

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 LTD.

(A GOVT. OF INDIA UNDERTAKING)
WESTERN REGION

5th FLOOR, NEW ADMINISTRATIVE BUILDING,
CENTRAL RAILWAY, D.N.ROAD,
CST, MUMBAI.

TENDER FORM PRICE: Rs.500/- + VAT @ 4%

TENDER FOR PROVIDING ESTATE MAINTENANCE AT DCT TURBHE.

1. SERIAL NUMBER ASSIGNED TO THE TENDER FORM -----
2. DATE OF SALE/ISSUE -----
3. NAME & ADDRESS OF THE APPLICANT -----

(TENDER FORM IS NON TRANSFERABLE)

TO BE SUBMITTED BY 15:00 HRS ON 25/03/2010 AT CONTAINER CORPORATION OF INDIA LTD. MUMBAI.

TENDER WILL BE OPENED ON 25/03/2010, 15:30 HRS AT CONTAINER CORPORATION OF INDIA LTD. 5TH FLOOR, NEW ADMINISTRATIVE BUILDING, CENTRAL RAILWAY, D.N.ROAD, MUMBAI-400001.

Official Seal

**Full Signature of Official issuing
the Tender form**

Tenderers may download the tender document from our web site www.concorindia.com and same may be submitted along with the cost of tender document by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.

Signature of tenderer

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Tender Notice no. CON/WR/Turbhe/Estatement/05/10

To,

Sir,

We are pleased to invite your offer for the above mentioned contract proposed to be awarded to the most competitive and suitable bidder. The nature of Agreement and terms and conditions of the offer is enclosed herewith for your perusal and information.

Your Agency may make an on the spot survey of our DCT complex and assess the requirements before furnishing an all-inclusive monthly rate for the period of contract.

CONCOR will insist on full compliance of statutory obligations and demand proof towards deposit of ESI and PF contribution to the appropriate authorities.

You may submit your offer in Annexure "III" attached. You are also to return this tender document duly signed and stamped along with your offer. The offer shall reach us on or before 15:00 hrs of **25/03/10** in a sealed envelope, super scribed as "Tender for Estate maintenance and Material handling contract at DCT, TURBHE". Any offer received after **1500 hrs**, but before the opening of tender box at **1530 hrs**, will be considered to be delayed/late tender. CONCOR reserves the rights to consider or reject such tenders.

CONCOR reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

Thanking you,

Yours faithfully,
For & behalf of Container Corporation of India Ltd.

(Chief General Manager)

**INSTRUCTIONS TO THE TENDERER FOR PROVIDING ESTATE MAINTENANCE
AT DCT TURBHE**

1. Each tender form must be accompanied by a Demand Draft/pay order for **Rs. 6,200/- (Rs. Six thousand two hundred only) in favour of Container Corporation of India Ltd., payable at Mumbai, as Earnest Money Deposit.**
2. The tenderer should furnish proof of experience of at least two years in executing similar works with one work value of at least Rs. 1,08,000/- in a year.
3. Details of ongoing Contract, indicating at least one running contract as on the last date of submission of bid.
4. The successful tenderer will have to execute an agreement on stamp paper of Rs. 100/- , before commencement of the work.
5. The tender is to be submitted at the office of the Chief General Manager, Western Region, Container Corporation of India Ltd., 5th floor, New Administrative bldg., Central Railway, D.N. Road, Mumbai by 15:00 hrs, on
6. Financial Bid in the prescribed form attached with the tender form as Annexure III
7. Tenderer may download the tender document from our web site www.concorindia.com and same may be submitted along with the cost of tender document by way of demand draft / pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and conditions of the tender document.
8. The tender should be submitted in envelopes marked "A" and "B" furnishing the following details :

(a) ENVELOPE "A" (SEALED) - Pre-qualification bid

- (i) Name, Postal address, Telephone no.
- (ii) Experience certificates of at least two years in executing similar works with one work value of at least Rs. 1,08,000/- in a year, in original/copy duly attested by Gazetted officer given by Organisation/Undertakings where the party has provided similar nature of work during last two years. The certificates should be from Administration/Personnel Deptt. /Civil Engg. Deptt. of the organizations where the agency has provided such services, mentioning the duration and value of the contract.
- (iii) The agency should submit annual financial statement for the last 2 years i.e. for the year 2007-08 and 2008-09 showing a minimum turnover of 77,000/- in any one out of two financial years and having positive net worth in the last financial year.
- (iv) Proof of Registration of the firm under relevant law, such as Companies Act, and/or Shops & Establishment Act, etc. For partnership firms, full name and address of each partner (including percentage of shares of each partner) along with certified copy of registered partnership deed. In case of registered co-operative society, name and address of each office holder, President, Secretary & Directors along with a latest and authenticated copy of Articles of Association duly validated by the registering authority should be submitted.

- (v) Demand draft/pay order for Rs. 6,200/- towards EMD in favour of "Container Corporation of India LTD" payable at Mumbai.
- (vi) Tender documents duly signed and stamped on each page.
- (vii) Proof of PF Registration.
- (viii) Proof of ESIC Registration.
- (ix) Details of ongoing Contract, indicating at least one running contract as on the last date of submission of bid.
- (x) Copy of latest income tax return.

The above constitute eligibility criteria and non-submission of any of the above documents/proof will make the offer liable for summary rejection.

(b) ENVELOPE "B" (SEALED) - Financial Bid

Financial Bid in the prescribed form as per "Annexure-III" of the tender document. The rates must be filled in words and figures in "Annexure-III", duly signed & stamped on the page by the tenderer.

- 1 CONCOR reserves the right to examine credentials of all tenderers and to arrive at conclusions to its satisfaction regarding the suitability of the parties based on such examination/enquiry as deemed necessary. Issuance of Tender form should not be construed as acceptance of eligibility for the contract.
- 2 ENVELOPE "A" of all the tendering agencies shall be opened on **25/03/10** at 15:30 hrs in presence of the authorized representatives of the agencies who wish to be present. After enquiry/examination by CONCOR as mentioned at Para 'a' above, ENVELOPE "B" of only those agencies who are considered prima-facie suitable shall be opened, for which the date & time will be intimated separately to the qualified parties.
- 3 Any correspondence concerning this tender should be addressed to the Chief General Manager quoting the reference given above.

TERMS AND CONDITIONS

A) TENURE OF THE CONTRACT

1. The Contract will be initially for a period of two years. CONCOR, however reserves the right to extend the duration of contract by another one year on mutually agreed rates for the extended period. 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.
2. The contract shall be governed by the general conditions of this organization, beside the scope and specifications of the work.
3. CONCOR reserves the right to terminate the contract at any stage without assigning any reason, and without any notice.

B) SCOPE AND SPECIFICATION OF WORK

1. The agency will be required to provide estate maintenance and cleaning services for the DCT complex which includes the parking area, Administrative building, entire paved area, drainage system alongside railway line & boundary wall and all other installations in the DCT complex and approach road connecting to the main road.
2. Cleaning of dirty containers.
3. The agency shall deploy sufficient number of labor to carry out the total cleaning and maintaining activity of the yard. The deployment of labor should be adequate in number as per the defined level of work. As a reference of total area to be maintained and cleaned, the yard statistics (approximate) are as below:

➤ **Total area of DCT Turbhe Depot –Sq. Mtr. Approx**

- **Paved Area: 34483 Sq. Mtrs**
 - **Administrative Building: 220 Sq. Mtrs.** Consisting of Offices of CONCOR, H&T office with 1 toilet blocks.
 - **Railway Track Area: 2993 Sq. Mtrs.** having one rail lines.
 - **Overhead Water Tanks:** Admin Building – 2 tanks of 3000 liters each
4. The agency shall be responsible for the clearance from the DCT of all waste material including garbage, wooden shavings, cargo left over, waste packing material etc. and then subsequent disposal.
 5. Contractor shall ensure timely clearance of garbage/waste material from the yard and ensured that the accumulated garbage / waste materials do not lie in the yard / depot for more than two days. In case the removal is delayed, CONCOR shall be free to make alternate arrangements at the risk and cost of the agency as per details in clause H, Para 1 of terms and conditions.
 6. Any addition of facilities such as toilet blocks, cabin etc within the same DCT area or any change in the nature of activities resulting in increased generation of garbage, waste shall not constitute a reason for increase in rates.

7. The garbage / waste material will be disposed off by the agency in any manner as deemed fit, subject to its observing Navi Mumbai Municipal Corporation / State Government / Local Bodies and Health Dept. Authorities, Rules/Acts/Statutes regarding "Garbage Disposal" of Health dept. authorities.
8. The Agency shall be liable for all expenses/earnings incurred in the process of disposal of garbage/waste.

a) General upkeep and maintenance

Without prejudice to general bearings of above description of work, some specific schedule of work is as under:

1. Cleaning of overhead water tanks at the DCT including all the tanks provided on the buildings at the DCT, once in three months.
2. Dusting of all the furniture on daily basis and dusting walls, ceilings etc. on weekly basis. Daily Cleaning, washing and replacing the dustbins after removing the material from the dustbins and disinfecting it.
3. CONCOR Offices in the Administrative building should be cleaned and mopped on daily basis. Vacuum cleaning should be carried out once a week. Scrubbing of floors, rooms and corridors of Administrative building should be done at least once in a month.
4. Dry surface cleaning of paved area to be done on daily basis. Wet cleaning once in a week. Paved area, parking area, to be broomed on daily basis. Approach road to DCT to be broomed on daily basis.
5. Railway track should be cleaned on daily basis. Grass, wild shrubs should be cut along railway side and boundary wall once in a week.
6. Toilets in the Administrative building and yard to be cleaned at least twice a day – once in the morning before office timing and once after lunch. Toilets to be inspected by the supervisor during the day to ensure proper cleanliness.
7. Suitable chemicals should be used by the agency to ensure clean urinals and wash basins.
8. Pavement area in open yard should be cleaned at least once everyday to ensure that no waste/garbage is lying.

9. Computer center and its peripherals may be cleaned in the following manner :

- i. Cleaning of glasses and windowpanes should be done once everyday.
- ii. Cleaning of computer equipments should be done only in presence of computer (MIS) official, with dry clothes and every 15 days with Colin.
- iii. Cleaning of peripherals (terminals/printers) outside the computer center should be done everyday with dry cloth and on every 15 days with Colin in presence of computer (MIS) official.
- iv. No brooming is permissible in the computer center.

- v. Insecticides should be sprayed in whole complex, at least once in a month.
- vi. Vacuum cleaning should be done as specified by the computer (MIS) official.

b) Miscellaneous

1. The agency will supply naphthalene balls, liquid soaps, Odonil cubes, plastic mugs in all toilets. The agency will supply urinal cubes twice in a week in all the toilets.
2. The agency should supply necessary equipments for carrying out this type of work such as pans, carts, trolleys, mobile dust bin, buckets, baskets, drums, spades, step ladders, scrubbers (describe varieties), vacuum cleaner etc.
3. The agency will be required to supply hand towels in CONCOR office toilets, and will be responsible for its washing. The Offices will have to be cleaned before office hours. The agency will spray insecticides twice in a week inside the CONCOR office.
4. The working hours for cleaning labor will be from 08:00 hrs. to 18:00 hrs, including Sundays and holidays.

c) PAYMENTS

For due performance of the specified work the agency will be paid an amount as to be decided on finalisation of contract per month on an all-inclusive basis.

CONCOR will be free to deduct any amount due as recovery, from the above payment, as per para "H" (Penalties & Recoveries)

CONCOR will also deduct Income Tax at Source (TDS), and any other statutory payments to be made on behalf of the agency.

Service tax rate shall be paid at the applicable rate.

Payment for each calendar month will be made on presentation of bills in duplicate, which shall be verified and passed. The agency shall submit the bill within 1st fortnight of every month after making payments to his workers in the 1st week of every month.

The payment against the bills should be released, only once the relevant PF & ESIC challans, PF & ESIC registration/code no. along with photocopies of attendance and payment registers are provided.

D) RATE

1. The agency will be paid lump sum amount per month for engaging the labour at Turbhe depot. The lump sum rate will not be changed during the currency of the contract. The lump sum rate shall be for all expenses incurred by the agency, including all the taxes, levies, minimum wages declared by Govt from time to time, HRA, CCA etc., contribution to be paid to various govt organizations and other organizations under various acts and no extra amount will be paid on this account. However service tax will be paid extra as applicable.

2. Agency should inspect the site and properly assess the requirement before quoting the rate. Once the contract is awarded, the contractor shall be responsible for clearance of all the garbage/waste material lying in the premises of DCT as on the date of award of contract.
3. Contractor must ensure that monthly bill should accompany a certificate from Terminal Manager that all garbage/waste material generated during the month has been cleared.

E) EQUIPMENT, MATERIAL AND STORAGE

1. The agency has to use its own equipment, tools and implements required for this work like carts, trolley, ladders, buckets, mugs, baskets, vacuum cleaner, scrubber etc.
2. The agency has to use its own cleaning materials like brooms, brushes, soaps, detergents, caustic soda, bleaching powder, disinfectants; preferably phenyl, Odonils, dusters, cloth pieces or any other material required for this work and directed by the officer in charge. Metal dustbins should be provided by contractor at the Administrative building and at places as directed by CONCOR.
3. Water and electric energy required for cleaning purposes shall be allowed free by CONCOR.

F) STAFF

1. The agency and staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summary termination and or legal action for breach of CONCOR security regulations by either the agency or its staff and CONCOR shall be the sole arbitrator to the course of action.
2. The agency will keep register in each department and take users signature for in charge of contract responsibilities with respect to satisfactory standards.
3. CONCOR shall be indemnified from all the liabilities, whatsoever created under the Workmen Compensation Act/ESI Act in respect of any injury suffered by the workers employed by the agency or resulting in death.
4. The workers should be provided with blue uniforms and badges excluding supervisors.
5. List of staff along with necessary documents of proof of age, verification of antecedents of contract labour by police authority etc. should be provided to P&A department of CONCOR. The list should be got approved from competent authority of CONCOR. Any changes in staff should be brought to the notice of competent authority of CONCOR.
6. Contractor should apply for entry permits of its staff. No staff will be permitted in to the DCT without valid entry permit.

G) REPORT

1. The agency/its representative should daily report to the officer in charge or any other officer so indicated for specific instructions, if any.
2. The agency/its representative should daily report to the officer in charge, if he needs any instructions/help or has any difficulty.

3. The agency shall ensure that its authorized representative is necessarily available during working hours, for receiving and implementing the instructions of the officer in charge. The agency at the time of signing this contract agreement shall intimate CONCOR in writing the name of its authorized representative and shall give an undertaking that its authorized representative is competent to receive and implement the instructions of the department and also make whatever necessary purchases at short notices.

H) PENALTIES & RECOVERIES

1. In the event of the agency failing to do the Estate Maintenance job, the officer in charge shall have the option to make alternative arrangements. The amount charged to the agency for making such alternative arrangement will be:
2. Rs.150/- per labour, per day or the prevailing minimum wages rate which ever is higher, in case of shortage of labour.
3. A fine up to Rs.2,000/- on each occasion can be imposed by the officer in charge in respect of each case of breach of terms of contract. The agency in addition to the fine, shall also be responsible to compensate CONCOR for any liability, which may fall on CONCOR under any statutory or otherwise obligation for the breach of any of the terms of the agreement.
4. Recovery of penalty as mentioned above shall be continued till the job is carried out satisfactorily and after 10 days of non-compliance of work performance, the contract is liable to be summarily terminated without any further notice.

I) STATUTORY COMPLIANCE

1. The contractor shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all liabilities under the various labour laws and others like PF, ESIC, Bonus, workmen's compensation, gratuity, minimum wages act, payment of wages act etc. shall be that of the contractor, and CONCOR shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
2. The contractor shall obtain separate code for deposit of PF dues, if applicable, with the concerned PF authority directly.
3. The contractor shall obtain necessary labour license from the Licensing authority under the Contract Labour (R&A) Act 1970, and contract rules framed there under and produce the same to CONCOR.
4. The contractor shall keep CONCOR indemnified against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws, or any prosecution or award made by court of law or other authority's especially Industrial Dispute Act-1947.
5. CONCOR shall be indemnified from all the liabilities, whatsoever created under the workmen compensation Act/ESI act in respect of any injury suffered by the workers employed by the contractor or resulting in death/fatal accident etc.
6. Contractor has to strictly follow The Minimum Wages Act.

J) LIABILITY FOR LABOUR LAWS:

1. All labour and/or personnel employed by contractor shall be engaged by him as his own employee/workmen in all respects implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the contractor. He shall specifically ensure compliance with the following labour laws/acts and their enactment/amendments.
 - a) The payment of wages Act 1936
 - b) The payment of Minimum wages Act.
 - c) The factories Act, 1948
 - d) The workmen's compensation Act, 1923
 - e) The Employee's state provident Fund Act, 1952
 - f) The contract Labour (Regulation & Abolition) Act, 1970.
 - g) The payment of Bonus Act, 1965
 - h) The payment of Gratuity Act, 1976
 - i) The Equal Remuneration Act, 1976
 - j) The employee' state Insurance Act, 1948
 - k) The Industrial Dispute Act, 1947
2. The Contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of any of the labor laws to the extent they are applicable to the establishment/work at MRO.
3. The contract labor (Regulations & Abolition) Act, 1970, Rules, 1971, and the Central Rules as modified from time to time are applicable to this contract. The contractor shall comply with these and obtain requisite license/s from Labor authorities under the act and also take steps for getting the agreement registered under the act, he shall also indemnify CONCOR from and against any claims under the aforesaid act and the rules.
4. The contractor shall pay to the labour employed by him wages as per provisions of the aforesaid act and the rules, wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid act or the rules, CONCOR is obliged to pay any amount of wages to a workmen employed by the contractor in execution of the work or to incur any expenditure in providing welfare, Health & safety amenities required to be provided under the aforesaid act and the rules or to incur any expenditure on account of contingent liability of CONCOR due to the contractor's failure to fulfill his statutory obligations under the aforesaid act or the rules CONCOR shall be at liberty to withhold from the bills of the contractor the amount of wages as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under section 20(2) and section 21(4) of the aforesaid act, CONCOR shall be at liberty to recover such amount or part thereof by deducting it from security Deposit and/or from any sum due by CONCOR to the contractor whether under the particular contractor whether under the particular correct of otherwise. CONCOR shall not be bound to contest any claim made again it under section under section 20 (1) and section 21 (4) of the aforesaid act except written request of the contractor and upon his giving to CONCOR security for all cost for which CONCOR might become liable to 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.

6. The contractor shall not employ any person below the age of 18 years. He shall indemnify CONCOR from and against all claims and penalties which may be suffered by CONCOR or any person employed by him by reason of any default on the part of contractor to observe and /or in the performance of the provision of Employment of Children Act XXVI of 1938 or any re-enactment or modification of the same.
7. The contractor shall not employ any person below 18 years of age for the purpose of execution of the work under his contract unless a medical certificate of fitness in the prescribed form granted to him by a surgeon certifying that he is fit to work as an adult is obtained and kept in his custody or a person nominated by him, in his behalf and the person carries with him while at work, a token giving a reference to such certificate.

K) COMPLIANCE OF THE PAYMENT OF WAGES ACT, 1936

1. The contractor shall be responsible for compliance with the provisions of the payment of wages Act 1936 or any statutory modifications thereof and any rules made there under in respect of the staff employed by him and shall keep CONCOR indemnified against all loss, damage, or claim arising directly or indirectly through any failure or omission to comply with the requirement of the said act and rules.
2. The contractor shall pay not less than the fair wage to the laborers/workers engaged by him on the work, the fair wage being the wage including the allowances notified at the time of inviting tender or as notified from time to time by the competent authority for the work and where not notified, the wages paid for similar work in the neighborhood. The labour wages and allowances shall not be less than those prescribed by any provincial law, etc. The contractor shall keep a proper record of such payment, and submit a certificate every month to CONCOR of his having done so.
3. If CONCOR shall at any time consider 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 a notice in writing to the effect, and in case of non-compliance with such notice, all payments to the contractor may be with held during such non-compliance.
4. A notice showing the rate of wages to be paid to workers shall be published by the contractor and exhibited prominently near the place of work and should be made easily accessible to all workers.
5. Contractor will have to pay wages to their contract labourer by 7th of every month by notifying the place and time of distribution of wages.

L) CLAIM UNDER WORKMEN'S COMPENSATION ACT, 1923:

The contractor shall at all times indemnify CONCOR against, all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such laborer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, CONCOR shall be at liberty to withhold such amount from the bills of the contractor and also deposit the same with the commissioner under W.C.Act.

M) HOURS OF EMPLOYMENT REGULATIONS

1. The contractor shall be responsible for compliance with the provisions of the Hours of Employment Regulations in respect of the staff employed by him in the manner decided upon by the appropriate authority.
2. No person shall be unfairly treated or removed from work except for valid reasons. The CONCOR official will be competent to deal with and adjudicate on any complaint in this respect and his decision will be final and binding on the contractor and outside the purview of the Arbitration clause.
3. The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come in to force and the contractor shall indemnify and keep CONCOR indemnified against all loss, damages, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the contractor to comply with any such laws, regulations and/or rules.

N) AMENDMENT TO TERMS AND CONDITIONS

CONCOR reserves the right to make additions/alterations to and/or amend/alter the terms and conditions of this contract and the resultant contract, without basically affecting the core of the contract.

O) GENERAL CONDITIONS

1. The agency will not allow the garbage to get accumulated in the premises and will ensure proper disposal of garbage in his road vehicle (owned or hired) at the Municipal dumping grounds.
2. The cargo waste & old and used wooden packing materials including discarded wooden packing materials such as planks, battens etc should be accumulated at a specified place as directed by CONCOR.
3. The service would be required to be provided on all weekdays and during all working hours as specified by CONCOR.
4. The agency will be required to maintain "work register" and "User department register" as per the format given in Annexure- VI & VII.
5. The agency will be required to make all necessary arrangements for rendering special services even at short notice.
6. The agency will maintain sufficient number of labor for efficient discharge and satisfactory performance of the work.
7. The agency will be required to get the antecedents and character of his workers verified by the police, if directed by CONCOR
8. Deduction towards income tax at source as applicable under the I.T Act 1961 will be made from all payments made to the agency.

9. All equipment, hand carts for carrying rubbish, detergents, dusters, cleaners, window pan cleaners, and all other implements required to maintain the high standard of work performance expected by CONCOR and all users of the facility will be provided by the agency at his cost. No additional payments on this account will be made by CONCOR.
10. The agency shall not sub-let the contract. He will post a responsible supervisor to oversee the satisfactory working and to co-ordinate with CONCOR and carry out its instructions.

P) SECURITY DEPOSIT

1. The agency shall deposit **Rs. 25,700/- (Rupees Twenty five thousand seven hundred only)** through a demand draft from any schedule Bank as security deposit for the due fulfillment of the terms and conditions of this contract. No interest shall be paid by CONCOR on the security deposit.
2. In event of premature termination of the contract, for reason attributable to agency's non-performance, CONCOR may forfeit the security deposit.
3. Otherwise, on satisfactory completion of contract, security deposit will be refunded without any interest after three months of completion of contract. The decision of Chief General Manager, Mumbai will be treated final in this respect.

Q) PROCEDURE FOR REMOVAL OF GARBAGE/WASTE MATERIAL:

1. The agency should apply to CONCOR before removal of garbage / waste material in Annexure IV.

R) 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.

Annexure I

AGREEMENT

Agreement for providing Estate Maintenance and Material Handling Contract at Turbhe

An agreement made this Day of Two thousand Ten between the Managing Director, Container Corporation of India Ltd., reg. Office, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110044, as Chief Executive and Administrator of the Container Corporation of India Ltd. (A Govt. of India Undertaking) represented by the Chief General Manager, Container Corporation of India Ltd., Mumbai (hereinafter called CONCOR) of the one part and M/s..... and carrying on business at under the name and style of (hereinafter called the 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 all the work of at DCT Turbhe.

Whereas the Agency has agreed with the CONCOR to perform all the services mentioned in the schedule hereto annexed. In consideration of the payments to be made by CONCOR, the Agency shall duly perform the said duties in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workmen like manner to the satisfaction of CONCOR and will carry out the services in accordance with the conditions of contract, and will observe, fulfill and honour all conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein).

IN WITNESS WHEREOF the said parties have hereunder set their hands the day and year first above written.

CONTRACTOR

CONCOR

Annexure II

LETTER OF SUBMISSION OF TENDER

From:

To,

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

Sub: Tender for Estate maintenance at DCT-Turbhe.

Dear Sir,

We have examined the Tender Document thoroughly and understood the provisions of the requirements of CONCOR and related work and subject to the conditions given in the instructions for submission of Tender, I/We, hereby tender for working as maintenance and up-keep contractor for CONCOR for a period of 24 months at DCT, Turbhe. I/We offer to maintain and upkeep the DCT at the terminal at the rates indicated by me/us in the prescribed schedule.

I/We hereby certify that I/we have examined and am/are familiar with all the provisions of the contract documents and agree to abide by all the terms and conditions laid therein.

The following Certificates/documents are enclosed:

- 1) Duly signed & stamped copy of tender document.
- 2) Experience certificates of at least two years in executing similar works with one work value of at least Rs. 1,08,000/- in a year, in original/copy duly attested by Gazetted officer given by Organisation/Undertakings.
- 3) Proof of registration of the firm under relevant law, such as Companies Act, and/or Shops & Establishment Act, etc. For partnership firm, full name and address of each partner (including percentage of shares of each partner) along with certificate copy of registered partnership deed. In case of registered co-operative society name and address of each office holder, president, Secretary & Directors along with a latest authenticated copy of Article of Association duly validated by the registering authority.
- 4) Details of maintenance personnel proposed to be deployed for execution of the proposed work.

Signature of the tenderer

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- 5) Copies of Provident Fund Registration and ESI Registration.
- 6) A sum of Rs.6,200/- (Rs. Six thousand two hundred only) towards EMD for contract at DCT Turbhe is sent herewith in the form of pay order/demand draft No _____ dated _____ in favour of Container Corporation of India Ltd.; payable at Mumbai.
- 7) Details of ongoing contract, indicating at least one running contract as on the last date of submission of bid.
- 8) Copy of latest income tax return.

I/we agree to keep this tender open for a period of 120 days from the date fixed for opening the same which can not be withdrawn for the said period of 120 days or until a contract for the work is fully executed with a third party whichever is earlier.

I/we do hereby declare that the entries made in the tender and appendices attached therein are true.

I/We do hereby understand/agree that if any time during the period of contract, it is observed by CONCOR that the services rendered by the up-Keep contract personnel are not to the satisfaction of the CONCOR or any terms of the contract are violated, CONCOR reserves the right to terminate the contract without any notice.

Yours faithfully,

Signature of Tenderer

Seal

Annexure III

ENVELOPE "B"

(Financial - Bid)

To,
The Chief General Manager
CONCOR
New Admn. Bldg., 5th floor, Central Railway,
D.N. Road, Mumbai

Sub: Estate Maintenance contract at DCT, Turbhe.

Sir,
With reference to your letter no. _____ dt. we hereby quote our single lump sum rate for following activities:

Job Description	Lump sum Rate/per month
Estate maintenance, cleaning and disposal of all waste material including garbage, wooden shavings, cargo left over, waste packing material, cleaning of containers, etc.	In Figures: In Words:

* Service tax at the applicable rate will be paid extra.

Yours faithfully,
(Name & seal of the tenderer)

(Chief General Manager)

Annexure IV

Format for application for removal of garbage / waste material

To,
Terminal Manager
CONCOR
DCT Turbhe

Sub: Removal of garbage / waste material

We are clearing the garbage/waste material/ etc. in the below mentioned truck nos.

➤ Truck nos.

Kindly issue us a NOC and gate pass for the same.

Thanking You,

**Signature of the Authorised
Representative of the agency**

Signature of the tenderer

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Annexure V

Format of Letter to be issued by CONCOR

To,
The Security Officer,
DCT- Turbhe.

Sub: Removal of garbage / waste material

Sir,

Our Estate Maintenance contractor, M/s _____ will be clearing the garbage/waste material/ etc. in the below mentioned truck nos.

Truck nos.

Kindly give permission for the same.

Thanking You,

For Container Corporation of India Ltd.

Terminal Manager

Annexure VI

Format of Work Register

Sr#	Date	Description of work	Number of Labour deployed	Remarks	Signature of contractor	Signature of CONCOR authority

Annexure VII

Format of User Register

Sr#	Date	Time	User dept/Office	Remarks	Signature of contractor	Signature of User