the tenderer are not up to the mark and satisfactory.

3. Quoting of Rates:- The tenderer must quote the rates in the Schedule of rates(Annexure-A) carefully, both in words and figures. In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections etc should be countersigned by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account.

1. Party shall quote their **rates** against each column in the Performa attached herewith in ANNEXURE-A(schedule of rates) in words & in figures.
2. Rates quoted by the party should be exclusive of service tax etc which shall be reimbursed by CONCOR along with monthly bills if applicable up on the contractor.
3. The rates quoted by the party shall be fixed during the currency of the contract including extension period if any granted unless otherwise provided in the tender.

4. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The successful tender has to collect the documents /Parcel at Regional Office between 18.00 hrs to 18.30 hrs in the evening and the same is to be delivered at ICD-Sabarmati & DCT-Khodiyar, next day between 10.00 AM to 11.00 AM(On all working Days). Similarly, the tenderer who picks up dak between 18.00 hrs to 18.30 hrs at SBI(Sabarmati) & KHDB(Khodiyar) shall deliver the same at next day (Working days) at Regional office between 10.00 AM to 11.00 AM . The dak collected from RO/SBI/KHDB for other CONCOR units in Gujarat and other places in Gujarat and within Ahmedbad/Gandhinagar, shall be delivered within 24 hrs from the date & time of picking up delivery and vice versa.

Timings mentioned above as well as schedules for delivery may be changed as per the discretion of CONCOR . The successful tender will be informed about Holidays being adopted by CONCOR.

2. (Delivery within the Local/Gujarat):-The dak so collected from CONCOR units should be delivered with in 24 hours with in the city.

For Example:- If Dak collected from CONCOR Units in Ahmedabad/Gandhinagar, which are to be delivered at various offices located in Ahmedbad/Gandhinagar and its urban agglomeration should be delivered with 24 hrs from the date & time of picking up the

consignment from the particular location. Similarly, the same schedule should be maintained for other CONCOR units located at Gandhidham/Mundra, Baroda, Ankaleshwar and Pipavav/Rajula, and other places in Gujarat and delivery should be 24 hrs within Gujarat from date of pick-up of the Dak from CONCOR units as well as other locations also .

3.For Domestic(Within India), The tenderer must deliver the consignment with in a day from date of pick up of dak from respective depots , for Metro cities. For state capitals, the dak should be delivered with in 1-2 days. For hill Station like Nagaland, Mizoram etc and remote places(districts/Tq's,Vilages etc) the dak should be delivered within 3-4 days . These scheduled shall be maintained in normal conditions unless otherwise any disturbances takes places like Strikes, bandhs etc, the reasonable time shall be considered.

5.DELIVERY OF DOCUMENTS.

- 1.The Contractor will ensure prompt and efficient dispatch of documents from one units to another as well as from one units to any where India as per schedule above.
- 2.Contractor will issue a receipt against documents handed over to him by CONCOR and also obtain valid receipt from the addressee as a delivery proof..
- 3.Copies of the POD will be submitted along with the monthly bills.

6. ADDITIONAL OR EXTRA SERVICES:- The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to he terms and conditions of the contract. The contractor may also be asked to provide additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of CGM, CONCOR –NWR will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contract to refuse to carry out or render such services.

1. The decision of the CGM/NWR, CONCOR with respect to the rates for extra/substituted items of work will be final and binding.

7. PENALTIES

1. Since the business of CONCOR is time sensitive, CONCOR would expect contractor to ensure that collection of dak from various location of CONCOR terminals should be delivered as per schedule referred above during all the working days. In case of failure a penalty of as described at below can be imposed and cost of alternate arrangement done for the failure of contractor will be recovered from the contractor by officer in-charge/terminal in charge.

2.CONCOR also reserves the right to impose penalties of min Rs 300/- each time for unsatisfactory services which may include: Poor quality of service such as delayed arrival / delayed delivery/delayed in collection of dak at the terminal.etc. Misbehavior by staff with the users. Disruption in the schedule/non-availability of the staff for collection of dak on any day. The final decision of the extent of penalty leviabale on the contractor will rest with the Chief General Manager, Northern West Region. If performance continues to be poor, then the contract may be terminated without any reasons. at the risk & cost of the contractor.

3. .In case of loss of documents/packets due to factors attributable to the contractor, a penalty of Rs.400/- per instance shall be imposed on the Courier Company and also the damages will be borne by them and also if needed the contract shall be terminated forth

with without any notice and assigning any reasons thereof.

8 CONCOR RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW.

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

9. SAFETY/PRECAUTIONS

- 1.It shall be the duty of the contractor to acquaint himself with all safety regulations proposed by any statutory authorities .
- 2.The contractor shall indemnify Container Corporation of India Ltd against any Violation of laws, rules and regulations while carrying out operations as required by the contract.
- 3.CONCOR will not be liable to pay any compensation to the Staff/Labour of Contractor due to injuries/death while performing duty. In case, CONCOR is to incur any liability, same will be recovered from the contractor.

10. Liability for Labour and/or Personnel:

The Courier service provider shall be responsible for compliance with the provision of country's labour laws, such as Factory Act, 1948, payment of Wages Acts, Workman's Compensation Act, 1923 or any other act to the extent they are applicable to his establishment/workmen.

11. SUBLETTING NOT ALLOWED:

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

12 PAYMENTS

- 1.For doing the courier work as indicated in this tender document , the contractor will be paid according to the approved Schedule of rates.
- 2.The rates given in the Schedule of Rates will be binding on both the parties and no change in the rates will be permissible during currency of the contract including extended period also.
- 3.. Subject to any deductions which CONCOR will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Courier service provider shall be entitled for payment as under:
 - (a)The contractor shall prepare and submit monthly bills in prescribed forms along with POD(in original)at concerned unit for payment. The concerned unit will verify the bills and release the payment. TDS/Income Tax and any other tax as applicable to the contractor shall be deducted from the bills besides deducting penalty if any imposed upon the contractor.
 - (b)A claim/bill for the services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period, it shall be deemed to have waived his right in respect thereof and shall not be entitled

to any payment on account thereof, unless there are any extraordinary reasons for the delay. The decision of Chief General Manager of CONCOR/NWR shall be final and binding on the contractor.

©No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR.

(d)CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc or any cause whatsoever from their bills and from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

13. EARNEST MONEY:

1. Each tenderer shall be required to deposit a sum of Rs. 10,000 (Rupees Ten Thousand Only) as Earnest Money. The Earnest Money shall be deposited along with the tender document in the form of crossed Demand Draft made out in favour of “Container Corporation of India Ltd.”, payable at Ahmedabad and valid for a minimum period of six months from the date of issue.
2. Cheques, War Bonds, Guarantee Bonds, Government Securities, Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates, etc. will not be accepted towards the Earnest Money referred above.
- 3.It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further with mutual consent.
- 4.The Earnest Money mentioned above shall be forfeited to CONCOR if the tenderer refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit or Bank Guarantee.
- 5.No interest shall be allowed on the Earnest Money deposited..
- 6.The Earnest Money deposited by the successful bidder will be adjusted towards the security deposit as per the request of the tenderer . The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

14.. SECURITY DEPOSIT:- (1)The successful tenderer whose rates are finally accepted must deposit as Security Deposit for the fulfillment of the contract, a sum of Rs.25,000/- (Twenty Five Thousand Only) by pay order or DD in favour of “Container Corporation of India Ltd. New Delhi” within 15 days from the date of communication of award of contract in

his favour by CONCOR. If he declines or fails to remit the Security Deposit, the entire amount EMD adjusted towards Security Deposit above will be forfeited and the award of acceptance will be revoked.

2. The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on any of the terms & conditions of this lease, without prejudice to CONCOR'S right to rescind the lease and other rights and remedies warranted bylaw.

3. The security deposit will be refunded to tenderer on due date (within 30 days of completion of Contractual period) on satisfactory performance to services and on completion of all obligations by contractor under the term and conditions of contract subject to such deductions from security deposit as may be necessary for making up CONCOR claim against contractor.

15..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.

If the tenderer fails to observe or comply with the said stipulation, the amount of Earnest money as mentioned in the document shall be liable to be forfeited by CONCOR

16.ACCEPTANCE OF TENDER

1. The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Chief General Manager, North West Region-Ahmedabad, who does not bind himself to accept the lowest or any other tender.

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

3. The tender document 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.

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.

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

6. CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the

rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR also is not bound to give the reasons for such disqualification.

17. EXECUTION OF CONTRACT DOCUMENT

1. The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager,, Container Corporation of India Ltd, Ahmedabad, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents within 15 days of the date of issue of communication of award of contract from the CONCOR's office and start the work from the date indicated in the LOI . Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit besides any other action that CONCOR might take as per Terms and Conditions stipulated in this document.

18. CONFIDENTIALITY OF TENDER DOCUMENTS

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

19. **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/courier at his said address shall be deemed to have reached the tenderer in time.

20. **Liability for Labour and/or Personnel:** The Courier service provider shall be responsible for compliance with the provision of country's labour laws, such as Factory Act, 1948, payment of Wages Acts, Workman's Compensation Act, 1923 or any other act to the extent they are applicable to his establishment/workmen.

21. EXIT CLAUSE

CONCOR will also have the Liberty to seek a cause of termination of contract by serving an advance 30 days notice against contractor in case there are strong business reasons for it doing so as determined by its management

22. DEATH OF CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the Contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

23. SUBLETTING NOT ALLOWED

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

24. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

01. The contractor shall carry out the courier services at all the locations of CONCOR as per the direction of CONCOR.
02. In addition, in the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final.) The contractor shall be liable to be fined Rs.100/- for each case of default as per the discretion of terminal In charge. However an appeal against imposition of such fines can be preferred by the contractor to the Chief General Manager/NWR who will review the case & pass the order which should be binding up on both the parties.
03. The contractor shall at all times ensure that his performance is satisfactory, falling 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. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency and all the expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit referred to in this agreement.
04. Further more in case of repeated failures/unsatisfactory performance on part Of contractor, it shall be open for CONCOR to give a show cause notice to the contractor seeking reply for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the contractor, the contract can be terminated immediately. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit as it may consider fit.
05. The CGM/NWR, CONCOR is the final authority who shall be empowered to consider review /remission/rescind/alter/modification of imposition/waiver of the above-mentioned penalties on any account either in part or in full at his sole discretion.

25.I ARBITRATION

01. In case of any disputes arising out of interpretation of any of the provisions of this contract, the Chief General Manager shall be the authority to appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference
02. Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory Modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
03. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
04. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the parking contractor shall be withheld on account of such proceedings.
05. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
06. 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.
07. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

- 08 The venue of arbitration is such place as may be fixed by the Arbitrator in his sole Discretion.
09. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

26.I GENERAL

01. 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 Chief General Manager, CONCOR/NWR, 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.

(Chief General Manager)

North West Region/Ahmedabad

ALL THE TERMS AND CONDITIONS LISTED IN THIS TENDER DOCUMENT HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

(Name & Signature of the Tenderer)

Annexure-A
(Schedule of Rates)

We hereby charge the following rates for Courier Services to be provided to following locations:-

A.CONCOR/Regional office/Sabarmati/Khodiyar(Pick up) Point.

S.No	Particular	Within (Ahmedabad & Gandhinagar & Its /Urban Agglomeration)-(A)	Within Gujarat(except-A)	Metro Cities in India	Rest of Cities in India
1	Documents weighing up to 250 gms .				
2	Documents weighing up to 500 gms .				
3	Documents weighing up to 1 Kg				
4	Documents weighing 1 kg to 5 Kg..				
5	Documents weighing 5 kg to 10 Kg..				
6	Parcel Service				
(a)	Up to 5 Kg				
(b)	5 to 10 Kg				
©	Addl.Per Kg, above 10Kg.				

(B) CONCOR-Baroda & Ankaleshwar(Pick-up point)

S.No	Particular	Within (BARODA & ANKALESJHW AR)/ItsUrban Agglomeration)	Within Gujarat	Metro Cities in India	Rest of Cities in India
1	Documents weighing up to 250 gms .				
2	Documents weighing up to 500 gms .				
3	Documents weighing up to 1 Kg .				
4	Documents weighing 1 kg to 5 Kg..				
5	Documents weighing 5 kg to 10 Kg..				
6	Parcel Service				
(a)	Up to 5 Kg				
(b)	5 to 10 Kg				
©	Addl.Per Kg, above 10Kg.				

(C) CONCOR- CONCOR-Gandhidham/Mundra and PSCT-Pipavav (Pick-up point)

S.No	Particular	Within (Gandhidham/M undra/Pipavav	Within Gujarat	Metro Cities in Indiua	Rest of Cities in India
1	Documents weighing up to 250 gms .				
2	Documents weighing up to 500 gms .				
3	Documents weighing up to 1 Kg .				
4	Documents weighing 1 kg to 5 Kg..				
5	Documents weighing 5 kg to 10 Kg..				
6	Parcel Service				
(a)	Up to 5 Kg				
(b)	5 to 10 Kg				
©	Addl.Per Kg, above 10Kg.				

Note①) *The dak shall be picked up from the CONCOR locations as indicated above and to be delivered in india includes CONCOR terminal located in Gujarat as well as in all over India as per the schedule mentioned in this tender document. The above rate exclusive of Service tax which shall be reimbursed along with the monthly bills subject to production of challans.*

(2). *Tenderer wherever location is interested shall quote the rates, However, CONCOR would prefer one contractor to do all the works specified in the tender document.*

(Name & Address of the Tenderer with Seal))

ANNEXURE B

AGREEMENT FOR ACTING AS CONTRACTOR FOR PROVIDING COURIER SERVICES FOR CONCOR REGIONAL OFFICE, AHMEDABAD AND ITS UNITS LOCATED AT VARIOUS PLACES IN GUJARAT FOR PICKING UP DAK/PARCEL ETC AND DELIVERY WITHIN COUNTRY.

Contract Agreement No:

DT:

An agreement made this day of, Two thousand and Six between Container Corporation of India limited, (CONCOR), A Govt.of India Undertaking and a company registered under Indian Companies Act,1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110001(Which expression shall mean and includes its successor or successors in Office and assigns) representing herein by the Chief General Manager, North West Region, CONCOR, Room No 301,-B-Wing,B-Block,SAKAR-VII,Nr.Nehru Bridge-Asharam Road, Ahmedabad. 380009 (hereinafter called Company) of the one part AND M/s _____, represented by _____ (hereinafter called the “Contractor” which expression shall mean and to include his/their respective heirs, executors, administrators and assigns) on the OTHER PART FOR THE PURPOSE OF PROVIDING COURIER SERVICES **FOR PROVIDING COURIER SERVICES FOR CONCOR REGIONAL OFFICE, AHMEDABAD AND ITS UNITS LOCATED AT VARIOUS PLACES IN GUJARAT FOR PICKING UP DAK/PARCEL ETC AND DELIVERY WITHIN COUNTRY.** ” ON THE RATES, TERMS & CONDITIONS , ANNEXURE ETC SPECIFIED IN THE ENTIRE DOCUMENT ON WHICH THE CONTRACT IS FINALISED.

AND whereas the company accepted the offer of contract “ **FOR PROVIDING COURIER SERVICES FOR CONCOR REGIONAL OFFICE, AHMEDABAD AND ITS UNITS LOCATED AT VARIOUS PLACES IN GUJARAT FOR PICKING UP DAK/PARCEL ETC AND DELIVERY WITHIN COUNTRY.** as PER THE CONTENTS OF THE TENDER DOCUMENT NO _____ DATED _____ FINILISED UNDER THIS CONTRACT.SIMILARLY, THE CONTRACTOR HAS ASLO ACCEPTED THE OFFER EXTENDED BY CONCOR FOR THE SAME WORK TO BE CARRIED OUT AS PER THE TENDER DOCUMENT REFFERED ABOVE VIDE ACCEOPTENCE LETTER NO DT

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

In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said operations in the said TENDER DOCUMENT and shall execute the same with great promptness, care and diligence in the manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms & conditions of this contract w.e.f -----up to----- and will observe, fulfill and honor all the conditions therein mentioned (which shall be deemed) and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR here by agreed that if the Contractor observes and

(Signature of the Tenderer with Seal)

honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the contractor for the operations on the completion thereof , the amounts due in respect thereof at the rates specified in the schedule here to annexed.

In consideration of the due provisions, 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 services, if any , rendered by the company to the contractor and such other sum or sums as may become payable to the company towards loss, 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.

The cost of stamp duty, if any due on this contract shall be borne by the contractor.

IN WITNESS THEREOF, the said parties have herewith set their hands the day and year first above written.

CONTRACTOR

CHIEF GENERAL MANAGER

For and on behalf of Container Corporation of India Ltd.

WITNESS
(NAME, SIGNATURE & ADDRESS)

WITNESS
(NAME, SIGNATURE & ADDRESS)

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