

Tender Ref. No.	Cost of Tender Document by Pay Order/DD	Annual Estimated Cost	EMD (Rs.)	Sale Period	Date and Time for Submission	Date and Time for Opening
Tender for providing printing items to MRO and its depots at Mulund (East & west), Dronagiri, JNPT, Turbhe and Chinchwad.						
CON/WR/ADMN/Printing/03/10	Rs.520/-	Rs. 6.70 Lakhs approx.	Rs.13,400/-	03/03/10 to 23/03/10	24/03/10 up to 15:00 Hrs.	24/03/10 at 15:30 Hrs.
Tender for 4 vehicles on monthly hiring basis for Regional office, CONCOR & its unit at Dronagiri.						
CON/WR/VEH/MRO-DRT/04/10	Rs. 520/-	Rs. 11.68 Lakhs approx.	Rs. 23,000/-	03/03/10 to 23/03/10	24/03/10 up to 15:00 Hrs.	24/03/10 at 15:30 Hrs.
Tender for providing Estate Maintenance at DCT Turbhe						
CON/WR/TURBHE/Estatement/05/10	Rs. 520/-	Rs.3.08 Lakhs approx.	Rs. 6,200/-	03/03/10 to 24/03/10	25/03/10 up to 15:00 Hrs.	25/03/10 at 15:30 Hrs.
Tender for Providing STD/Local/Photocopy and FAX service at Dronagiri						
CON/WR/DRT/comm. centre/06/10	Rs. 520/-	Rs.84,000/-.	Rs. 2,000/-	03/03/10 to 24/03/10	25/03/10 up to 15:00 Hrs.	25/03/10 at 15:30 Hrs.
Tender for Tata Indica (Non A/C) vehicle on monthly hiring basis for CONCOR ICD Pithampur.						
CON/WR/VEH/Pithampur/02/10	Rs.520/-	Rs. 2.21 Lakhs approx.	Rs. 4,400/-	03/03/10 to 25/03/10	26/03/10 up to 15:00 Hrs.	26/03/10 at 15:30 Hrs.
Tender form can also be downloaded from our website www.concorindia.com or for more details please contact: O/o The Chief General Manager, 5 th floor, New Administrative Bldg., C.Rly., Opp.Times of India Bldg., Mumbai CST 400 001. Tel # 22622053/22622054						

CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Think Container, Think CONCOR



TENDER FOR 4 VEHICLES

**ON MONTHLY HIRING BASIS
FOR REGIONAL OFFICE, CONCOR &
ITS
UNIT AT DRONAGIRI**

TENDER DOCUMENT PRICE : RS. 500/- + (VAT @4%)

Ref. No. : No. WR/ VEH/MRO-DRT/04/10

TENDER FOR 4 VEHICLES ON MONTHLY HIRING BASIS FOR REGIONAL OFFICE,CONCOR AND ITS UNIT AT DRONAGIRI.

1. SERIAL NUMBER OF THE TENDER FORM : _____
2. DATE OF ISSUE : _____
3. NAME & ADDRESS OF THE TENDERER : _____

4. DATE OF SALE OF TENDER DOCUMENTS : **FROM 03/03/2010 TO 23 /03/2010**

5. DATE & TIME FOR SUBMISSION OF TENDER : **24/03/2010 up to 1500 hrs.**

6. TENDER WILL BE OPENED ON/AT : **24/03/2010 at 1530 hrs.**

7. ADDRESS FOR SUBMISSION AND OPENING : **O/o CHIEF GENERAL MANAGER,
CONTAINER CORPORATION OF
INDIA LTD, 5TH FLOOR, NEW ADMINISTRATIVE
BUILDING, CENTRAL RAILWAY, D.N. ROAD,
MUMBAI - 400 001.**

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

Vehicle I

I. Declaration to be made by the tenderers for vehicle at Mumbai Regional Office.

(Strike off A or B whichever is not applicable)

A. I possess the specified vehicle at present. **(Yes / No)**

(In case of 'Yes' the detail as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Year of Manufacture :
6. Manufacturing by (Company) :
7. Make :
8. Chassis No. :
9. Engine No. :
10. Tax paid up to :
11. Name of Insurance Company with which the Car is Insured :
12. Date of Insurance :
13. Insurance valid up to :
14. Others :

B. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) within one month of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Chief General Manager, CONCOR, Mumbai within the stipulated time period in this tender document.

(Yes / No)

Vehicle II

II. Declaration to be made by the tenderers for vehicle at Mumbai Regional Office.

(Strike off A or B whichever is not applicable)

A. I possess the specified vehicle at present. **(Yes / No)**

(In case of 'Yes' the detail as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Year of Manufacture :
6. Manufacturing by (Company) :
7. Make :
8. Chassis No. :
9. Engine No. :
10. Tax paid up to :
11. Name of Insurance Company with which the Car is Insured :
12. Date of Insurance :
13. Insurance valid up to :
14. Others :

B. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) within one month of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Chief General Manager, CONCOR, Mumbai within the stipulated time period in this tender document.

(Yes / No)

(Signature of tenderer)

Vehicle III

III. Declaration to be made by the tenderers for vehicle at MUMBAI Regional Office.

(Strike off A or B whichever is not applicable)

A. I possess the specified vehicle at present. **(Yes / No)**

(In case of 'Yes' the detail as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Year of Manufacture :
6. Manufacturing by (Company) :
7. Make :
8. Chassis No. :
9. Engine No. :
10. Tax paid up to :
11. Name of Insurance Company with which the Car is Insured :
12. Date of Insurance :
13. Insurance valid up to :
14. Others :

B. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) within one month of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Chief General Manager, CONCOR, Mumbai within the stipulated time period in this tender document.

(Yes / No)

Vehicle IV

IV. Declaration to be made by the tenderers for vehicle at CFS-DRT.

(Strike off A or B whichever is not applicable)

A. I possess the specified vehicle at present. **(Yes / No)**

(In case of 'Yes' the detail as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Year of Manufacture :
6. Manufacturing by (Company) :
7. Make :
8. Chassis No. :
9. Engine No. :
10. Tax paid up to :
11. Name of Insurance Company with which the Car is Insured :
12. Date of Insurance :
13. Insurance valid up to :
14. Others :

B. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) within one month of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Chief General Manager, CONCOR, Mumbai within the stipulated time period in this tender document.

(Yes / No)

**CONCOR
MUMBAI REGIONAL OFFICE**

TENDER LETTER

Ref. No. : No. WR/ VEH/MRO-DRT/04/10

Dt. / /2010

Dear Sir,

We are pleased to invite your offer for the purpose of hiring of 4 Cars for use of CONCOR (Container Corporation of India Ltd.), Mumbai, for a period of 2 years. The details of the vehicles and their deployment shall be as below:-

Vehicle	UNIT	Vehicle Required	Year of Manufacture not older than	Monthly Limit (in kms)	Expected date of deployment
1	Mumbai Regional Office	Tata Manza/ Indigo/ Mahindra Logan	2009	2000 kms and 12 hrs per day	20/04/2010
2	Mumbai Regional Office	Tata Manza/ Indigo/ Mahindra Logan	2009	2000 kms and 12 hrs per day	20/04/2010
3	Mumbai Regional Office	Tata Indica	2009	1500 kms and 12 hrs per day	20/04/2010
4	Dronagiri Rail Terminal	Tata Indica	2009	3000 kms and 12 hrs per day	20/04/2010

This tender document consists of a total of eighteen pages. While buying this document you should ensure that all the pages are intact.

You shall return your offer duly filled. You shall also return this tender document duly signed and stamped on each page along with your offer. The offer shall reach us on or before **24.03.2010** up to **15:00 hrs** in a sealed envelope superscribed as "**TENDER FOR 4 VEHICLES ON MONTHLY HIRING BASIS FOR REGIONAL OFFICE, CONCOR AND ITS UNIT AT DRONAGIRI**". The tender will be opened on **24.03.2010 at 15:30 hrs**.

The earnest money deposit (EMD) is worth **Rs. 23,000/- (Rupees Twenty three thousand only)** and is required to be deposited along with the submission of tender in the form of a demand draft as described subsequently in the tender document.

(Signature of tenderer)

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All the provisions, instructions, and terms & conditions mentioned in this tender document shall be binding on the successful tenderer. In case of refusal on his part to sign the agreement with CONCOR under the terms & Conditions of this contract the EMD shall be liable to be forfeited.

CONCOR reserves the right to accept or reject any/all offers, without assigning any reasons thereof, and/or to amend the terms and conditions at any stage of contract.

You are advised to see that the tender documents are submitted after full consideration and understanding of the work envisaged under this contract.

Thanking you,

Yours faithfully,

For and Behalf of CONTAINER CORPORATION OF INDIA LTD.

Chief General Manager

INSTRUCTIONS TO THE TENDERERS
&
TERMS & CONDITIONS GOVERNING THIS CONTRACT

1. **PREAMBLE**

CONCOR (Container Corporation of India Ltd.) is a Public Sector Undertaking under the Ministry of Railways with its main objective of being a catalyst for promoting containerization and to give boost to India's International and internal trade and commerce by organized multimodal logistics support.

2. **SCOPE OF WORK**

It is proposed to hire a complement of 4 vehicles for use of CONCOR (Container Corporation of India Ltd.), Mumbai, for a period of 2 years. The details of the vehicles and their deployment shall be as below:-

Vehicle	UNIT	Vehicle Required	Year of Manufacture not older than	Monthly Limit (in kms)	Expected date of deployment
1	Mumbai Regional Office	Tata Manza/ Indigo/ Mahindra Logan	2009	2000 kms and 12 hrs per day	20/04/2010
2	Mumbai Regional Office	Tata Manza/ Indigo/ Mahindra Logan	2009	2000 kms and 12 hrs per day	20/04/2010
3	Mumbai Regional Office	Tata Indica	2009	1500 kms and 12 hrs per day	20/04/2010
4	Dronagiri Rail Terminal	Tata Indica	2009	3000 kms and 12 hrs per day	20/04/2010

Each vehicle will normally be attached with an individual senior officer and used for journey and Local movements at **Mumbai, Navi Mumbai and adjacent areas. However, it can also be used to go to other places like Pune, Nasik, etc.** The vehicles will be for exclusive use of CONCOR and will not be deployed for any other use during its idle time. The monthly remuneration payable for the vehicle will be for a kilometerage as specified above in any calendar month. Beyond the specified kilometers, the Contractor will be paid on a per kilometer rate which will not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Likewise, beyond the specified hrs of use per day, the contractor will be paid a hourly rate for each hr of extra use. CONCOR shall not be responsible for any loss or damage for the vehicle and person engaged by the agency.

3. **TENURE OF THE CONTRACT**

3.1 At the initial stage, the contract shall be awarded for a period of **two years** from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract up to one more year.

3.2 **It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period of 2 + 1 year for at least four months or till the new contract is finalized, whichever is earlier.**

3.3 CONCOR reserves the right to terminate the contract at any stage, **either in full or in part**, without assigning any reason and without any prior notice. In the event the contract is terminated by CONCOR before the completion of the initial period of 2 years for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit of the Contractor shall be liable to be forfeited. However, in case for part termination, only proportionate security deposit will be forfeited.

4. **ELIGIBILITY:**

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

4.1 Certificate of Service Tax Registration.

4.2 Satisfactory proof of owning the required vehicles of specified make / model OR undertaking to purchase the vehicles in his own name within one month of award of contract.

4.3 EMD of Rs. 23,000/- as mentioned below in para 5.

4.4 Attested copy of registration certificate.(any of the following)

i) Under shops & establishment act in case of proprietary concern.

ii) Under partnership act; attested copy of partnership deed duly signed by all partners in case of partnership firm.

iii) Under companies act, attested copy of AOA/MOA in case of company.

4.5 Proof of at least 2 years experience of running a travel business in Govt/PSU/any reputed organization.

4.6 Minimum fleet of 10 vehicles in its (tenderer's) name in running business and should submit satisfactory proof of the same (copy of RC).

5. **EARNEST MONEY (EMD)**

Each tenderer shall be required to deposit a sum of **Rs. 23,000/- (Rupees Twenty three thousand only)** as earnest money in the form of a crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue. Applications received without EMD shall not be considered for the purpose of this tender. This amount of EMD will be refunded to the non-successful tenderers within four months of finalization of the contract. No interest shall be allowed on the earnest money deposited.

6. SECURITY DEPOSIT

- 6.1 The Contractor shall be required to furnish a security deposit of **Rs. 96,000/- (Rupees Ninety six thousand only)** towards successful performance under this contract **within ten days** from the date of communication of award of contract in his favour by CONCOR. Towards this, the Contractor shall be expected to actually deposit only **Rs. 73,000/- (Rupees Seventy three thousand Only)** for the contract with CONCOR, in the form of a Bank Demand Draft drawn in favour of "Container Corporation of India Ltd.," payable at Mumbai within the time specified as the part security money. The remaining **Rs.23,000/-** for the contract will be adjusted by CONCOR by converting the EMD of Contractor which will be deemed to be converted in security deposit on the payment date of the remaining amount. No interest shall be payable by CONCOR on the security deposit.
- 6.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit of the Contractor 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 & in performance of the Terms and Conditions of the contract or any amount that may become due to CONCOR under or by reason of the Terms and Conditions of the said contract from the amount of his security deposit.
- 6.3 The security deposit referred to above shall be liable to be forfeited by CONCOR in the event of any breach on the part of the Contractor of any of the Terms & Conditions of the contract without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

7. REFUND OF SECURITY DEPOSIT

The security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within three calendar months after the expiry of contract and on issuance of "No Dues" certificate by the user. However, if there is a delay, the Contractor shall not be entitled to any interest.

8. COMPLETION/SUBMISSION OF TENDER DOCUMENT

- 8.1 Each page of the tender document should be signed and dated by the tenderers or such person(s) on his behalf as is legally authorized to sign for and on his behalf.
- 8.2 Incomplete or conditional tenders or tenders containing omissions or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.
- 8.3 The tender form complete in all respects should be placed in a sealed envelope superscribing **“TENDER FOR 4 VEHICLES ON MONTHLY HIRING BASIS FOR REGIONAL OFFICE, CONCOR AND ITS UNIT AT DRONAGIRI”**. The tenders duly completed must reach the designated office of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5TH FLOOR, NEW ADMINISTRATIVE BUILDING, CENTRAL RAILWAY, D.N. ROAD, MUMBAI - 400 001.** before **15:00 hrs** on or before **24.03.2010**. The responsibility to ensure reaching of the completed tender forms at the above address shall be that of the tenderer. The tenders will be opened on the same day at **15:30 hours**. Any offer received after **15:00 hrs.** but before the opening of tender at **15:30 hrs.** will be considered to be a delayed/late tender. CONCOR reserves the right to consider or reject such tenders.

9. **VALIDITY OF OFFER**

- 9.1 It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **60 days** of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount in para 4 shall be liable to be forfeited to CONCOR.

10. **SCHEDULE OF RATES**

- 10.1 The lump sum rate for each vehicle should be filled in carefully by the tenderer after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.
- 10.2 Any overwriting in the lump sum or per km rate should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory. In case there is any difference between the amount shown in "figure" & "words" then the amount shown in words shall be considered as the correct figure.
- 10.3 A fixed amount will be payable to the Contractor for each calendar month for the specified distance for each vehicle with 12 hours per day, for the period the vehicle is in use with CONCOR. The tenderers should quote a lump-sum rate for each vehicle for the said distance per month and use of 12 hours per day.
If the vehicle is used by CONCOR beyond the specified limit in the same calendar month then additional amount will be payable to the Contractor beyond the above mentioned lump-sum rate. For this the tenderers should quote a per km rate, which should not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Like wise the tenderer should quote a per hour rate for the duty beyond 12 hours per day.

The total monthly kilometers will be reckoned by adding the daily kilometers of use, which will be the difference between the reporting mileage and the closing mileage on each day and no kilometers shall be permitted for trips to garage. It is advised that since the vehicles will be attached with specific officers, it will in the interest of the agency to arrange parking near the daily nominated place of reporting. Likewise, the daily hours of use will be reckoned from the reporting time to closing time for each day.

- 10.4 The evaluation for the technical and financial bid will be for the entire lot of four vehicles. The financial evaluation of the tenders will be on the basis of the lowest combined quote for the lump-sum rate for each vehicle quoted by eligible tenderers. In case the lowest combined amount thus quoted is identical in case of more than one tenderer then the contract will be awarded to the tenderer who has quoted the lowest average per km rate for the 4 vehicles beyond the specified monthly kms. If this is also identical, then the contract will be awarded to tenderer who has quoted the lowest average per hour rate for the 4 vehicles beyond 12 hours duty.

- 10.5 CONCOR will also pay the receipted charges which are in the nature of toll receipts, parking receipts, & entry tax wherever & whenever applicable. CONCOR will also pay "Service tax" as applicable.
- 10.6 The Contractor shall be required to pay all the other charges for the car including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc.
- 10.7 No charges whatsoever, other than the ones listed above in sub-para 10.5 shall be payable by CONCOR to the Contractor towards the car-hire services rendered by the Contractor for CONCOR.

11. TERMS & CONDITIONS

- 11.1 The vehicles to be provided by the Contractor shall be as per the specifications given in the tender letter, having the year of manufacture & registration not older than year 2009. If a bidder does not possess a vehicle fulfilling the above criterion, at the time of making his bid, he can mention this fact in his bid. However, he shall be required to position the car meeting the specifications as desired in this tender document within 30 days from the date of award of the contract & provide all the necessary information/documents as a proof as provided in sub-para 11.2 & pages 3 to 6 of this tender document.
Acceptance of tendered rates will be communicated by Telephone/Fax/Courier/Registered AD. Informing the successful bidder through these means should be deemed to conclude the contract.
In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited. Moreover, CONCOR shall be at complete liberty to place this contract elsewhere without being under any obligation to the successful bidder for any losses caused to him. No compensation shall be paid either to the successful bidder in any such case.
- 11.2 If any tenderer already possess the vehicles meeting desired specifications as mentioned in this tender document & earmarks/nominates such vehicles for the purpose of this tender at the time of submission of this tender then he shall be required to provide all the necessary information/documents as a proof for the same, for the said vehicles, as mentioned in this tender document, at the time of his bid, in the space provided at pages no. 3 to 6 of this tender document for each vehicle separately.
- 11.3 The vehicles shall be in the name of the person or the entity bidding for this contract & the bidder shall submit proof for the same. In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the Contractor shall be liable to be forfeited.
- 11.4 The vehicles shall remain in sound running condition, be dust proof, be provided with music system, air freshener & sun-films permitted under law during the entire contract period. Its emissions shall comply with pollution control norms. CONCOR reserves the right to decide upon the sound running condition of the vehicles. The interiors of the vehicles shall remain clean & shall be maintained at an ambient temperature. The seats covers shall be provided with neat & clean covers which shall be changed frequently at least once a month. All the expenses incurred in the maintenance of the vehicles or otherwise shall be borne solely by the Contractor. Any dent/damage to vehicles affecting its aesthetics will be got repaired by the contractor within 3 days of occurrence.
- 11.5 The drivers & the vehicles to be provided for the purpose of this contract shall be provided on a dedicated basis & shall not be changed every now & then. The contractor may note that CONCOR

is not obliged to provide any holiday or weekly off to the driver or any off for maintenance of the vehicle and he should make necessary alternative arrangement in case of maintenance requirement of vehicle and for providing rest/leave to the driver.

- 11.6 The vehicles & the drivers shall report in time at the designated place & at the designated time on a regular basis duly fueled and in sound running condition. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of fine as per the provision of sub-para 11.19 & para 13.
- 11.7 The drivers shall possess a valid driving License as per law and must have adequate road learning for Mumbai/Navi Mumbai & adjacent area. The driver should be well behaved and punctual. The Contractor shall be required to change/replace the driver/s in case not found suitable. The drivers should extend all normal courtesy such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance.
- 11.8 In case of misconduct by driver/s or for any other reason, CONCOR may require change of driver/s which will be communicated in writing. In such case, the agency shall replace the driver/s within 48 hrs, failing which CONCOR will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.
- 11.9 The drivers should have a cell phone to communicate on duty. The agency should provide cell phone at his cost to driver for communication on duty.
- 11.10 The drivers shall not refuse to go to any place including various destinations as listed in the Scope of Work above in para 2. He may be required to stay outside Mumbai at nights whenever the trip is made to places outside Mumbai. In such a situation he shall be required to make his own arrangements for food & stay. CONCOR shall not provide any additional remuneration monetary or otherwise in any such situation.
- 11.11 In case of complaint by the driver(s) regarding non-payment of wages, CONCOR reserves the right to pay advance up to Rs. 3000 per month to the driver/s after due notice to the agency, which shall be adjusted against the subsequent bills. This will also attract penalty provisions under Para 13 of this contract.
- 11.12 The Contractor shall insure the vehicles at his own cost. He shall indemnify CONCOR against any loss or claims which could come to CONCOR in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver/s of the vehicles also insured.
- 11.13 The contractor will evolve his own system of ensuring daily and timely availability of drivers and vehicles and will inform CONCOR of any delay, if any at least 2 hours in advance of the designated reporting time. In case the driver or the vehicle is not available for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. In case it is not done by Contractor then CONCOR shall be free to make its own arrangement at the **sole risk & cost** of the Contractor. Any expenses thus incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any penalty that may be imposed as per Para 13.
- 11.14 If no alternate arrangement are made either by the contractor or by CONCOR (at the risk & cost of the contractor), then, in addition to any penalty that may be imposed, the monthly lump sum rate will be reduced proportionate to the number of days (either in part or full) vehicle not made available.

- 11.15 CONCOR reserves the right to negotiate with the lowest bidder. Such negotiation with the lowest bidder shall not confer any right on the lowest bidder to quote a higher rate than his original quote, withdraw from his offer, or demand any change in the terms & conditions of this contract.

In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited.

- 11.16 There shall be no increase in the contract rate of the car during the entire period of the contract for the initial period of 2 years. Moreover, no remuneration other than the approved rates shall be payable to the Contractor. The reimbursement by CONCOR for toll receipts & parking receipts will be in addition & will be based on actuals.

If there is an increase in prices of diesel during this period, the Contractor shall not be compensated for that. No hike will be given for initial period of contract. However, after the initial period of 2 years, if contract period is extended on mutual consent on the discretion of Competent Authority, hike will be given on mutual agreed terms & conditions.

- 11.17 The Contractor shall be required to comply with rules and regulations and laws etc., of the Central Govt., State Govt., Local Govt. or of any competent authority, applicable to the vehicles or the drivers employed for the above work.

- 11.18 The Contractor shall fully indemnify CONCOR against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.

- 11.19 The vehicles & the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of failure on the part of the Contractor to ensure the same, CONCOR management may impose a penalty as per clause 13 in each case of unsatisfactory performance of each vehicle in addition to other remedies available to it under the various provisions of this contract.

- 11.20 CONCOR reserves the right to re-tender or modify the Terms & Conditions of the tender.

12. **AMENDMENT TO TERMS & CONDITIONS**

CONCOR reserves the right to make additions/alterations to and/or amend/alter the Terms & Conditions of contract at any stage of the contract.

13. **PENALTIES & RECOVERIES**

Fine up to **Rs. 1000/-** can be imposed by the Chief General Manager/Group General Manager, Mumbai regional office or any other authority nominated, in each case of breach of **Terms & Conditions** of contract &/or unsatisfactory service for each vehicle on behalf of the Contractor. CONCOR may also terminate the contract in part or in full in case of prolonged/frequent unsatisfactory service, breach of Terms & Conditions & non-compliance of the instructions given by CONCOR officials on behalf of the Contractor. In case of termination of the contract security deposit shall be liable to be forfeited in full.

14. **TAX DEDUCTION AT SOURCE**

Deduction towards Income Tax at Source as applicable under the Income Tax Act, 1961 will be made from all payments made to the Contractor.

15. **PAYMENTS**

Payments due to the Contractor will be made on a monthly basis on receipt of bills from the Contractor. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the Contractor if the payment is not made within the stipulated period.

16. **ARBITRATION:**

In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the Chief General Manager, Western Region, who will act as arbitrator & whose decision shall be final. The fees and expenses of the arbitrator shall be shared equally between CONCOR and Other Party to the dispute i.e. vendor/supplier/ contractor.

For and Behalf of CONTAINER CORPORATION OF INDIA LTD.

Chief General Manager

ALL THE TERMS AND CONDITIONS LISTED FROM PARA 2 TO 15 ALONGWITH THEIR SUB-PARAS IN THIS TENDER DOCUMENT AS WELL AS THOSE MENTIONED IN THE TENDER LETTER HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

Signature of tenderer

ANNEXURE I

**AGREEMENT FOR ACTING AS "CONTRACTOR"
FOR PROVIDING 4 VEHICLES ON MONTHLY HIRING BASIS FOR REGIONAL OFFICE, CONCOR
AND ITS UNIT AT DRONAGIRI.**

Contract Agreement No. _____ Dated _____

An agreement made this _____ date _____ Two Thousand Two Hundred and Ten between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, Container Corporation of India Ltd., Mumbai (hereinafter called CONCOR) on the one part and _____ and carrying on business at _____ under the name of _____ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of providing 4 vehicles on hire basis for CONCOR's Mumbai Regional Office and its UNIT at Dronagiri at the rates and under the conditions specified in the tender document.

In consideration of the payment to be made by CONCOR, the **Contractor** shall duly perform the said duties in the said tender document 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 perform the services in accordance with the Terms and Conditions of the contract with effect from _____ day of _____ 2010 up to _____ day of _____ 2012 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the 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 caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

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

CONTRACTOR

**CHIEF GENERAL MANAGER
FOR AND ON BEHALF OF CONCOR**

WITNESSES

WITNESSES

- 1. _____

- 2. _____

- 1. _____

- 2. _____

Financial Bid

Date:-

To,
The Chief General Manager,
Container Corporation of India Ltd,
5 th floor, New Admin Building,
Central Railway, D.N.Road,
Mumbai-400001.

Sub: - OFFER FOR ENGAGEMENT OF 4 VEHICLES ON MONTHLY HIRING BASIS FOR REGIONAL OFFICE,CONCOR AND ITS UNIT AT DRONAGIRI.

With reference to your tender enquiry, we submit our offer as under:

Sr. No	Type of vehicle and unit	Details	Lump sum monthly Rates(In Rs.)	Rate for Extra Kms (Per km)	Rate for Extra hrs (Per hr)
1	Tata Manza/ Indigo/ Mahindra Logan (Mumbai Regional office)	12 hrs per day and 2000 kms per month			
2	Tata Manza/ Indigo/ Mahindra Logan (Mumbai Regional office)	12 hrs per day and 2000 kms per month			
3	Tata Indica (Mumbai Regional office)	12 hrs per day and 1500 kms per month			
4	Tata Indica (Dronagiri Rail Terminal)	12 hrs per day and 3000 kms per month			
	TOTAL				

Note:- The lump sum rate quoted by the agency will be inclusive of all the charges for the vehicle including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc.

CONCOR will pay the receipted charges which are in the nature of toll receipts, parking receipts, & entry tax wherever & whenever applicable. CONCOR will also pay "Service tax" as applicable.

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

Yours faithfully,

(Name & Signature of Tenderer)

(Signature of tenderer)