



भारतीय कंटेनर निगम लिमिटेड
Container Corporation of India Ltd.
(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

Tender Notice No.: CON/NR/TC/Horticulture at TKD/

Sealed Tenders are invited for the contract of Providing Professional Horticulture Services at ICD, Tughlakabad, New Delhi

EMD: Rs. 45,000/-, Contract Period: 2+1 Years, Last Date & Time of Submission: upto 15:00 hrs on 17.03.2010, Opening: 15:30 hrs on 17.03.2010: Availability of Tender Document including place of Tender submission & its opening: Office of Executive Director, NR, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi – 110 020.

The sale of tender document shall start from 25.2.2010 to 16.03.2010 from 10:00 hrs to 16:00 hrs on all working days. The tender document is available in person or by post against payment of Rs 2,500/- + 4% Sales Tax in form of DD in favour of 'Container Corporation of India Ltd.' payable at New Delhi.

The tender document can also be downloaded from the website of CONCOR, www.concorindia.com or a bidder may contact the undersigned at above address for the same or any other details.

Executive Director/NR



**CONTAINER CORPORATION OF INDIA
LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
NORTHERN REGION**

**TENDER DOCUMENT FOR THE
CONTRACT
OF
PROVIDING PROFESSIONAL HORTICULTURE
SERVICES
AT
INLAND CONTAINER DEPOT
TUGHLAKABAD
NEW DELHI**

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TENDER FORM

Tender no.

Price: Rs. 2500/-+4% D.VAT

TENDER FOR CONTRACT OF PROVIDING PROFESSIONAL HORTICULTURE SERVICES AT ICD, TUGHLAKABAD, NEW DELHI.

1. Serial number assigned to the Tender Form
2. Date of Sale/Issue
3. Name of the applicant to whom the Tender Was sold/issued
4. Full address of the applicant
5. Tenders containing Pre-qualification bids will be opened at ICD/Tughlakabad at 15:30 hrs on 17.3.2010.

Office Seal

Full Signature of the Official
Issuing Tender Form

Name in Block Letters-----

Designation -----

NOTES / INSTRUCTIONS :

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the 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.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Executive Director, Container Corporation of India Limited, Inland Container Depot, Tughlakabad on or before 15:00 hrs. on 17.3.2010.

CHAPTER – I

TENDER LETTER

Dear Sir,

The Complete set of tender papers for the contract for “Providing Professional Horticulture Services at Inland Container Depot, Tughlakabad”, New Delhi is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

Chapter I	-	Tender letter
Chapter II	-	General Instructions to Tenderers
Chapter III	-	Scope of Work & Terms and Conditions Governing Contract
Annexure I	-	Letter of Submission of Tenders
Annexure II	-	Schedule of Rates
Annexure III	-	Agreement for acting as Professional Horticulture Service Provider
Annexure IV	-	Bank Guarantee Bond

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

You are required to submit your offer in **two separate sealed envelopes**. The first sealed envelope should contain all the documents listed in Chapter II on ‘General Instructions to Tenderers’. Please ensure that all the documents listed in this chapter are complete in all respects. They should also be counter signed by you on each page, except in the case of demand drafts. This envelope should be clearly superscribed as **“Tender for contract of providing Professional Horticulture Services at Inland Container Depot TUGHLAKABAD, New Delhi: Pre-Qualification Bid”**.

The second sealed envelope should contain only the **Schedule of Rates** (Annexure II) completely filled by you as mentioned in Para 3.3 of chapter 2 on General instructions to Tenderers. Please ensure that each page of the **Schedule of Rates** is signed by you or your authorized representative before submission. This envelope should be clearly superscribed as **“Tender for contract of providing Professional Horticulture Services at Inland Container Depot, Tughlakabad, New Delhi Financial Bid”**. Both the sealed envelopes should thereafter be sealed in one envelope and be clearly superscribed as **“Tender For CONTRACT of Providing Professional Horticulture Services at Inland Container Depot Tughlakabad, New Delhi** This envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the Executive Director, Northern Region, Container Corporation of India Ltd., ICD/Tughlakabad, New Delhi on or before 1500 hrs on 17.3.2010. It will be in your interest to ensure that the tender documents are deposited positively before the date and time indicated above.

Please note that the tender offers will be taken out from the box at 15:30 hrs, on the same date and venue, in the presence of such tenderers as are present. You may either

be present yourself or send your duly authorized representative at the time of tender opening.

Only that envelope containing the **“Pre-Qualification Bids”** will be opened at 15:30 hrs. on 17.3.2010. 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 only such tenderers who qualify after consideration of the **“Pre-Qualification Bids”** will be opened on a subsequent date and time, to be notified to the qualified tenderers.

Any offer received after 1500 hrs but before the opening of tender box at 15:30hrs will be considered to be a delayed/late tender.

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

- Accept or reject any or all of the pre-qualification bids in part or in full.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest, without assigning any reason.
- Extend the date of submission of the tender.
- Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR and Trade.
- By pass a Tenderer who may be in the same line of business and competing with CONCOR.
- Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer i.e. L-1.
- Disqualify the tenderers black listed by State/Central Govt. undertakings/PSUs.

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

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

You may like to visit CONCOR's Inland Container Depot at Tughlakabad to make yourself more conversant with the site conditions, road approaches, etc. to ascertain the details of work involved.

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

Thanking you,

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

Executive Director
Inland Container Depot/Tughlakabad

CHAPTER - II

GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

TENDER FOR CONTRACT OF PROVIDING PROFESSIONAL HORTICULTURE SERVICES AT INLAND CONTAINER DEPOT TUGHLAKABAD, NEW DELHI.

1. PREAMBLE

The work tendered for includes **“Contract of Providing Professional Horticulture Services at Inland Container Depot Tughlakabad, New Delhi** (hereinafter referred to as ICD) as directed by Chief Manager, ICD/TUGHLAKABAD, New-Delhi under the overall supervision of Executive Director, Northern Region, Tughlakabad which is under the management of Container Corporation of India Ltd., with Corporate Office at CONCOR Bhawan, C-3, Mathura Road, Opposite Apollo Hospital, New Delhi-110076. This tender document pertains to the contract to be awarded for **“Contract of Providing Professional Horticulture Services at Inland Container Depot Tughlakabad, New Delhi**. The contractor to be appointed will be referred to as the Contractor hereinafter, and shall be responsible for performing the work of Horticulture Services, as per details given in Chapter III on Scope of Work. **The tenderers are requested to visit the site for proper estimation of Scope of work as per Chapter III of the Tender document.**

2. BONAFIDE OFFERS

The Tenderer should be a bonafide entity, as described below:

- a) Having required previous experience as specified in Para 4 below.
- b) Having sound financial standing as described in Para 5 below.
- c) Having at least two (2) supervisors, 10 (Ten) Malis and 25 (Twenty five) Helpers on his muster roll. The tenderer would be required to submit a list of staff on his muster roll.
- d) Meeting all other requisites laid down in this chapter elsewhere.

3. SUBMISSION OF TENDERS - TIME LIMIT / MODE

- 3.1 The tender documents duly completed should be submitted in two separate parts. The first part should be sealed in a separate envelope and super scribed as **“Tender For Contract of Providing Professional Horticulture Services at Inland Container Depot, Tughlakabad, New Delhi: Prequalification Bid”**. This should contain all the information which would enable the accepting Authority to decide on

credentials of the tenderer for performing/doing the job. The second part will consist of the "**Financial Bid**" and should be superscribed as "**Tender For Contract of Providing Professional Horticulture Services at Inland Container Depot, Tughlakabad, New Delhi: Financial bid**" on the second envelope as such. Both the envelopes should again be sealed in one envelope and duly superscribed as "**Tender for contract of Providing Professional Horticulture Services at Inland Container Depot, Tughlakabad, New Delhi**"

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

- a. Letter of Submission of Tender.
- b. Detailed list indicating documents / statements submitted as part of the bid.
- c. Crossed Demand Draft of Rs. 45,000/- towards Earnest Money Deposit.
- d. Experience Certificates for prescribed volumes and years for similar type of works in **original or notary attested**.
- e. Documents indicating ongoing contracts in hand for similar type of work if any.
- f. Documents regarding financial standing of the firm/company.
- g. Documents regarding constitution of the firm/company.
- h. Power of Attorney, if required.
- i. Photocopy of the latest Income Tax Return/ copy of PAN
- j. This tender document including amendment if any, with all pages intact; duly embossed (with official seal) & signed by the tenderer or any such person as is legally authorised to sign for and on his behalf (*excluding the duly filled in/ complete Schedule of Rates at Annexure II, which should be detached and submitted under financial Bid*).
- k. List of staff on his muster roll as defined in para 2(c) above.
- l. Total number of staff, giving breaking of no. of Supervisors, Malis and Helpers, the bidder proposes to deploy in case the contract is awarded to him.

3.3 The following documents shall be submitted in the Financial Bid :

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

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 authorised signatory.

3.3.2 The schedule of rates should be filled in carefully after considering all the aspects of work as described in Chapter III on "Terms & Conditions and Scope of Works". 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, or did not understand or did not have full knowledge of site conditions, method of working of CONCOR terminals, various laws applicable to the work relating to CONCOR terminals, labour laws and local labour practices, various distances involved etc.
- 3.3.3 Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorised signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.
- 3.3.4 The rates quoted in the Schedule of Rates should be reasonable and workable. The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- 3.3.5 Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 3.3.6 Rates for all items of work described in Schedule of Rates (**Annexure- II**) should be quoted both in words as well as in figures. If there is variation between the rates quoted in “figures” and in “words” only the lowest rate will be considered as correct. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 3.3.7 Tenderers shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.
- 3.3.8 CONCOR reserves the right to re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer.
- 3.4 The tenders duly completed as described in para above must reach the designated office of the Executive Director, Container Corporation of India Ltd., Northern Region, ICD/Tughlakabad before 15:00 hrs on 17.3.2010. Tenders received after the opening time shall be treated as late tender and rejected outright.
- 3.5 The tenders will be opened at CONCOR's office, located at the above address at 15:30 Hrs on 17.3.2010. Only the envelope containing the **Pre-Qualification Bid** will be opened on the due date. The tenderers or their representative may be present at the time of opening of the tenders, if they so desire.
- 3.6 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Any tender delivered or sent otherwise will be at the risk of

tenderers. Tenders by Telegram will not be considered. In case the date of opening is declared holiday, the tender will be received and opened on the next working day at same place and time.

- 3.7 CONCOR reserves the right to extend the date of submission and opening of the tender.
- 3.8 If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender/ cancel the contract at any stage of execution without any financial liability. This will be done without prejudice to CONCOR's right to seek any other remedy under law.
- 3.9 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- 3.10 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the Tenderer and dated.
- 3.11 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
- 3.12 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
- 3.13 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Director or by a duly authorized person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application/document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Articles of Association of its existence before the contract is awarded / with the tender document.

3.14 VALIDITY OF OFFER

It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission

of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **120 days of the date of opening of the tender**, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying / withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount shall be liable to be forfeited to CONCOR.

4. PREVIOUS EXPERIENCE OF TENDERERS

The tenderer should enclose documents and certificates in proof, to the satisfaction of CONCOR, of his previous continued experience of in similar works, his technical ability and financial ability to undertake the work of the magnitude tendered for. Tenders not supported by satisfactory credentials will not be considered. Towards this, the tenderer should produce experience certificate of Central/State Government and public sector undertaking or reputed private sector agencies valuing single work for Rs. 15.00 Lakh or multiple works amounting to Rs. 22.50 Lakh for preceding three years 2006-07, 2007-08 & 2008-09 showing experience during any two of the three-preceding years. The Experience should be supported with copy of work order/experience certificate for having worked as Professional Horticulture Services with a reputed organization as above.

5. FINANCIAL CREDIBILITY OF FIRM

- 5.1 The tenderer should have achieved a minimum turnover of **Rs. 4,50,000/-** per annum in similar business (in the same name in which he is submitting his offer) during any two of the preceding three financial years 2006-07, 2007-08 & 2008-09.

Audited copies of the Balance Sheets and Profit & Loss Accounts for FY 2006-07, 2007-08 & 2008-09 should be duly attached.

6. CONSTITUTION OF THE FIRM

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

- 6.3 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in Sub-Para 6.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

7.0. STUDY OF LOCAL CONDITIONS

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

8.0 ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Executive Director, Northern Region, Container Corporation of India Ltd., Tughlakabad, 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 Fax/Telegram/E-mail/Express letter or Formal letter of acceptance of tender. In case where acceptance is indicated by Fax/ E-mail/ Express Letter, the Formal Acceptance of tender will be forwarded to the successful bidder as soon as possible, but the Fax/E-mail/ Express Letter should be deemed to conclude the contract.
- 8.3 The tender documents in which tender are submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 8.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 8.5.1 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR also is not bound to give the reasons for such disqualification.

9.0 EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief Manager, Container Corporation of India Ltd., ICD Tughlakabad, New Delhi 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 ten days of the date of issue of communication from the CONCOR's office and start the work within 15 days of signing of the contract or by the due date stipulated by the Executive Director, whichever is later. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit besides any other action that CONCOR might take as per Terms and Conditions stipulated in this document.

10.0 CONFIDENTIALITY OF TENDER DOCUMENTS

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

11.0 POSTAL ADDRESS FOR COMMUNICATION

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

12.0 TENDERS THROUGH WEBSITE OF CONCOR:

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

Tenderers may download the tender document from our website and same may be submitted along with the cost of tender document by way of Demand Draft in favour of CONTAINER CORPORATION OF INDIA LIMITED or by cash at the time of submission of tender document. In case of non-submission of the cost of the tender document, the tender shall be liable for rejection such Demand Draft is to be submitted in the envelope containing the Pre-Qualification bid.

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.

CHAPTER - III

SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE CONTRACT

1. 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.

Illustrative nature of work required to be done by contractor are as under:

2 SCOPE AND NATURE OF WORK

Details of works to be done are as under:

1. ADMINISTRATIVE BUILDING:

- a) Maintenance of lawns inside & outside the building (CONCOR & Customs side) and the lawn at backside of the building.
- b) Maintenance of all the potted plants inside & outside the Admn. Building.
- c) Maintenance of the plants and creeper planted on the roof of the garages outside the building.
- d) Maintenance of trees, creepers and flowerbeds in the periphery of admin. building alongside the boundary wall of yard.
- e) Development and maintenance of new park near Yard Gate Faridabad end.
- f) Nursery development and maintenance behind admin. Building.
- g) Supply of Flower Pots in the Room of the Officers of ICD/Tughlakabad, Northern Region, NHMS area and CRCL as specified by the officer in-charge.

2. LAWN ADJACENT TO MAIN GATE.

- a) Maintenance of the grass planted and regularly watering, manuring and forking it.
- b) Plantation and maintenance of hedge along the boundary of the lawn.
- c) Maintenance and plantation of plants and seasonal plants inside the lawn.
- d) Development & Maintenance of plantation and flowerbeds at CISF barracks and near by area.

3. YARD AND WAREHOUSE.

- a) Development of park at Tehkhand area inside the bonded area.

- b) Plantation and maintenance of plants/trees along the side of boundary wall.
- c) Development of adjoining area near sub station.
- d) Maintenance of park in front of Export Warehouse/main gate.
- e) Maintenance of potted plants in the warehouse.
- f) Maintenance of existing Park near Petrol Pump.
- g) Maintenance of Trees planted obtained from Forest Deptt. in the Yard.
- h) Regular cutting of jungle grass in the yard.
- i) Maintenance of parks near ECR Room.
- j) Maintenance of park at Delhi top
- k) Maintenance of parks in PRC & NPC.
- l) Maintenance and development of park near toilet of export warehouse.

4. CONCOR STAFF COLONY.

- a) Maintenance of lawns inside the colony and the lawn at front area of gate.
- b) Maintenance of all the potted plants inside the colony.
- c) Maintenance of the plants and creepers planted along the boundary wall.
- d) Maintenance of creepers and flowerbeds in the periphery of colony outside the colony by planting seasonal flowers.
- e) Maintenance of Trees planted in and outside the colony.
- f) Maintenance of fountain at Club.

5. RAILWAY COLONY.

Maintenance of Trees obtained from Forest Deptt. planted in the Tughlakabad, Northern Railway Staff Colony in lieu of trees cut in the PRC & NPC area. This will include regular watering, manuring and forking etc.

6. MANPOWER, EQUIPMENT, MATERIAL & STORAGE:

- a) Contractor shall arrange for adequate and suitable manpower to perform the work as mentioned in the Scope of work above.
- b) Contractor has to use his own equipment & tools, required for this work.
- c) CONCOR will make arrangement for water.
- d) CONCOR will provide all grass implant, saplings, indoor & outdoor plants etc.

7. DURATION OF CONTRACT

- 7.1 At the initial stage, the contract shall be awarded for a period of 24 months from the date of commencement of contract. CONCOR will have discretion for extending it for another 1 year (one) on mutually agreed rates, terms and conditions.
- 7.2 However, 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.

8. EARNEST MONEY

8.1 The tenderer will be required to deposit a sum of Rs 45,000/- (Rs. Forty Five Thousand only) as earnest money along with completed tender documents for pre-qualification bid. The earnest money is towards an undertaking by the tenderer that the tenderer will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR. No interest shall be allowed on the Earnest Money deposited. The document submitted without EMD will be summarily rejected.

8.2 The Earnest Money Deposit shall be made by pay orders or demand drafts made out in favour of "Container Corporation of India Ltd." payable at New Delhi and valid for a minimum period of six months after the date of issue.

9. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE.

9.1 The successful tenderer whose rates are finally accepted must deposit as Security Deposit for successful performance under the contract, a sum of Rs 2,25,000/- (Rs. Two Lakhs Twenty Five Thousand only) by pay order or DD or Bank Guarantee or Fixed Deposit in favour of "Container Corporation of India Ltd. New Delhi" within 15 days from the date of the communication of award of contract and execute an agreement in the prescribed form.

9.2 Alternately the contractor may give a written undertaking to CONCOR allowing for retention of EMD and pay the balance security deposit in any of the manners as stated.

9.3 Failure of the contractor to comply to the above said requirement will result in the forfeiture of the EMD and debarring of the contractor from participating in any further tenders with CONCOR.

10. STAFF :

- a. The contractor shall employ adequate manpower required for this work on his own account & responsibility. The contractor shall, at all times, observes provisions of Child Labour (P&A) Act 1986 with up-to-date amendments and Laws & Acts governing employment of Labour/contract labour etc.
- b. The contractor & staff shall follow the security regulations in force or as amended from time to time. Either the contractor or his staff shall take suitable action, including summary termination and/ or legal action for breach of CONCOR security regulations & CONCOR shall be the sole arbitrator to the course of action.

- c. CONCOR shall be exempted from all the liabilities, whatsoever created under the Workmen Compensation Act/ESI Act in respect of any injury suffered by the worker employed.
- d. The Horticulture Staff should wear the Uniform so that he can be verified as Horticulture Contractor Staff.
- e. The staff of Horticulture those who are working Inside the Custom Bonded Area should also wear the Safety Jackets & Helmets.
- f. The contractor will have to provide extra manpower on as and when required basis for which he will be paid on a per day basis based on the prevalent minimum wages as applicable from time to time.

11. REPORT :

- a. The contractor/his representative would be required to submit daily report to the officer In-charge or any other officer so indicated & produces a book for taking day-to-day instructions.
- b. The contractor/his representative should approach the officer in-charge/supervisor, if he needs any instructions, help or has any difficulty.
- c. Routine notices, the officer In-charge will give instructions.
- d. The contractor shall make sure that he or his authorized representative is necessarily available during working hours for receiving & implementing the instructions of the officer In-charge. The contractor at the time of signing this contract agreement shall intimate the Dept. in writing the name of his authorized representative & shall give an undertaking that his authorized representative is competent to receive & implement the instructions of the Dept. & also make whatever necessary purchases at short notices.

12. PENALTIES & RECOVERIES:

- a. In the event of the contractor failing to do the assigned job, the officer In-charge shall have the option to make alternative arrangement & the amount spent on this account will be recovered from the Contractor Bill.
- b. The fine up to Rs.1000/- can be imposed for every single occasion of unsatisfactory work/performance by the officer In-charge in respect of breach of terms of contract. The contractor shall in addition to the fine, also be responsible to compensate CONCOR for any liability, which may fall on CONCOR under any statutory or other obligation for the breach of any of the terms of the agreement.

13. AMENDMENTS TO TERMS & CONDITIONS:

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.

14. GENERAL CONDITIONS:

- a. The services would be required to be provided on all working days and working hours as specified by CONCOR.
- b. The contractor will be required to make all necessary arrangements for rendering special services even at short notice.
- c. All equipment and implements are required to be provided by the contractor at his cost. No additional payments on this account will be made by CONCOR.
- d. The contractor shall not sub-let the contract. He will post a responsible supervisor to oversee the satisfactory working of all employees and to coordinate with CONCOR & carry out its instructions.

15. STATUTORY COMPLIANCE :

- a. The contractor shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all liabilities under the various labour laws and other like E.P.F., E.S.I., Bonus, Workmen's Compensation etc. shall be that of the Contractor, and CONCOR shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- b. The contractor shall obtain necessary labour license from the licensing Authority under the Contract Labour (R&A) Act 1970, and contract rules framed there under and produce the same to CONCOR.
- c. The contractor shall keep CONCOR indemnified against all loses, damages, or liability arising out of or imposed in pursuance of any labour laws.
- d. The contractor shall at all times during the contract indemnify CONCOR against all claims that may be made under the following Acts or any statutory modifications thereof.

- i) The Payment of Wages Act, 1936
- ii) The Factory Act, 1948
- iii) The Workmen's Compensation, 1923
- iv) The Employees Provident Fund Act, 1952
- v) The Contract Labour (Regulation and Abolition) Act, 1970
- vi) The Payment of Bonus Act, 1965
- vii) The Payment of Gratuity Act, 1972
- viii) The Equal Remuneration Act., 1976
- ix) The Employees State Insurance Act, 1948
- x) The Industrial Disputes Act, 1947.
- xi) The Employment of Children Act, 1938
- xii) The Motor Vehicles Act,

16. PAYMENT CONDITIONS :

- a. For due performance of specified work contractor will be paid the quoted and accepted amount per month.
- b. Payment for each calendar month will be made on presentation of contractors bill in duplicate, which shall be verified and passed.
- c. The contractor shall submit the bill to the officer in charge with in 1st week of every month. All deductions towards Income Tax and other statutory taxes and levies at source is applicable under the Income Tax Act.1961 and other Acts will be made from all the payments of contractor.

17. EXIT CLAUSE

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

18. 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.

19. 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.

20. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

- a. The contractor shall work in close consultation with and as per guidance and direction of the nominated officials of CONCOR.
- b. 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 up to Rs. 5000/- (Rupees Five thousand only) on every single occasion on the sole discretion of the nominated CONCOR official.
- c. 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 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.

- d. In the event of contractor's employees going on strike, CONCOR shall be at liberty to carry on work under this agreement through any other agency directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of contractor and shall be recovered from any money due to him for from his security deposit referred to in this agreement.
- e. 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 for replying 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, (ii) get the balance work done at the risk and cost of the contractor by making an alternative arrangement as deemed necessary and (iii) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- f. If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the contractor by CONCOR under this or any other of his contract with CONCOR anywhere in India or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract as stated above.
- g. The Chief Manager, CONCOR is the person who shall be empowered to consider waiver of the above-mentioned penalties on any account either in part or in full at his sole discretion.

21) ARBITRATION

- i) In case of any disputes arising out of interpretation of any of the provisions of this contract, Director shall 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.
- ii) 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.
- iii) 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.

- iv) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- v) 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.
- vi) 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.
- vii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- viii) The venue of arbitration will be such place as may be fixed by the Arbitrator in his sole discretion.
- ix) The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- x) Once the contractor has been paid his security deposit and has been returned his Bank guarantee by CONCOR it shall be treated that the contract is over and no disputes shall be entertained after that.

22. GENERAL

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 Executive Director, NR, 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.

For and on behalf of
Container Corporation of India Ltd.
Executive Director/NR

The scope of work and all terms and conditions listed from Para 1 to 22 along with their sub-paras have been read carefully, understood and accepted.

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

ANNEXURE I

LETTER OF SUBMISSION OF TENDERS

To,

The Executive Director,
Container Corporation of India Ltd.,
Northern Regional Office
Inland Container Depot
Tughlakabad
NEW DELHI - 110 020.

Dear Sir,

Sub: TENDER FOR CONTRACTOR BY PROVIDING PROFESSIONAL HORTICULTURE SERVICES AT INLAND CONTAINER DEPOT/ TUGHLAKABAD, NEW DELHI FOR A PERIOD OF 24 MONTHS FROM THE DATE OF AWARD OF CONTRACT.

1. Subject to the conditions given in the tender documents purchased by me in connection with above-mentioned contract, I/We hereby tender for the contract for working as Contractor for CONCOR, for its Horticulture development, ICD/TKD at the rates specified in the SOR (Annexure-II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.
2. Following certificates/documents are enclosed herewith:
 - Experience certificate showing the experience in the work tendered for **in any Central/State Govt & Public Sector Undertaking or reputed private agencies within the last preceding three years.**
 - Documents indicating financial ability of the firm/company for Undertaking the work tendered for i.e. audited financial statements of the firm/company.
 - Documents showing constitution of the firm/company (copy of partnership deed with copy of registration certificate in case of partnership firm and a copy of incorporation certificate, certificate of Memorandum and Articles of Association in case of a company).
 - Evidence of the authority of the person signing this proposal to bind tenderer to this proposal and to any contract resulting there from.
 - Proof of having valid PF and ESIC registration certificates.
 - A sum of Rs. towards earnest money in the form of pay order/demand draft no..... dated in favour of CONTAINER CORPORATION OF INDIA LTD.", payable at New Delhi.

- I/We agree to keep this tender open for a period of 120 (one hundred and twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (one hundred and twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.
- The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualification bid is accepted by CONCOR.
- I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Tenderer's address

.....

.....

.....

Telex/fax number if any.

.....

Yours faithfully,

Signature of Tenderer/s

1.

2.

.....

E-mail no. if any,

ANNEXURE-II

SCHEDULE OF RATES: THE BIDDER IS REQUIRED TO SUBMIT HIS OFFER IN THE FORMAT GIVEN BELOW UNDER A SEPARATE SEALED ENVELOPE DULY SUBSCRIBED AS FINANCIAL BID.

S. No.	Activity	Volume (in units)	Rates per unit per month	
			(in figures)	(in words)
1	Maintenance including watering, manuring, & forking etc. of lawns/parks, hedges, plants, saplings, trees etc. located at administrative building, main gate, yard, warehouse, staff colony etc. at ICD, Tughlakabad, New Delhi (Rate per sq. mtrs.).	10207 sq. mtrs.		
2	Supply of Flower Pots 10" in the Rooms of Officers and other locations as specified by the Officer Concern (Rate per flower pot).	250 nos.		
3	Rate for Supply of per Bouquet Containing 20 Tata Roses each (Rate per bouquet).	1 no.		

Please note that quote submitted is to be all-inclusive & CONCOR will not be liable to pay anything extra.

Tenderer's address

Telex/fax number if any.

E-mail no. if any,

Yours faithfully,
 Signature of Tenderer/s
 1.
 2.

ANNEXURE-III

AGREEMENT FOR ACTING AS CONTRACTOR BY PROVIDING PROFESSIONAL HORTICULTURE SERVICES AT INLAND CONTAINER DEPOT/TUGHLAKABAD, NEW DELHI.

An agreement made this ____ day of _____, Two thousand and Ten between Container Corporation of India limited, with Corporate Office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi (A govt. of India Undertaking) represented herein by the Executive Director, Container Corporation of India Ltd., ICD TKD, New Delhi (hereinafter called CONCOR) of the one part AND M/s _____(hereinafter called the “Contractor” which expression shall be deemed to include his/their respective heirs, executors, administration, legal representatives, successors and assignees) of the OTHER PART for the purpose of performing the work of Horticulture at Inland Container Depot. Tughlakabad at the rates and under the conditions specified in tender document and its annexures.

Whereas the contractor has agreed with CONCOR to perform all the operations set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said job in the tender document and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms and conditions of this contract w.e.f. _____ upto _____ and will observe, fulfill and honour all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agreed that if the contractor observes and 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.

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

EXECUTIVE DIRECTOR
FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA LTD.,

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

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

ANNEXURE-IV

BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Limited acting through the Chief Manager having its registered Office at CONCOR Bhawan, C-3, Mathura Road, New Delhi -110076 agreed to permit M/s _____ (hereinafter called the said Horticulture Services Contractor) to manage Horticulture works at ICD Tughlakabad, New-Delhi in Northern Region of CONCOR on its behalf as custodians of the Export/Import Cargo/containers on the terms and conditions of the agreement dated _____ made between _____ and _____ on production of a Bank Guarantee for Rs. _____ (Rs. _____ only), we _____ Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Limited an amount not exceeding Rs. _____ against any loss or damages caused to or suffered or would be caused to or suffered by the Containers/Cargo or walls/building etc. therein or the Container Corporation of India Limited by reason of any failure of the Horticulture Services safely in contravention of the terms and conditions contained in the said agreement.

2. We _____ Bank, do hereby undertake and promise) to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Chief Manager, Container Corporation of India Limited, ICD/Tughlakabad, New-Delhi stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Limited by reason of any failure of the said Horticulture Services failure to perform the said operations safely without damaging the property of CONCOR, ICD, Tughlakabad, New-Delhi. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ Bank, further Agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation India Limited under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 4 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.

3(A) Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Limited or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Container Corporation of India Limited within 3 months from the date of aforesaid.

3(B) Provided that we _____ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (Three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period not extended on demand, we _____ Bank shall pay the Container Corporation of India Limited the full amount of the guarantee on demand and without demur.

4. We _____ Bank, further agree with the Container Corporation of India Limited that the Container Corporation of India Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd. against the said Contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contract or for any bearance, Act or commission on the part of the Container Corporation of India Limited, or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.

6. We _____ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Limited in writing.

Officer's Signature with Bank seal

Date: _____