



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

Tender Notice No.: CON/NR/TC/PRC/TKD/2010

Sealed Tenders are invited for Open Tender for Handling & Transportation of Empty Containers at Power Cabin Empty Yard (PRC) at ICD/TKD, New Delhi.

EMD: Rs. 2,50,000/-, Contract period: 1+ 1year, Last Date & Time of Submission: upto 15:00 hrs on 26.03.2010, Opening: 15:30 hrs on 26.03.2010: 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 26.02.2010 to 25.03.2010 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
LTD.**

(A Govt. of India Undertaking)

Northern Region

**Tender Document
For**

Handling & Transportation of

Empty Containers

at

Power Cabin Empty Yard (PRC),

Inland Container Depot

TUGHLAKABAD

2010



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TENDER FORM

CON/NR/TC/PRC/TKD/2010

PRICE : Rs. 2500/- + 4% S.Tax

TENDER FORM FOR CONTRACT FOR PROVIDING PROFESSIONAL SERVICES FOR HANDLING AND TRANSPORTATION OF EMPTY CONTAINERS AT POWER CABIN EMPTY YARD (PRC), WORK AT INLAND CONTAINER DEPOT, TUGHLAKABAD FOR A PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT OF CONTRACT.

1. Serial number assigned to the Tender Form : -----
2. Date of Sale / Issue : -----
3. Name of the Applicant to whom the Tender Form was sold / issued : -----
4. Full Address of the Applicant : -----
5. Sealed Tender Forms shall be received upto 15:00 hrs.on 26.3.2010.
6. Tenders containing Pre-qualification bids will be opened at Tender Cell, ICD/TKD at 15:30hrs on 26.3.2010.

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 Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Document 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 15:00hrs on 26.3.2010.

Container Corporation of India Ltd.
(A Govt. of India Undertaking)
Visit us at www.concorindia.com



LETTER FOR SUBMISSION OF TENDER

From

To

The Executive Director,
Northern Region,
Inland Container Depot
Tughlakabad

Dear Sir,

Sub: Tender for providing professional services for handling and transportation of empty containers at Power Cabin empty yard (PRC), at Inland Container Depot, Tughlakabad.
Ref: Open Tender Notice No. CON/NR/TC/PRC/TKD/2010

In response to your Tender Notice no.....dated..... inviting offers for handling and transportation contract of empty containers at PRC from ICD, Tughlakabad. I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) 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 (120) 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/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we have enclosed an Account Payee Demand Draft, on [Name of Bank] for Rs...../- (Rupees..... only) in favour of Container Corporation of India Ltd., payable at New Delhi, as Earnest Money Deposit for this tender, in the sealed envelope superscribed as "Pre-



qualification Bid for Providing professional services for handling and transportation of empty containers at Power Cabin empty yard (PRC), at Inland Container Depot, Tughlakabad”.

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

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....
.....



CHAPTER I

INSTRUCTIONS TO THE TENDERERS

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. It invites tender from eligible parties for the work of Handling and Transportation of empty containers at Power Cabin empty yard (PRC), at Inland Container Depot, Tughlakabad. Tenderers must read these instructions before filling the tender.

1. Bids are required to be submitted in two separate sealed envelopes. The first sealed envelope should contain all the documents listed below in para 6. This envelope should be clearly superscribed as: **“Pre-qualification Bid for providing professional services for handling and transportation of empty containers at Power Cabin empty yard (PRC), at Inland Container Depot, Tughlakabad”**.
2. The second sealed envelope should contain only duly filled & signed **“Schedule of Rates”** in format given in Annexure-I. Each page of the **“Schedule of Rates”** should be signed by authorized person of the company/firm. This envelope should be clearly superscribed as **“Financial Bid for providing professional services for handling and transportation of empty containers at Power Cabin empty yard (PRC), at Inland Container Depot, Tughlakabad”**.
3. Both the sealed envelopes should thereafter be sealed in one envelope and superscribed as **“Tender bids for providing professional services for handling and transportation of empty containers at Power Cabin empty yard (PRC), at Inland Container Depot, Tughlakabad”**. The said envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the Executive Director, Container Corporation of India Ltd., Northern Region, on or before 15:00 hrs. on 26.3.2010, or sent by mail/post to reach on or before the said date and time of the aforesaid office.
Note: (CONCOR reserves the right to accept or reject the tender submitted after the scheduled time for deposit of tender but before opening of the same).
4. The bids will be taken out from the box at 15:30 hours, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
5. Only the envelope containing the **“Pre-Qualification Bids”**, will be opened at 15:30 hours on 26.3.2010. The Pre-Qualification Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. The envelopes containing the **“Financial Bids”** of only those 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 only.



6. **“Pre Qualification bid** will contain all the following documents except **“Schedule of Rates” (Annexure I):**
- a) Crossed Demand Draft of Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) in favour of ‘Container Corporation of India Limited’, payable at New Delhi, towards Earnest Money Deposit.
 - b) Experience Certificate for Container handling of 3600 TEUs and transportation of 500 TEUs, in original or notarized copy as stipulated in Chapter II, Para 1.1 in the format specified in Chapter II, Para 1.1.
Note:(Existing contractors of CONCOR can submit photocopies of Experience Certificate issued by CONCOR).
 - c) Documents indicating ongoing contracts in hand, if any.
 - d) Documents regarding financial standing of the firm/company signed by Chartered Accountant as per requirement of Chapter II, Para 1.2.
 - e) Documents regarding constitution of the firm/company.
 - f) Power of Attorney, if required.
 - g) Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.
 - h) Deployment Plan for Equipment owned/hired as per requirement of Chapter III, Para 3 as per format specified in Annexure V along with consent letter, where required, as per format specified in Annexure IV.
7. The tender document, comprising all the chapters along with rate quotation as per format given in Annexure-I, 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, must be submitted on or before 26.3.2010 at 15:00 hrs. at ED’s office, Northern Region, CONCOR, ICD, Tughlakabad.
8. This document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.
9. The tender document may be downloaded from CONCOR’s website www.concorindia.com 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’ payable at New Delhi, and an undertaking on the Company’s letter head that “no amendments have been made in the tender document downloaded from the internet, at the time of submission of tender document.” In case of non-submission of cost of tender document, the tender shall be liable for rejection.



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

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

Executive Director / Northern Region
Container Corporation of India Ltd.



CHAPTER II

TENDER CONDITIONS

1. ELIGIBILITY CRITERIA:

1.1 EXPERIENCE:

(i) HANDLING AND TRANSPORTATION OF CONTAINERS

The tenderer must have experience of handling a minimum number of 3600 TEUs and transportation of minimum number of 500 TEUs, during any one of previous three FYs 2006-07, 2007-08, 2008-09 and the current financial year in the same name / firm composition in which he is applying for this tender. The experience in the current year would not be considered on extrapolated basis.

If the existing contractor has submitted the tender for the same activity in the same facility, the existing contractor’s bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, if his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered.

(ii) EXPERIENCE CERTIFICATE

All the prospective bidders are expected to submit their experience in the following format:

(On the letter head of the Company issuing the certificate)

“This is to certify that M/s._____ have worked as our handling and/or transportation contractor for the work of handling / transporting ISO/DSO containers.

The details of containers handled/transported by them during the previous _____ years have been as under:

S.No.	Year	No. of containers (TEUs)		Place of work
		Transported	Handled	
1				
2				
3				
4				

Date:

Signature
Name

Designation of signing authority
Seal of the Company”

1.2 FINANCIAL CREDIBILITY:

(i) **Turnover:** The tenderer should have achieved a minimum gross turnover of Rs18.52 lakhs per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of previous three 2006 -07, 2007 – 08,



2008-09 and the current financial year in the same name/firm composition in which he is applying for this tender.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years 2006-07, 2007-08 and 2008-09 should be duly attached. However, unaudited reports / Chartered Accountant's Certificate for current year shall be accepted.

- (ii) **Networth:** The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet.

1.3 EQUIPMENT OWNERSHIP

- 1.3.1 The minimum number of equipment/vehicles required to be owned / hired and deployed for carrying out the work tendered for, are described in para 5 of Chapter III on Scope of Work. A part of the equipment / vehicles ,as specified in the same para, must be owned by the tenderer, in the name of the owner / firm (in case of proprietary firms), in the name of the partner/firm (in case of partnership firms) or in the name of any one or more directors of the company (in case of a company). Rest of the equipment/ vehicles could be on hired basis, for which, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer(s) during the entire duration of the contract (contract period of 4 years, extended period of one year and obligatory period of 04 months).
- 1.3.2 Owned equipment as per the minimum number specified, can be deployed within 120 days of the issue of LOI (in case of sling cranes). However, the tenderer should specify the interim arrangement clearly indicating the source along with a consent letter from the owners for the use of such equipment by the tenderer for the duration of 120 days in the requisite format (Annexure IV)
- 1.3.3 The tenderer must submit detailed deployment plan in the requisite format (Annexure V) for the equipment/vehicles asked for in the tender along with consent letter from owners of hired equipment.

2. EARNEST MONEY DEPOSIT:

- 2.1 Each tenderer shall be required to deposit a sum of Rs. 2,50,000/- (Rupees Two Lakhs fifty thousand only) as Earnest Money along with the Pre-Qualification Bid in the form of a crossed Demand Draft made out in favour of "Container Corporation of India Ltd." payable at New Delhi, and valid for a minimum period of six months from the date of issue. No interest shall be allowed on the Earnest Money deposited.
- 2.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 2.3 The document submitted without EMD will be summarily rejected.



- 2.4 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.
- 2.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

3. CONSTITUTION OF THE FIRM

- 3.1 The tenderers, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ 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.
- 3.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 3.3 CONCOR may recognize changes in Power of Attorney and related documents after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.
- 3.4 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. If the tender application is submitted by a firm of 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.
- 3.5 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing 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 document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

4. JOINT VENTURE:

- 4.1 If the tender application is submitted by a Joint Venture of two or more firms:
 - a. it shall be signed by each member party to the joint venture so as to be legally binding on all parties.



- b. one of the partners shall be nominated as the lead partner and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners.
 - c. the experience of container handling and/or transported as mentioned in clause 1 of chapter II in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
 - d. The equipment as mentioned in clause 5 of chapter III can be provided by any or all partners of the joint venture.
 - e. It shall be accompanied by a legal document signed by all the parties to the Joint Venture/Consortium confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorized representative of the Joint Venture.
 - f. the tender application shall include a copy of the joint venture agreement which shall inter-alia that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.
 - g. The agreement for the Joint Venture between the partners shall be notarized/registered as per Laws of the Union of India.
- 4.2 A joint venture company of CONCOR in the logistics field will be considered qualified automatically in terms of experience and financial soundness criteria.

5. VALIDITY OF OFFER

The tenderer is permitted to tender on the clear understanding that, after submission of the 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 modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR, and CONCOR can take recourse to other legal remedies in terms of the contract.

7. QUOTING OF RATES



The tenderer must quote rates in the Schedule of rates (Annexure I) 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 counter signed 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.

8. ACCEPTANCE OF TENDER

- 6.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Executive Director, Northern Region (ED/NR), Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender.
- 6.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 6.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 6.4 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.
- 6.5 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 is also not bound to give the reasons for such disqualification.
- 6.6 CONCOR also reserves the right to:
 - a) award the work partially , if deemed fit by the Competent Authority, in the financial / business interest of CONCOR.
 - b) overlook any bidder who is in the same line of business and competing with CONCOR.
 - c) bypass any bidder blacklisted by any Government / Semi Government body or PSU
 - d) seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.



- e) accept or reject any or all of the pre-qualification / financial bids in part or full.

7. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the Executive Director, Northern Region, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CONCOR's office and start the work within (30) thirty days of issue of LOI or by the date communicated by the respective ED, whichever is later. Failure to do so shall constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. ED/NR may extend the time for execution of Agreement or starting the work by 15 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

8. SECURITY DEPOSIT

- 8.1 The successful tenderer will be required to furnish a security deposit of Rs. 11,00,000/- (Rupees Eleven Lakhs only) towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by CONCOR.
- 8.2 The security deposit may be submitted in any of the following forms with validity of one year six month from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalized / Scheduled Bank in the proforma approved by CONCOR.
 - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR.
 - (iii) 12 years National Defence Certificate at the surrender value, or 10 years Defence Deposit at the surrender value, or State Loan Bonds.
 - (iv) Demand Draft/Pay Orders

Note :

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
- (b) The National Saving / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- (c) No interest shall be allowed or paid on the security deposit.



- (d) ED/NR may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.
- 8.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by ED/NR, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CONCOR in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 8.4 In case the contract is extended for further period of one year, as provided in Para 11 of Chapter II, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.
- 8.5 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the contractor.
- 8.6 The security deposit referred to above may be forfeited to CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.

9. REFUND OF SECURITY DEPOSIT

- 9.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Chief Manager.
- 9.2 In the event of any dispute arising between CONCOR and Handling and / or Transport contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the Handling and/or Transportation contractor singly or jointly with others and CONCOR, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The Handling and/or Transportation contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.



10. PERIOD OF CONTRACT:

- 10.1 The contract shall be awarded 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 on the basis of mutually agreed rates, terms and conditions.
- 10.2 No request for any change in rates will be entertained during the pendency of the contract except as provided in Rate Revision clause in Chapter IV, Para 2.
- 10.3 The date of start of physical work by the contractor, shall be treated as the date of commencement of contract.

11. SERVICE DURING POST CONTRACT PERIOD

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (4) four months or till alternate arrangements are made, whichever is earlier.



CHAPTER III

SCOPE OF WORK

- 1.1. The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.2. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the tenderer /contractor.

2. **BRIEF DESCRIPTION OF THE WORK**

The Scope of Work covered by the contract consists of :

- a. Handling of empty containers using sling cranes in CONCOR's empty yard at PRC.
- b. Transportation of empty containers (20', 22' & 40') between PRC empty yards and ICD/TKD, DCT, NPRC/NMS/CCI or other terminals within a distance of 10 kms.

3. **ITEMS OF WORK:**

The handling contractor is required to provide sling cranes round the clock capable of handling empty 20Ft, 22Ft and 40Ft empty containers. The contractor will also be required to provide trailers for transportation of empty containers (20', 22' & 40') between PRC empty yard and ICD/TKD, DCT/ NPRC/CCI / NMS or other terminals within a distance of 10 kms.

The work at PRC empty yard shall involve lift-on/lift –off of empty containers from trailer to the ground, stacking of containers in second high stacks and lift-on and lift-off of empty containers from the nominated slot onto the trailers as directed by CONCOR officials. For lifting of nominated empty container, the contractor will be required to shift other containers kept in the stack in the normal course, which will not be charged. Any other handling of empty containers as directed by the CONCOR representative in-charge of the facility shall also have to be under taken as and when directed. Dressing activities at the empty yard will be undertaken by the contractor at no additional cost to CONCOR.

The contractor shall also maintain a complete record of containers handled on data capture sheets provided for this purpose and furnish the same to CONCOR on a daily basis.



In the course of carrying out the work specified above the contractor will also do miscellaneous jobs such as taking the inventory of containers, sealing/riveting the containers, checking of damages to containers, etc for which no additional /separate payment will be made. The contractor will also be required to provide proper stacking arrangement, dressing of stacks, etc. as directed by the Terminal-in-charge.

The contractor is also required to keep the empty yard neat and tidy and clear of garbage at his own cost. TO will engage requisite staff for this purpose and undertake regular cleaning and maintenance of the premises. The contractor will also provide periodical information and statements about container handling and transportation in the formats specified by the Terminal-in –charge.

4. VOLUME OF WORK

4.1 The facility at PRC empty yard will be primarily utilized for storage of 20’/22’/40’ empty ISO containers. No definite guarantee regarding quantum of work, proportion of TEU/FEUs, etc can be guaranteed. However, the following **average monthly volume** will be taken for the purpose of evaluation of the financial bid. The quantities given below are only an approximate estimate and shall not be a basis for any disputes with regard to the rates quoted by the tenderer/ contractor or for the alteration of the terms and conditions.

Terminal		Handling of empty container (unloading /loading) per month	Transportation of empty containers (per month)
PRC	20’	3421	338
	40’	3966	420

4.2 The tenderer is advised to acquaint himself with the exact location, road approaches and the facilities at PRC empty yard. He is also advised to familiarize himself with the procedure and practices with regard to working of ICD/ Tughlakabad and the ancillary empty yards.

4.3 The Contractor shall arrange his own supervisors, operators and road vehicles as described further in the chapter on ‘Terms and Conditions Governing the Contract’ for carrying out the work described herein.

4.4 Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Executive Director, Northern Region, CONCOR, whose decision shall be final.

5. EQUIPMENT REQUIREMENT :

The following minimum equipment will be required for handling and transportation of containers at PRC Empty Yard:



Equipment for Handling of Containers :-

Sl. No	Activities	Nos.	Equipment	Condition & Manufacturing details	Remarks
1	Sling Crane	Four	Capable of handling both 20'/22' and 40'/45' empty containers upto G+1 high. Crane with rubber tyres and outriggers/wooden blocks to be used.	Should be in good working condition.	May be owned/hired/leased

Note:

- (a) In the case of owned equipments, the ownership should be in the name of the owner / firm (in case of proprietary firms), in the name of the partner / firm (in case of partnership firms) or in the name of any one or more Directors / Company (in case of a Company).
- (b) Equipment could be on hired basis, for which, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer(s) during the entire duration of the contract (contract period of 4 years, extended period of one year and obligatory period of four months).
- (c) The tenderer must submit detailed deployment plan in the requisite format (Annexure V) for the equipment asked for in the tender along with consent letter from owners of hired equipment.
- (f) The contractor will have to replace the equipment, if rules /laws are changed by Government, in respect of vintage or axle payload of the equipment.

Trailers for Transportation of Containers :-

S. No.	Vehicles	Nos.	Year of Manufacture	Owned/ leased
1	Trailers with cab (to carry 1*20'/22' or 1*40' container)	Eight	Should be of 2006 or later make	Minimum two should be owned and rest may be owned/hired/leased

Note:

- (a) 20% trailers must be owned. Rest 80 % may be owned or on hire / lease. In the case of owned trailers, the ownership should be in the name of the owner / firm (in case of proprietary firms), in the name of the partner / firm (in case of partnership firms) or in the name of any one or more Directors / Company (in case of a Company).



- (b) For vehicles on hire/lease, a consent letter bearing signature and seal, on the letterhead of the owner must be provided, showing willingness to lease out vehicles during the entire period of the contract (contract period of one year, extended period of one year and obligatory period of four months.)
- (c) The contractor will have to replace the vehicles, if rules/laws are changed by Government, in respect of vintage or axle payload of the vehicle.
- (e) Suitable vehicles would be deployed, capable of carrying containers of different weights, in accordance with the laws of the Central/State Government in force, from time to time. In case of carriage of a 20'/22' container on a 40' trailer, payment would be admissible for 20'/22' container only for the weight of the container.
- (f) The tenderer must submit detailed deployment plan in the requisite format (Annexure V) for the equipment/vehicles asked for in the tender along with consent letter from owners of hired equipment.
- (g) Vintage of vehicles should not be more than five years at the time of bidding and during the currency of the contract it should not be more than 10 years old.

6. DEPLOYMENT OF VEHICLE/EQUIPMENT BY THE SUCCESSFUL BIDDER:

- 6.1 The successful bidder will be obliged to position the trailers/equipments at the terminal at least two days prior to the scheduled start of work.
- 6.2 The successful bidder to be appointed as contractor shall, before the commencement of the operations, get all the vehicles/equipment inspected by the CONCOR official. In case owned equipment is permitted to be deployed within 120 days of the issue of LOI, they should be offered for inspection prior to its induction. All the deployed vehicles/equipment must conform to the age, make/model, year of manufacture, handling capacity, carrying capacity, GVW, mechanical condition, ownership criteria, etc. wherever applicable / prescribed in terms of para 5 above. The contractor will be required to produce original supporting documents like Registration papers, valid Insurance, Fitness certificates, etc at the time of inspection at the terminal. A vehicle / equipment once deployed, should not ordinarily be changed. However, it may be changed on the written request of the contractor only with the approval of the Terminal Manager in exceptional cases. For deployment of owned equipment / vehicles within 120 days of the issue of LOI, the permission of substitution will be accorded freely. However, the new deployed vehicles / equipment have to conform to the stipulated criteria listed in Annexure-V
- 6.3 In case of failure to deploy owned/hired vehicles/equipments by the contractor on or before stipulated date, or in case of short / non deployment of required number of equipment/trailers at any time during the pendency of the contract, damages of Rs.2500/- per vehicle and Rs.5,000/- for sling crane per day or part

thereof may be levied till the vehicles/equipments are provided by the contractor. Similar damages may be levied for vehicle/equipment, if they are found not in conformity with the required age and any other condition.

- 6.4 The maximum number of additional trailers (30% of the original number, rounded off to the next higher whole number) may be asked for on permanent basis from the contractor on (7) seven days written notice. The exact number of trailers required to be increased as per aforesaid provision will be determined by the ED, based on the traffic volume.

Similarly additional sling cranes can be asked on 30 days notice (upto 30% of the original number, rounded off to the next higher whole number).

However, if there is need for more equipment, than stipulated above, the same can be taken from the contractor provided he is willing to do so, otherwise some alternative arrangement can be made by CONCOR.

- 6.5 Notwithstanding above, in case of reduction in business, ED can also reduce the number of trailers/equipment subject to suitable rate negotiations on mutual discussion basis. The reduction /withdrawal of the vehicles/ equipment shall be allowed on undertaking that the same will be restored within the notice period prescribed in para 6.4 above. In case the contractor fails to restore the number of vehicles/equipment, or provides vehicles/equipments which do not comply with the criteria of the ownership/year of manufacture/etc, damages as prescribed in para 6.3 above would be applicable. In case of restoration of the vehicles/equipment to its original level, the rates would also be restored to the original level.

- 6.6 The decision of the ED, CONCOR, will be final and binding in the matter of deciding the type and capacity of equipment / vehicles required.

7. MAINTENANCE & DOWNTIME OF EQUIPMENT (For Hiring & cycle model)

7.1 Up time:

For individual equipment availability (up time) of 100% excluding maintenance downtime and fuelling time on a monthly basis must be maintained. The machine/equipment will be treated as down if there is a continuous break-down of more than one hour. However, at no point of time should the equipment be down for more than three hours at a stretch. In that case the contractor shall endeavour to make alternate arrangements within twelve hours at his own cost. Failure to comply with these stipulations will be considered as a serious case of unsatisfactory performance and may be dealt with as per the provisions of Chapter III Clause 9: Consequences of Non-Performance, at the discretion of Chief Manager.



7.2 **Down time for:**

A. Sling Crane :

- (a) A total of 90 hours per month shall be allowed towards cooling.
- (b) A total of forty eight hours per month shall be allowed towards exigency break-down, fuelling and staff change, etc.
- (c) In addition, maintenance down time shall be allowed as eight hours per week.

B. Trailers:

No entry time as per local traffic rules will be treated/allowed as fueling/preventive maintenance/ exigency break-down and cooling time.

- 7.3 All arrangements for operations and maintenance inclusive of fuel and lubricants, operators, other requisite personnel, maintenance and repairs etc. shall be made by Contractor at his own cost.

8. SCHEDULE FOR COMPLETING ASSIGNED WORK (HANDLING & TRANSPORTATION).

- 8.1 All private road trailers will be required to be handled round the clock, on the basis of the job orders issued by the Terminal. The contractor shall be required to comply with all the job orders issued for container loading/offloading in a particular shift, latest by the end of the next shift. TO shall ensure handling of all private trailers expeditiously otherwise it will be treated as non-performance, and may be dealt with as per the provisions of Chapter III Clause 9: Consequences of Non-Performance, at the discretion of Terminal Manager/In-charge.
- 8.2 The contractor will also be required to provide road vehicles for shifting of empty containers to ICD/DCT/NPRC/NMS/CCI or other terminals within a radius of 10 kms. from PRC empty yard or vice versa. The empty container should reach ICD TKD or other terminals from PRC empty yard or vice-versa as per following time limits prescribed from the time of issuance of job orders :
- i) In case of job orders issued to the contractor upto 12:00 hrs., the empty containers should be shifted upto 24:00 hrs of the same day.
 - ii) In case of job orders issued to the contractor after 12:00 hrs of the day, the empty containers should be shifted upto 7:00 hrs of the following day.
- 8.3 The above time limits are subject to review depending on the road conditions and restrictions imposed by traffic police or other extraneous factors over which the terminal operator has no control. The time limits will be reviewed and notified by CONCOR from time to time.
- 8.4 In case of failure to comply with the above stipulations, a penalty of upto Rs.100/- per TEU will be leviable from the contractor for every 24 hours and



part thereof at the sole discretion of Terminal-in-charge, ICD/TKD. Repeated failures on this account will be treated as instances of unsatisfactory performance.

- 8.5 Executive Director, Northern Region, 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.

9. CONSEQUENCES OF NON-PERFORMANCE:

- 9.1 Damages may be recovered from the contractor for repeated non performance in addition to the damages prescribed in the respective paras above upto Rs.5,000/- per day, by Terminal Manager/In-charge.
- 9.2 However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.
- 9.3 All the damages will be imposed by the Terminal Manager/In-charge and the same will be deducted from the monthly bill of the contractor. CONCOR may also deduct the damages from the Security Deposit, incase monthly bills are short of damages amount. In such a case, the contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.

10. SPECIFIC RESPONSIBILITIES FOR ROAD TRANSPORTATION OF CONTAINERS

- 10.1 The contractor shall ensure proper closure of doors of the containers at the time of loading/shifting. Failure to do so may be treated as unsatisfactory performance. The container shall be secured to the road vehicle by all four bottom corner fittings.
- 10.2 The contractor shall ensure that no container is accepted for Road Transportation if it has improper lashing/choking/bracing.
- 10.3 In case of an accident in transit, or for any other reason, if a container needs to be transshipped on to another vehicle/chassis en route, the transshipment shall be carried-out by the contractor at his cost and risk. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps. CONCOR reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage in consultation with CONCOR against these unforeseen events.
- 10.4 CONCOR shall have the right to change routes and increase or decrease the total mileage from time to time. This will not confer any right on the contractor to claim any extra amount as a result of such temporary change i.e. for 15 days.



- 10.5 In the case of Road Transportation, events like imposition of restrictions on movement by State Government authorities on a particular route or in certain timings or diversion of routes on temporary basis due to civil works, law and order, festivals, etc. shall not form the basis for higher rates. The traffic has to be carried by the diverted route or in the permissible timings at the rates quoted in this tender. However for permanent restriction (of more than 15 days) resulting in long haulage, the rates can be revised with mutual discussion.
- 10.6 The contractor shall not carry out any direct business dealing with any customer of CONCOR without prior approval of CONCOR. The contractor shall not receive, transport any container / cargo within the terminal for any customer of CONCOR directly, without prior approval of CONCOR in writing.
- 10.7 The contractor shall exchange the Equipment Interchange Report (EIR) every time the handing over or taking over of a container takes place. He shall be responsible for examining and verifying correctness of the details given in the EIR.
- 10.8 The contractor shall make his own arrangements for repair/maintenance of all vehicles deployed by him. A rent-free limited specified area within PRC Yard premises may be provided by CONCOR upon specific request by the contractor for such specified repairs/maintenance. No other area in the PRC Yard premises shall be used for repair/maintenance of equipment/vehicles. Water and electric charges would be borne by the Contractor.
- 10.9 In case the contractor fails to promptly substitute vehicles in good working and presentable condition and in case alternative arrangements are made by CONCOR for Road Transportation of containers, it will be on the contractor's sole risk and cost, till suitable replacement is provided by the contractor or the cycle of activity as initiated under alternative arrangements gets completed, whichever comes later.
- 10.11 The decision of CONCOR as to the extent of expenditure incurred and/or loss sustained by CONCOR in this regard shall be final and binding on the contractor. CONCOR shall have the right to recover such expenditure and loss as sustained by it from the security deposit or pending bills of the contractor.

11. BRIEF SPECIFICATION OF VEHICLES

- 11.1 Road trailers for Road Transportation of containers would be in the form of Tractor-Trailer units each comprising of a prime-mover and Semi-trailers (chassis) fitted with container securing arrangements. The trailers deployed for the work must be capable of carrying 20'/22' and /or 40'/45' containers. The vehicles will have to conform to the requirements, specifications and conditions prescribed in paragraphs below:
- 11.2 Container securing arrangements (bottom corner fittings) on the semi-trailer (chassis) shall be in accordance with the international ISO standards on "Freight Containers Handling and Securing". The chassis shall be fitted with twist-locks



which may be either fixed or retractable and, in some cases, adjustable in height. Alternatively, securing cones with pinlock or securing guide with pinlock may be used.

- 11.3 All vehicles must be fit for meeting with the stipulation of weight categories as indicated in Motor Vehicles Act and all State and Central laws. Contractor will indemnify CONCOR for any fines / penalties imposed by any Authority for his act of violation of any of such laws.

12. CONDITION FOR OPERATION OF SLING CRANE.

- 12.1 The contractor is obliged to keep the Sling Crane in proper working condition and to be operated by skilled and trained man power.
- 12.2 The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of break down, the same should be attended in time and in case of prolonged break down, some alternative arrangements should be made within reasonable time to prevent hardship to customers and revenue loss to CONCOR. In case of prolonged break down for more than 48 hours, CONCOR can get the work done at the risk and cost of the contractor. However, in case of repeated failure in performance, CONCOR may make alternate arrangements lasting minimum 3 months till the remedial measure is taken by the contractor at his risk and cost.

INCIDENTAL WORKS

General duties may also have to be performed by the contractor for which no separate payment will be made.

S. No.	Container Handling / Transportation
1	Moving empty containers within Empty Yard for convenience of handling traffic.
2	Shifting empty containers for cleaning/washing/repairs within Empty Yard premises.
3	Taking inventory of containers in the Empty yard at least once a month.
4	Keep the container terminal operational area and stack yard neat and tidy.
5	Providing periodical information and statements about container handling / transportation in formats specified by CONCOR.
6	Providing timely information about container handling / transportation through means or equipment specified by CONCOR.
7	Carrying documents with containers and handing/taking over such documents under acknowledgement from concerned officials.
8	Spillage of oils, dusts, spares, mud, stones, etc. from the contractor's equipment and trailers should be removed by the contractor.
9	Regular recording of container movements on data capture sheets for recording container location.

CHAPTER IV

GENERAL CONDITIONS

1. DEFINITION

- 1.1 **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 1.2 **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the CONCOR.
- 1.3 **Name of Tender:** means the work i.e. Handling & Transportation of empty containers, for which tender is being floated.
- 1.4 **Pre-Qualification Bid:** means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.
- 1.5 **Schedule of Rates:** means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- 1.6 **Financial Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- 1.7 **Container:** Container shall mean various types of ISO/DSO containers i.e. Dry container, Reefer container, Flat rack, Open Top etc used for transportation of export/import and domestic cargo which could be 20'/22'/40'/45' or tank container.
- 1.8 **Unsatisfactory Performance:** The unsatisfactory working will include the following:
 - Repeated failure to adhere to the work schedule.
 - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - Failure to provide manpower in consonance with work requirement for a continuous period of (5) five days.
 - Failure to provide requisite number of equipment, or ensuring its availability in consonance with contractual requirement for a continuous period of (3) three days.
 - Repeated instances of improper work.
 - Repeated instances of failure to comply with instructions of Terminal Manager.
 - Breach of terms of the contract.
- 1.9 **Container Freight Station:** A place used for storage of cargo, stuffing and de-stuffing of containers.



- 1.10 **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the CONCOR, and shall include his employees, agents, etc.
- 1.11 **CONCOR:** CONCOR means 'Container Corporation of India Limited' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi.
- 1.12 **Laws:** Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- 1.13 **Taxes :** Service Tax, Cess Tax, Value Added Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government, from time to time, on container/cargo handling and transportation, storage etc.
- 1.14 **Competitor:** A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CONCOR in a particular catchment area.

2. RATE REVISION CLAUSE

- 2.1 The contracted rates shall remain operative throughout the contract period except for variation in diesel (HSD) prices which CONCOR on contractor's request will increase or decrease at six monthly frequency @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any government notification etc. duly supported by documentary evidence.
- 2.2 First rate revision would be done only after **(6) six** months of commencement of contract, w.e.f. 1st of the month following completion of **(6) six** months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of four (4) years on, say, 16th April 2010, there will be seven rate revisions due during (4) four years period. 1st rate revision would be due w.e.f. 1st Nov, 2010, 2nd w.e.f. 1st May 2010 and 3rd w.e.f. 1st Nov, 2010, and so on.
The rate revision would be regulated by the following formula:
For 1st rate revision
$$\% \text{ increase in contract rates} = (\mathbf{P}_1 - \mathbf{P}_B) / \mathbf{P}_B \times 100 \times 30/100$$
where
 \mathbf{P}_1 = HSD price on 1st of the month following completion of initial **five** months of contract (as applicable in city of contract); and
 \mathbf{P}_B = Base HSD price on the last date of submission of tender (in the city of contract).
For subsequent six monthly rate revisions
$$\% \text{ increase in contract rates} = (\mathbf{P}_N - \mathbf{P}_{N-1}) / \mathbf{P}_{N-1} \times 100 \times 30/100$$
where
 \mathbf{P}_N = HSD price on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and
 \mathbf{P}_{N-1} = HSD price on 1st day of the previous month of (n-1)th escalation (as applicable in the city of contract).
- 2.3 The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case CONCOR management decides to extend the original contract period, CONCOR may negotiate the prices

with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at the same rates for another 4 (four) months, beyond the initial contract period, to enable CONCOR to finalise alternative arrangements.

- 2.4 In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16 April 2013 and the reference base price of HSD (P_B) for further extended period shall be 16.4.2013 and relevant contract rates shall be negotiated rates arrived at for extended period.

Illustration:

Suppose the HSD price on the date of submission of the tender mentioned above was Rs.42.20 per litre and it is Rs.45.20 per litre on 1st October, 2010. According to the formula, %age increase in contract rates will be as under:

$$\begin{aligned} & \text{For 1st rate revision (w.e.f. 1.11.2010)} \\ & = (P_1 - P_B) / P_B \times 100 \times 30/100 \\ & (45.20 - 42.20) / 42.20 * 100 * 30 / 100 \\ & = 2.13\% \text{ i.e. an increase of 2.13\% in the originally accepted contract rates on} \\ & \text{which rate revision is specifically provided for in the contract.} \end{aligned}$$

For second six monthly rate revisions w.e.f. 1st May, 2010, let the HSD price as on 01.4.2010 be Rs.42.12 per litre. Then, in this case:

$$\begin{aligned} & = (P_N - P_{N-1}) / P_{N-1} \times 100 \times 30/100 \\ & = (P_2 - P_1) / P_1 \times 100 \times 30/100 \\ & = (42.12 - 45.20) / 45.20 \times 100 \times 30/100 \\ & = -2.04\% \text{ i.e. a decrease of 2.04\% over the rate accepted during the previous} \\ & \text{revision.} \end{aligned}$$

(Note: The rates will be revised within (10) days from the receipt of the request from the contractor. However, the revised rates will be made effective from the date of revision by giving notice to trade.)

(Note: To give adequate notice to the trade about the change in rates, for the purpose of change, the rates of diesel as prevalent as on 1st of the previous month would be considered, e.g. if the escalation is due on 1st November, 2010 the diesel rates prevalent as on 1st October 2010 would be considered, and so on.)

The revision of rates would be applicable only in case of deployment of equipment / vehicles for container handling / transportation or cargo transportation.

In case of only pure cargo handling contracts, through deployment of labour (i.e. where the nature of contract is primarily labour oriented), the revision of rates would be commensurate with the increase in the minimum wages as notified by the Government from time to time, and the first revision would be considered only after six months of the commencement of the contract.



3. **CHANGE IN BUSINESS PATTERN:** In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CONCOR on this account.

4. **TERMINATION OF THE CONTRACT**

4.1 In the event of *repeated instances of* unsatisfactory service or any failure at any time on the part of the 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), it shall also be open to CONCOR to terminate this contract by giving not less than (7) seven days notice in writing to that effect and if the contractor, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part.

4.2 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/remaining work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

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

4.4 The certificate of CONCOR Official, In-charge of the terminal, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.

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

5. **PROHIBITION AGAINST TAKING WORK FROM CONCOR/ GOVERNMENT SERVANTS.**

No person, who has retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government Service or CONCOR shall be a contractor of CONCOR. The contractor shall under no circumstances employ any such person in the employment of CONCOR for the purpose of carrying out this contract without express permission in writing from CONCOR. The



contract is liable for cancellation if the contractor himself or any of his employees is found to be a person to whom this applies and who had not obtained necessary permission of CONCOR. Ex-servicemen may, however, be deployed.

6. CUSTOMER'S RIGHT

The tenderers are informed that subject to the approval of CONCOR, all customers of CONCOR will have the option of transporting their containers by any transporter of their own choice in case it suits their requirements.

7. CONTRACTOR'S RESPONSIBILITIES & DUTIES.

7.1 The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at the PRC/ICD/DCT, (where they want to work), the Customs procedures and with the industrial areas in and around ICD/DCT. They are also advised to familiarize themselves with the procedures and method of working of the PRC/ICDs/DCTs/NMS/NPRC. The tenderer can visit the said terminals on any working day prior to submitting the tender and acquaint himself of these aspects.

7.2 The contractor shall not independently operate in the business of container handling and transportation in the said ICD/DCT. Damages to the extent of Rs.10,000/- per case may be imposed on the contractor, if any such case comes to the notice of CONCOR management and if CONCOR management is reasonably convinced about the same. The decision of the concerned Executive Director/CONCOR, of the respective Region, in all such cases shall be final and binding on the contractor. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the contractor has his stake so far as his business interests are concerned.

7.3 The contractor is expected to monitor various operational activities and supply information of all containers in transit to CONCOR on a daily basis in the format as may be prescribed by CONCOR management from time to time.

7.4 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CONCOR indemnified against liabilities arising out of the contract on this account.

7.5 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following :-

- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
- (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.



- (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - (iv) The Minimum Wages Act 1948.
 - (v) The Payment of Bonus Act 1965.
 - (vi) The Payment of Gratuity Act 1972.
 - (vii) The Payment of Wages Act 1936.
 - (viii) The Motor Vehicle Act.
- 7.6 The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- 7.7 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CONCOR.
- 7.8 The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at CONCOR premises duly screened and verified, preferably through police verification. CONCOR shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CONCOR such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CONCOR and/or the person is not desirable with proper performance of the work.
- 7.9 The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- 7.10 The contractor shall provide adequate number of trained supervisors, equipment/vehicle operators/drivers and other workers at all the desired operational points at PRC/TKD, to ensure proper and timely movement of containers, including performance of incidental and general services, expeditiously and to the satisfaction of CONCOR officials. Chief Manager/TKD shall have the final say in the matter.
- 7.11 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components of Road Transportation vehicles and handling equipment should also be provided by him at the PRC so that the work is not hampered at the terminal.



- 7.12 The contractor will be required to keep its premises and/or workshop in the PRC premises neat and clean in all respects. The contractor should also be equipped with suitable fire fighting arrangement in the area nominated for the positioning of his trailers/equipment in the terminal premises.
- 7.13 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CONCOR due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CONCOR shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and/or by invocation of bank guarantee from any sum due by CONCOR to the contractor whether under the particular contract or otherwise, CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- 7.14 If CONCOR, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

8. EMPLOYEES PROVIDENT FUND & ESI

- 8.1 It will be the responsibility of the respective contractors to obtain separate code (identification number) for deposit of PF and ESI dues, with the concerned authorities directly, prior to commencement of work.
- 8.2 The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 8.3 It shall be mandatory for the contractor to obtain ESI and PF registration, and to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Contractor to apply for labour licence, necessary certificate of award of work shall be given by CONCOR).



9. LICENCE/PERMISSION/REGISTRATION

Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or CONCOR as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against CONCOR by Contractor shall be entertained by CONCOR for any breach of the provisions/Acts or laws by the contractor.

10. INSURANCE:

It is advisable for contractor to take a suitable insurance policy for Handling & Transportation and terminal handling of empty containers, and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Handling and Transportation of containers. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract. CONCOR, however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.

11. JOINT SURVEY:

Situations may arise during the course of handling / transportation of containers and cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of CONCOR / Consignor / Consignee/ Insurance Company, etc. for assessment of loss/damage to cargo and /or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by CONCOR. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor



shall be required to settle all claims/liabilities, whatsoever, against CONCOR, which come to CONCOR under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line/CONCOR to which the container belongs to at the time of accident.

12. SAFETY

- 12.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 12.2 The contractor shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 12.3 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

13. LIABILITY

- 13.1 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to CONCOR and / or to rolling stock or other property belonging to the Railways (while operating in the premises of CONCOR), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with CONCOR for any other place / location.
- 13.2 CONCOR will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CONCOR is to incur any liability, the same will be recovered from the contractor.

14.0 PAYMENTS

- 14.1 Subject to any deductions, which CONCOR will be authorised to make under the terms and conditions of this contract, the contractor shall be entitled for payment for various cycles of activities performed by him at the end of the cycle, at rates finally accepted by CONCOR. The procedure of billing and payments will be as follows:
- 14.2 CONCOR will issue Job Orders for carrying out cargo and container handling/ transportation operations at PRC/TKD. The contractor, immediately after completion of the work as per cycles defined in SOR, should report the

compliance of the Job Order in writing to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the fortnightly handling / transportation bills for the work done in the previous fortnight. Bills will not be entertained without the Work Done Statement.

- 14.3 The contractor shall prepare and submit monthly bills in prescribed forms based on the quantum of work handled / transported during the previous month to the Terminal In-charge. *(The format in which the bills should be prepared by the contractor shall be in tune with the format in which CONCOR's reports are prepared. This will help to check the bills faster.)* Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/penalties/damages/ fines/recoveries due, **including TDS and/or any other levies at the prescribed rates.** The aforesaid payment of the bill will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 14.4 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 handling / transportation 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 fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.
- 14.5 Service Tax as and wherever applicable will be paid to the contractor on submission of detailed workings. The contractor after payment of the Service Tax to the concerned authorities shall submit the Challan to the Terminal on a month to month basis.
(Note: ED is authorized to release 'on-account' payment upto an extent of 80 %, unless there are reasons to believe that actual bill after assessment may be much less. However, no 'on-account' payment would ordinarily be made during the last three month of the validity of the Contract.)

15. TIME LIMIT FOR SUBMISSION OF BILLS

- 15.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 15.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the

accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 15.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the ED, notwithstanding what has been laid down in the Clause on Payment. The decision of the Executive Director shall be final and binding on the contractor.

16. PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

- 16.1 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 the terms and conditions of this contract. The contractor shall also provide any 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 negotiations.
- 16.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:
- (i) As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
 - (ii) If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (Container Terminal) nearby would be applicable.
 - (iii) If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
 - (iv) The decision of the Competent Authority, CONCOR with respect to the rates for extra/ substituted items of work will be final and binding.

17. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Deduction of income tax, or any other statutory levy at source will be made from the amount payable to the contractor's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

18. EXIT CLAUSE

CONCOR will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management.

19. JOINT PROCEDURE ORDER

Terminal Manager/Incharge and contractor will draw a joint procedure order for implementation of this contract in which the system of documentation for the imposition of damages, recording of the breakdown time etc. will be decided upon. Before commencement of work on any working day the contractor shall notify CONCOR about the condition of vehicles / equipment in the format specified by CONCOR.

20. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the CONCOR nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

21. ARBITRATION

21.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the *Tender Accepting Authority* of CONCOR. There will be no objection if the arbitrator so appointed is an employee of CONCOR.

21.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of CONCOR, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

21.3 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent

of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

- 21.4 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.
- 21.5 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- 21.6 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.
- 21.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 21.8 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 21.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 21.10 In case of any disputes or differences between the parties hereto, the court at (Delhi or District of Regional Office) shall alone have jurisdiction to entertain the suit/arbitration award.

22. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Managing Director, CONCOR, shall be issued or taken on his behalf by the official, in charge of the PRC, or officer so nominated by the Competent Authority. The contractor shall furnish to ED of the respective Region of CONCOR, the name(s), designation(s) and address(s) of his authorised representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given.

23. WAIVER OF DAMAGES

- 23.1 In case of Accidents, fire, fog, congestion, etc., the Terminal Manager/In-charge may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Terminal Manager / In-charge is brought out clearly on record.
- 23.2 Notwithstanding anything contained hereinabove, the ED shall be the Authority to consider waiver of any damages imposed under this contract, by the Terminal Manager/In-charge, in part or full, at his sole discretion.

24. INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting



Authority of CONCOR, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Accepting Authority, who can amend the CONCOR's condition/clause of contract if required.

25. GENERAL

Any clarification in regard to the intent or interpretation of any of the provisions of these terms and conditions shall be sought from the Executive Director, Northern Region, CONCOR, whose decision in the matter shall be final and binding on the contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Executive Director, Northern Region, CONCOR, whose decision will be final and binding on the contractor.

26. 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.

27. SUBLETTING NOT ALLOWED

The TO 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.



ANNEXURE-I

SCHEDULE OF RATES

RATE SCHEDULE FOR THE CONTRACT FOR HANDLING AND TRANSPORTATION OF EMPTY CONTAINERS AT POWER CABIN (PRC) EMPTY YARD, ICD, TUGHLAKABAD, NEW DELHI.

CATEGORY OF WORK	RATE PER CONTAINER			
	20' /22'		40'	
	(In figures)	(In Words)	(In figures)	(In Words)
CONTAINER HANDLING OPERATIONS: UNLOADING EMPTY CONTAINER FROM TRAILER AND PLACING THE CONTAINER ON THE STACK OR VICE VERSA. (Using Sling cranes)				
ROAD TRANSPORTAION OF EMPTIES: BETWEEN PRC EMPTY YARD AND ICD TKD/CCI/NMS/NPRC & OTHER TERMINALS WITHIN A DISTANCE OF 10 KMs. OR VICE VERSA.				

* The above rates are exclusive of service tax, if any.



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

**AGREEMENT FOR ACTING AS HANDLING & TRANSPORTATION
CONTRACTOR FOR CONTAINER CORPORATION OF INDIA LTD AT
PRC/TKD.**

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ Two Thousand and Ten between the Container Corporation of India Ltd. (A Govt. of India Undertaking), 'CONCOR Bhawan' C-3 Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, represented herein by the Executive Director (hereinafter called CONCOR) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of Handling & Transportation of ISO/Domestic empty containers for PRC empty yard at the rates and under the terms and conditions specified in the 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 payment to be made by CONCOR, the contractor shall duly perform the said operations in the said tender documents 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 carryout the work in accordance with the terms and conditions of contract with effect from [..... day of, 2010 up to day of, 200_] and will observe, fulfil and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the contractor observes and honours the said terms and conditions of the contract, CONCOR will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by CONCOR.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

TERMINAL OPERATOR

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



WITNESS

1. _____

2. _____

WITNESS

1. _____

2. _____

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



ANNEXURE-III

BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Executive Director, having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit M/s _____] (hereinafter called the said Contractor) for Handling & Transportation of empty containers at CONCOR's PRC Empty yard on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... and] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the containers therein or the Container Corporation of India Ltd., by reason of any failure of the contractor to handle or carry containers/cargo safely in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Executive Director, Northern Region], Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of three years and six months from the date of issue (whichever is later) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] 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 extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

6. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] 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 forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE



ANNEXURE IV

CONSENT LETTER (FROM OWNERS OF HIRED EQUIPMENT)

“I / We , ----- being the proprietor / partner/ director of -----
(proprietorship / partnership firm/company) being the owner of the equipments as per
details given below desires to hire out the following equipments to M/s.-----
----- who is bidding for the tender for -----
----- floated by CONCOR.

S.N.	Equipment	Nos.

a. The equipments / vehicles mentioned above shall be hired out by us to M/s. -----
----- (tenderer) for a period of for 120 days starting from the date of
commencement of the contract, (if awarded by CONCOR to the party) or the
positioning of owned equipment by the party at the terminal, whichever is earlier.

(Alternatively)

The equipments / vehicles mentioned above shall be hired out by us to M/s. -----
----- (tenderer) for the entire duration of the contract, (contract period of – years,
extended period of one year and obligatory period of ---months) starting from the
date of commencement of the contract, (if awarded by CONCOR to the party) .

b. We have no objection to the equipment / vehicles being utilized for handling /
transportation activities in CONCOR’s terminal at ----- as per instructions of
CONCOR.

I / We hereby agree and undertake that the equipments as offered above will not be
withdrawn for the duration as indicated in para (a) above.

Sd/-
Name of authorized signatory
Signature
Seal of the firm

ANNEXURE – V



DEPLOYMENT PLAN FOR EQUIPMENT AT PRC EMPTY YARD.

In response to your Tender Notice No.-----dated -----inviting offers for -----
----- contract at ----- (Terminal), I/We ----- (name of
the firm/company) propose to deploy the equipments / vehicles asked for in the tender
as under:

I . Owned Equipment/vehicles proposed to be deployed on date of commencement of contract:

S.N	Equipment/ Vehicle	Nos.	Name of the owner

II. Owned Equipment proposed to be deployed within 120 days of the Commencement of the contract:

S.N	Equipment/ Vehicle	Nos.	Name of the owner

The above equipments are proposed to be arranged by us within 120 days as
under: -----

III. Hired Equipment proposed to be deployed during the initial 120 days of commencement of contract till positioning of owned equipment:

S.N	Equipment/ Vehicle	Nos.	Name of the owner	Whether consent letter is attached

IV. Hired Equipment proposed to be deployed for the entire duration of the contract (including extended and obligatory period).

S.N	Equipment/ Vehicle	Nos.	Name of the owner	Whether consent letter is attached



- i) The equipments mentioned above meet all the specifications of capacity, make, type, year of manufacture, etc as specified in the tender.
- ii) We hereby agree to submit our equipment/ vehicles for inspection by CONCOR officials prior to commencement of the contract/ within the stipulated period to verify that the equipment/vehicles meet the specified criteria and that the documents are valid and in order. It is also agreed and understood that in case of delay in positioning of equipment meeting the requisite criteria within the stipulated period , penalties would be leviable on us by CONCOR as stipulated in para 4.2 of Chapter III of the tender document.
- iii) We hereby agree and undertake that the equipments as offered above will not be withdrawn for the duration of the contract as agreed to above.

Sd/-

Name of authorized signatory

Signature

Seal of the firm



ANNEXURE VI

CHECK LIST FOR BIDDERS

A. “Pre-bid Qualification” ‘Envelope ‘A’ Superscribed as “Pre-qualification Bid for [Name of tender]”.

1. Contains the following documents:

- a) Crossed Demand Draft of [Rs.....] in favour of ‘Container Corporation of India Limited’, payable at, towards Earnest Money Deposit.
- b) Experience Certificate for [handling and/or transportation ofTEUs], in original or notarized copy as stipulated in Chapter II, Para 1.1 in the format specified in Chapter II, Para 1.2.
- c) Documents indicating ongoing contracts in hand, if any.
- d) Notarised Documents regarding financial standing of the firm/company signed by Chartered Accountant (Audited copies of the Balance Sheets and Profit & Loss Accounts for years) as per requirement of Chapter II, Para 1.3.
- e) Notarised Documents regarding constitution of the firm/company.
- f) Power of Attorney, if required.
- g) Notarised Photocopy of the latest Income Tax Return in the name of the bidder or the company or the lead partner in case of a JV.
- h) Deployment Plan for Equipment owned/hired as per requirement of Chapter III, Para 3 as per format specified in Annexure V along with consent letter, where required, as per format specified in Annexure IV.
- i) Crossed Demand Draft of [Rs.....] in favour of ‘Container Corporation of India Limited’, payable at New Delhi, towards Cost of tender document. All the documents above should be signed and stamped.

2. Bid validity of 120 days

3. Tender document signed on all pages by Proprietor/ Authorised Representative

B. “Financial Bid” ‘Envelope B’ superscribed as “Financial Bid for [Name of tender]”

It should contain:

“Schedule of Rates” (Annexure I) duly filled and signed.

C. Both envelopes ‘A’ and ‘B’ put in one envelope and superscribed as “Tender bids for [Name of Tender]”.