

TENDER NOTICE

1. North Central Region of Container Corporation of India Ltd., NOIDA invites sealed tender for Hiring of vehicles on monthly/daily basis as per the terms & conditions of CONCOR detailed in the tender document.
2. Tender document can be purchased from the office of the Chief General Manager (NCR.), **Container Corporation of India Ltd., 502,P-5,Ocean Plaza, Sector-18, NOIDA,** Complete tender papers duly accompanied with requisite EMD shall be received in the office of CGM, as per date & time mentioned below & shall be opened in presence of the tenderers or their authorized representative. CONCOR shall not be responsible for any postal delay.
- 3.

Tender No.	CON/NCR/Vehicle Hiring/2005-2006
Name of Work	Supply of Vehicles for official use at NCR
Estimated Cost	Rs.47 lakhs (1+1 years)
Contract Period	12 (Twelve months)
Earnest Money Deposit	Rs.94,000/-
Cost of Tender Document	Rs.500/- (Rs. 600/- If by Post)*
Date of sale of tender	23.12.2005 to 12.01.2006 upto 16:00 hrs except Saturday, Sunday & Holidays
Date of submission	13.01.2006 upto 13.00 hrs.
Date of opening of tender	13.01.2006 at 15.00 hrs.
Minimum Average annual turnover of last three financial years.	Rs.47 lakhs (The information shall be supported by Chartered Accountant's Certificate)
Experience with respect to similar nature of work completed during previous 36 months from the tender opening date.	<p>a) Proof of experience duly notarised for a minimum amount of single contract for Supply of Vehicle costing not less than Rs.31 lakhs OR contract of similar nature as above totaling to Rs.47 lakhs during previous 36 months from the date of tender opening.</p> <p>b) The Proof of ownership of the vehicle duly notarised for a minimum of three nos. of vehicle and vehicle should not be more than 03 years old.</p>

*By Demand Draft in favour of "Container Corporation of India Ltd." payable at NOIDA

3. The tender document can also be down loaded from the website of CONCOR, www.concorindia.com. However, the intending bidders should submit the document sale price by way of demand draft in favour of "Container Corporation of India Ltd." At the time of submission of tender. He has to also enclosed undertaking as per Annexure IV
4. Tenderer will please note that the minimum eligibility does not qualify them for award of the contract. However tenderer who do not fulfill the above requirements, their tenders will be rejected.

**Chief General Manager
North Central Region**

CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Tender No. CON/NCR/Vehicle Hiring/2005-2006

TENDER

FOR

Hiring OF Vehicles FOR OFFICIAL USE

ON MONTHLY/DAILY BASIS

AT

NOIDA/GREATER NOIDA

(Tender Document is non-transferable)

Tender Notice No. CON/NCR/Vehicle Hiring/2005-2006

Cost of the Tender Document : Rs.500/-

1. SERIAL NUMBER ASSIGNED TO THE TENDER DOCUMENT
2. DATE OF SALE/DESPATCH
3. NAME OF THE APPLICANT : _____
4. FULL ADDRESS OF THE APPLICANT: _____

SIGNATURE OF THE OFFICIAL
ISSUING THE TENDER FORM

OFFICIAL SEAL

NAME : _____

DESIGNATION : _____

A) THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 13.00 HRS ON 13.01.2006 AT THE OFFICE OF CHIEF GENERAL MANAGER , CONTAINER CORPORATION OF INDIA LIMITED, 502, Ocean Plaza, Sector – 18 NOIDA

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THIS TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES. ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY THE TENDERER AND EMBOSSED WITH THE OFFICIAL SEAL OF THE TENDERER BEFORE SUBMISSION.

CHAPTER - I
TENDER LETTER

To

Name of Work: Supply of Vehicles for official use on monthly/daily basis

Dear Sir,

The complete set of tender papers for the contract for "Supply of Vehicles are for official use on monthly/daily basis" at NOIDA/Greater NOIDA, Office of Container Corporation of India Ltd., (Hereinafter referred to as CONCOR) is enclosed. Please note that this set of tender document including annexures is not transferable under any circumstances.

Your offer, duly sealed in covers as described below, should be deposited in the tender box kept for this purpose in the office of the Chief General Manager Container Corporation of India Ltd., 502, P-5, Sector-18, NOIDA on or before **13/01/2006** up to **13.00 hrs.**

Please note that the tenders will be opened on the due date and time as notified. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above. You are, requested to be present or send your duly authorized representative at the time when the tenders are opened.

Your offer should be submitted in sealed envelopes. The sealed envelope should be duly superscribed as "**Tender for Supply of Vehicles for official use on monthly/daily basis**".

The envelope should contain the documents listed in paragraph 3.1 and 4.1 of the chapter on **General Instructions to Tenderers** and the chapter on **Specific Instructions to Tenderers**. Please ensure that all the documents listed in these chapters are complete in all respects. The tenderer should countersign each page, except the demand drafts.

The sealed envelope containing the Tender Document will be opened at 15.00 hours on 13/01/2005.

Please ensure that each page of the **Schedule of Rates** is signed by you or your authorized representative before submitting it.

CONCOR reserves the right to accept or reject any or all the Tender and/or in part or in full without assigning any reasons.

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

You are requested to ensure that the tender documents, are submitted after full consideration and understanding of the work.

CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR.

CONCOR reserves the right to re-tender or modify the terms and conditions of the tender. It also reserves right to negotiate the rates with the lowest tenderer i.e. L-1.

Thanking you,

Yours faithfully,

**Chief General Manager
North Central Region**

CHAPTER II

GENERAL INSTRUCTIONS TO THE TENDERER

01. SCOPE OF WORK

The scope of work is described in detail in the chapter on **Scope of Work**. Briefly the scope of work will include plying of hired vehicle at NCR within NCR area as per directions given by the user.

02. BONAFIDE OFFERS

2.1 The tenderer should be a bonafide Travel Contractor of sound financial standing and should have the requisite number of vehicles as described in the chapter on **Terms and Conditions Governing the Contract**.

2.2 The tenderer should have the required previous experience as described in paragraph 3 of the chapter on **Specific Instructions to Tenderers**. He should also fulfill all the other requisites laid down in the chapter on **Specific Instructions to Tenderers**.

03. TENDER DOCUMENTS

3.1 The following documents must be submitted with the Tender:

- (a) Letter of Submission of Tender (Annexure–II).
- (b) Detailed list of documents indicating documents/statements submitted as part of **Tender**.
- (c) Crossed demand draft of **Rs.94,000/- (Rupees Ninty four thousand only)** towards earnest money.
- (d) Experience certificates.
- (e) Documents indicating ongoing contracts in hand.
- (f) Documents regarding constitution of the firm/company.
- (g) Powers of Attorney (if required).
- (h) Statement of Vehicles (with all papers required under law) owned and proposed to be deployed for work under the contract.
- (i) This tender document with all pages intact and duly signed by the tenderer.

- 3.2 The **Schedule of Rates** given at Annexure–III, duly filled and signed by tenderer shall be submitted by the Tenderer.
- 3.3 The tender documents must be submitted in the manner prescribed in the tender letter, subsequent chapters of the tender document and as indicated further below, failing which the tender is liable to be rejected.

04. COMPLETION OF TENDER DOCUMENT

- 4.1 The tenders should be complete in all respects and should contain all the information including details of present business, financial standing, availability of vehicle etc., which would enable CONCOR to evaluate the **Tender** and decide the credentials of the tenderer for performing the work envisaged by the contract that may emanate from this tender.
- 4.2 The tender documents complete in all respects, should be placed in a sealed envelope superscribing "**Tender for supply of Vehicles for official use on monthly/daily basis.**".
- 4.3 Tenders containing omissions or alternations 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.
- 4.4 The tenderer shall quote rates for all the items of work mentioned in the **Schedule of Rates** (Annexure–III). Tenders with incompletely filled schedules may not be entertained. **Please note that incomplete or conditional tenders are liable to be rejected.**
- 4.5 If the tenderer deliberately gives wrong information or conceals some facts in his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the rights to reject such tenders at any stage without any financial liability.
- 4.6 Each page of the tender documents should be signed and dated by the tenderers or such person on his behalf as is legally authorised to sign for and on his behalf in the manner described below in paragraphs 4.7 to 4.9.
- 4.7 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.

- 4.8 If the tender is submitted by a firm in partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender documents, in which case the certified/notarized copy of the Power of Attorney shall accompany the tender documents. 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 document.
- 4.9 If the tender is submitted by a Limited Company or a Limited Corporation, it shall be signed by the duly authorised person holding the Power of Attorney for signing the tender documents, in which case a certified/notarized copy of the Power of Attorney shall accompany the tender documents. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Articles of Association of its existence before the contract is awarded.

05. SCHEDULE OF RATES:

- 5.1 All rates shall be quoted only on the proper form (Annexure–III) of the **Schedule of Rates** and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in paragraphs 4.7 to 4.9 above.
- 5.2 The rates in the **Schedule of Rates** should be filled in carefully after considering all the aspects of work as described in the chapter on **Scope of Work**. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work or did not have full knowledge of work conditions, method of working at NCR.
- 5.3 The rates quoted in the **Schedule of Rates** should be reasonable and workable. The tenderer shall submit an analysis of rates, if called upon to do so by CONCOR.
- 5.4 The rates in the **Schedule of Rates** should be quoted in figures and words. In case of discrepancy or difference between the rate(s) quoted in figures and words, only the rate quoted in words shall be treated as the correct rate.
- 5.5 Any overwriting in the **Schedule of Rates** should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.

- 5.6 Any variation, including addition and/or omissions, in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. **The rates quoted by the tenderer shall be applicable irrespective of the volume of work.**
- 5.7 Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates such negotiations shall not account to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.

06. SUBMISSION OF TENDERS – TIME LIMIT AND MODE

- 6.1 The tender documents duly completed should be submitted in a sealed envelope and superscribed as "**Tender for supply of Vehicles for official use on monthly/daily basis**". This envelope should contain all the documents listed in paragraph 3.1 & 4.1 above and in the chapter on **Specific Instructions to Tenderers**. The **Schedule of Rates**, as given in Annexure–III, should be completely filled, signed.
- 6.2 The tenders duly completed as described in paragraph 4 above must reach the designated office of Chief General Manager , Container Corporation of India Limited, 502, P-5, Ocean Plaza, Sector-18, NOIDA before **1300 hours on 13.01.2006**
- 6.3 The tenders will be opened at CONCOR's office, located at the above address at **1500 hours** on 13.01.2006. The tenderers or their representative may be present at the time of opening of the tenders, if they so desire.
- 6.4 Any tender delivered or sent otherwise will be at the risk of the tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day at same time.
- 6.5 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by telegram will not be considered.

07. VALIDITY OF OFFER

- 7.1 The tenderer will be required to keep the offer open for a period of 120 days from the last date of submission of tenders. It shall be understood that this tender document has been issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting this tender he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR

If the tenderer fails to observe or comply with the stipulation in paragraph 7.1 above, then the earnest money deposited by the tenderer will be forfeited by CONCOR.

08. ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance of the tender documents and tendered rates will rest with CGM, North Central Region, CONCOR who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 8.2 Acceptance of tendered rates will be communicated by issuance of Letter of Intent
- 8.3 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.
- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 8.5 On acceptance of the tender, the name of accredited representative of the tenderer, who would be responsible for taking instructions from CONCOR, shall be communicated to CONCOR within two working days.

09. EXECUTION OF CONTRACT DOCUMENT / AGREEMENT

- 9.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Container Corporation of India Limited, NOIDA, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents as stipulated in the chapter on **Terms and Conditions Governing the Contract** within ten days of the date of issue of communication from the CONCOR's office and start the work immediately.

- 9.2 Failure to execute the required contract documents shall constitute a breach of the contract concluded by the acceptance of the tender leading to forfeiture of earnest money besides any other action CONCOR takes, including termination of the contract. In such an eventuality, CONCOR may also exercise any other legal remedy available under the terms of this tender document or under law.

10. CONFIDENTIALITY OF TENDER DOCUMENTS

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

11. POSTAL ADDRESS FOR COMMUNICATION

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

Signature of Accepting Authority

CHAPTER III

SPECIFIC INSTRUCTIONS TO THE TENDERER

01. INTRODUCTION

- 1.1 The tenderers are requested to study the entire tender document before preparing and submitting the Tender.
- 1.2 All the documents, listed at paragraph 3.1 & 4.1 of chapter on **General Instructions to the Tenderer** and as described further in this chapter, which are required for supply of vehicles for official use on monthly/daily basis for one year period at North Central Region, NOIDA.
- 1.3 All the documents listed in this chapter, except Bank Demand Drafts, should be countersigned by the tenderer as mentioned in paragraph 4 & 5 of the chapter on **General Instructions to Tenderers**.
- 1.4 A List of all the documents submitted with the Tender and details of the demand draft should be provided by the tenderer.
- 1.5 The Letter of Submission of Tender (Annexure–III), duly signed by the tenderer, giving complete address, telephone numbers, etc., should be submitted as a part of the Tender. The Letter of Submission of Tender should be submitted as the Top-Sheet of the Tender.
- 1.6 **The tenderer should ensure that all the necessary documents are submitted in original and countersigned by him or his authorized representative. In rare cases where it is not possible to submit original documents, the tenderer may submit photocopies duly notarized or certified by a Gazetted Officer of Government of India. However, the tenderer shall submit the original documents for scrutiny and verification whenever required by CONCOR, at any time during consideration of the tender and failure to do so may result in rejection of the tender.**

MINIMUM ELIGIBILITY CRITERIA FOR THE TENDERERS:

- a) **EMD of Rs.94000/- (Rs. Ninty four thousand only)** in the form of Demand Draft drawn in favour of Container Corporation of India Ltd. Payable at New Delhi.
- b) Average annual turnover during the last three financial years should not be less than **Rs.50 lakhs (Rs. Fifty lacs only)**. The information shall be supported by Chartered Accountant's Certificate.
- c) Proof of experience duly attested by the gazetted officer for a minimum amount of single contract for supply of vehicle costing not less than **Rs.31 lakhs** OR contract of similar nature as above totaling to **Rs.47 lakhs** during previous thirty six months from the date of tender opening.
- d) The proof of ownership of the vehicle duly attested by Gazetted Officer for a minimum of three nos. of vehicle and vehicle should not be more than 03 years old.

Note: Tenderer will please note that the minimum eligibility does not qualify them for award of the contract. However tenderer who do not fulfill the above requirements, their tenders will be rejected.

02. EARNEST MONEY

- 2.1 The tenderer shall deposit a sum of **Rs.94,000/- (Rupees Ninty four thousand only)** as earnest money. The earnest money shall be deposited along with the tender by crossed Demand Draft drawn in favour of M/s. Container Corporation of India Ltd., payable at New Delhi and valid for a minimum period of six months from the date of issue.
- 2.2 It shall be understood that the tender documents have 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 resile from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR.
- 2.3 The earnest money mentioned in paragraph 2.1 shall be forfeited to CONCOR if the tenderer fails to observe or comply with the stipulation in paragraph 2.2 above or fails to execute the agreement stipulated in paragraph 09 of the chapter on **General Instructions to the Tenderer** or refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit.
- 2.4 No interest shall be allowed on the earnest money deposited and on the security deposit as referred to under paragraphs below.

- 2.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in paragraph 4 of chapter on **Terms and Conditions Governing the Contract** below, subject to the conditions stipulated in paragraphs 2.2 and 2.3 above. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalized.

03. STATUS AND PREVIOUS EXPERIENCE OF TENDERER

- 3.1 As an important part of the Tender, the tenderer should enclose such documents and certificates that can prove his previous experience in undertaking similar works as described in the chapter on **Scope of work**.
- 3.2 The tenderer should also give a list of ongoing contracts in hand, if any, for similar kind of work of hire of vehicles, indicating clearly the name of the party, volume of work and duration of contract.
- 3.3 CONCOR reserves the right to ignore or reject tenders submitted by parties who have been blacklisted by State/Central Government Undertaking or any Public Sector Undertaking.

04. FINANCIAL CREDIBILITY

- 4.1 The tenderer must enclose documents to prove the financial ability of his firm/company to carryout the work envisaged in this tender document.
- 4.2 If the tenderer is a proprietary firm or a partnership firm, **Profit & Loss Account and Balance Sheet for last three years duly certified by Chartered Accountancy Firm must be enclosed. In the case of a company, audited Annual Reports and financial statements for last three years must be enclosed.**

05. CONSTITUTION OF THE FIRM

- 5.1 The tenderers, who are constituents of a Firm, Company, Association or Society, must enclose notarized or attested copies of the constitution of their Firm, Company, Association or Society and Power of Attorney and/or Partnership-deed. Co-operative societies must submit notarized or attested copy of the certificate of registration along with the documents mentioned earlier.

- 5.2 The cancellation or 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.
- 5.3 CONCOR may, recognize changes in the documents mentioned in paragraph 5.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

06. EQUIPMENT AND OTHER FACILITIES

- 6.1 All the vehicles proposed to be deployed by the tenderer should be in good fettle and should not be more than 3 years old.
- 6.2 The make/model, year of manufacture, capacity, mechanical condition etc. of the equipment should be clearly indicated. Supporting documents, such as copies of Registration Papers, of road vehicles should also be enclosed.
- 6.3 A certificate of registration to act as travel agency must accompany the tender document.
- 6.4 Preference will be given to Registered travel agency who have "T" MARK vehicles.

CHAPTER IV

SCOPE OF WORK

01. PREAMBLE

- 1.1 The Container Corporation of India Ltd., (CONCOR) manages and operates Container Terminals including Inland Container Depots (ICD), Container Freight Stations (CFS) and Domestic Container Terminals (DCT) at several places in the country. The contractor to be appointed shall be responsible for supply of vehicles for official use on monthly/daily basis for one year period which can be extended for another one year on mutual consent.
- 1.2 The scope of the work covered by the contract consists of plying of hired vehicle at NOIDA/Greater NOIDA/Delhi/New Delhi areas in and around as per directions given by the user.
- 1.3 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. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to CGM, Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the tenderer/contractor.

02. BRIEF DESCRIPTION OF WORK

1. The vehicle has to report as per instructions as, when & where required.
2. Time of duty & Kilometerage will be counted as under: -
 - (a) :-

Garage to place	As per actual subject to maximum
Of regular reporting	7 KM each way
	Or/and
Place of regular reporting	i.e. Actual from Garage subject to maximum of 7 KM
 - (b) From Garage to any other place than (a) above.

Actual Kilometerage from Garage by the shortest route to the destination and actual Km to garage as shortest route from the point of release of vehicle. **In all the vehicles hired on monthly basis, the contractor should provide a common vehicle & driver through out the month, as far as possible.**

3. The contractor has to arrange other vehicle in lieu of break down vehicle, immediately without any loss of time.
4. The vehicle should be properly maintained and should have passed pollution test & will observe all instructions of appropriate authority issued from time to time.
5. Duty slip should be maintained properly as per instructions issued by this office and should be got signed from the user with details/purpose of journey.
6. The contractor shall provide the vehicle along with driver and fuel in good running condition and the contractor shall be responsible for overall maintenance and repairs.
7. The contractor shall ensure that the driver so deployed in the said vehicle is of good character, cordial, properly dressed and possess a valid driving licence.
8. The vehicles deployed shall not be more than 3 years old, with standard seating condition. The interior of the vehicle should be clean and hygienic.
9. Km/Meter provided should be tested and sealed.
10. TDS will be deducted as per rules in force, contractor have to provide us his PAN no..
11. The contract can be terminated with one-month notice without assigning any reason.
12. Unsatisfactory service, disregard of instructions or improper behavior will be liable to termination of contract with forfeiture of EMD/Security Deposit.
13. The contract is for one year from issue of letter of intent.
15. It will be the duty of agency to make available vehicle as per requirement of CONCOR in time. The offer stating "Supply will be made if available" will not be accepted and the tender will be straight away rejected.
16. Experience of working with Government & Semi Government organizations will be an additional qualification.
17. The Parking Charges/Toll tax etc. will be paid by CONCOR based on the submission of parking slips.
18. After submission of tender, if any agency alters, deviates from the offered terms or do not accept or execute the award if approved, then the EMD submitted along with the tenderers will be forfeited.
19. The agency will submit the registration nos. of vehicles and must have fleet of minimum 3 **vehicles**. The vehicles should be neat and clean & should not create any unpleasant sound during run.
20. The agency should submit the registration certificate and valid F.C (fitness certificate) with the transport authorities/Traffic department or Government of Delhi.
21. The rates are firm during the year and no price escalation is admissible during the period of contract.

22. Besides retaining of **Rs.50,000/-** (Rs. fifty thousand only) as performance security, if you fail to
- (i) Provide vehicle in lieu of break down vehicle immediately without loss of time.
 - (ii) Provide vehicle as per instructions, at your end.
 - (iii) Provide vehicle time to time
 - (iv) Abide by instructions
- In addition to above, a penalty of **Rs.500/-** (Rs. Five hundred only) will be levied for deficiency in service for each of above defaults.
24. All other terms & conditions as contained in the tender documents, rules, regulations, instructions issued by appropriate authority Central Government or any other statutory bodies, state Government through which the vehicle has to pass, shall be applicable.
25. The contractor shall submit the bill in the 1st week of every month for previous months billing along with copies of duty slips. Payment will be made by the end of the month.
27. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by Container Corporation of India Ltd. If at all the tenderers finds if necessary to write/clarify/explain/stipulate anything, it should be done on the tenderer's separate letterhead clearly and the same should be attached with the tender.
28. The expected numbers of vehicles proposed to be engaged currently on regular/monthly basis are as under :

Car at Noida	2 nos
Car at Greater Noida	2 nos
Bus for dropping & pick up	1 nos (Bus with 32 Seating capacity)
Utility Van	1 nos
Qualis or equivalent	1 nos

These are indicative figures and, CONCOR reserves its right to increase or decrease the nos of vehicles required at any given time.

CHAPTER-V

TERMS AND CONDITIONS GOVERNING THE CONTRACT

01. PREAMBLE

- 1.1 The contractor to be appointed shall be responsible for providing vehicles on monthly/daily basis for one year period as per the details given in the chapter on **Scope of Work**.
- 1.2 The contract, which may emanate from this tender document, shall be governed by the terms and conditions as contained in this chapter and also the other provisions as contained in the other chapters and annexures forming a part of this tender document. This tender document shall be the sole repository of the terms and conditions of the contract.
- 1.3 The contractor should submit the copy of the certificate of registration to act as a travel agency.
- 1.4 The contractor should submit copy of Service Tax Registration certificate.
- 1.5 The contractor should submit satisfactory proof of having the required vehicles which are not more than 03 years old.
- 1.6 Preference will be given to Registered Travel Agency who have "T" MARK vehicles.

02. PERIOD OF CONTRACT

- 2.1 At the initial stage, the contract shall be awarded for a minimum 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 more year subject to willingness of contractor and on mutually agreed rates and terms and conditions.
- 2.2 The date of execution of contract document or signing of the agreement described in paragraph 09 of the chapter on **General Instructions to the Tenderer** shall be treated as the date of commencement of contract.

03. SECURITY DEPOSIT

- 3.1 An amount of Rs 50,000 (fifty thousand) would be retained as security deposit, out of the earnest money deposited by you for your performance during the contract and will be refunded after the

completion of contract provided there is nothing due against you on any account. The bidder has the option of providing bank guarantee in lieu of cash security amounting to Rs 50,000/- valid for 15 months from the date of issue of LOI as per format given in Annexure.

- 3.2 It should be noted that no interest shall be payable by CONCOR on the security deposit mentioned in paragraph 3.1 above.

04. RECOVERY FROM SECURITY DEPOSIT

- 4.1 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.
- 4.2 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 and in performance 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 of this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 4.3 The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, as mentioned in paragraph 6.1 above, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

05. REFUND OF SECURITY DEPOSIT

- 5.1 The security deposit shall, subject to any deduction that may be made there from, be returned to the contractor within 120 days after the termination of the contract and on issuance of no dues certificate by the Officer-in-charge. However, if there is a delay, the contractor shall not be entitled to any interest.
- 5.2 In the event of any dispute arising between CONCOR and the 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 contractor singly or jointly with others

and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as COCNOR may in its sole discretion deem sufficient until and dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such deductions made by CONCOR.

06. AGREEMENT FOR ACTING AS CONTRACTOR FOR CONCOR

- 6.1 The successful tenderer will be required to sign an agreement for acting as Contractor for Container Corporation of India Ltd., as per the format at Annexure-I within a period of 10 days of the date of issue of communication to that effect from CONCOR's office.

07. GENERAL DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 7.1 The contractor will have to comply with all laws, rules and regulations of Central Government, State Government, and local Municipal Corporation and other government bodies with regard to the road vehicles. The contractor shall indemnify CONCOR against any infringement of such law, rules and regulations.
- 7.2 All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death etc. The contractor shall indemnify CONCOR against liabilities arising out of the contractor's obligations on this account.
- 7.3 The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). He shall specifically ensure compliance with the following Laws/Acts and their re-enactments/amendments:
- A. The Payment of Wages Act, 1936.
 - B. The Factory Act, 1948.
 - C. The Workmen's Compensation Act, 1923.
 - D. The Employees Provident Fund Act, 1952.
 - E. The Contract Labour (Regulation and abolition) Act, 1970.
 - F. The Payment of Bonus Act, 1965.
 - G. The Payment of Gratuity Act, 1972.
 - H. The Equal Remuneration Act, 1976.
 - I. The Employees State Insurance Act, 1948.
 - J. The Employment of Children Act, 1938.
 - K. The Motor Vehicles Act

- 7.4 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 vehicles, the contractor shall at his own cost arrange for such Licence/Permission/ Registration. He shall also be liable for producing for inspection such certificates and licences as and when required by the respective authorities or CONCOR.
- 7.5 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 labour or other laws to the extent they are applicable to establishment/work in CONCOR.
- 7.6 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 equipment/vehicles, employees or workers engaged by him. These charges shall be borne by the contractor. No claim on this behalf shall be entertained by CONCOR.
- 7.7 The contractor shall ensure that the vehicles are operated by experienced and qualified staff as per requirement of local transport and other authorities and the law. The contractor shall indemnify CONCOR against any infringement of such law, rules and regulations.
- 7.8 The contractor shall be liable for all acts of commission or omission of his employees. He shall forthwith discharge any of his employee who is reported by CONCOR to be undisciplined or of poor moral character or incompetent or negligent.
- 7.9 The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from him.
- 7.10 **The contractor shall abide by all the rules, procedures, directions and instructions given by CONCOR officials, which are not inconsistent with the terms and conditions of the contract, for the efficient working.**

08. SCHEDULE FOR COMPLETING ASSIGNED WORK

- 8.1 The contractor shall carryout the various activities assigned to him under this contract with expedition within the time prescribed by CONCOR. Failure to comply with the time schedules for various activities shall be deemed as unsatisfactory performance and CONCOR shall be free to take necessary action as per agreement clause.

09. VEHICLE TO BE PROVIDED

- 9.1 The contractor must own or have at his disposal road vehicles.
- 9.2 CONOR officials shall have the right to inspect the vehicle before commencement of work.**
- 9.3 The contractor shall make his own arrangements for repair/maintenance of vehicles deployed by him. No compensation shall be admissible to the contractor in respect of the non-use or detention of any equipment or vehicles at any point of time during the period of the contract.
- 9.4 The contractor shall comprehensively insure all the vehicles against any damage or loss arising during the performance of the work. CONCOR will not be responsible for any loss or damage to the vehicles of the contractor Or to any third party
- 9.5 The vehicles will have to conform to the requirements, specifications and conditions prescribed in paragraph below.
- 9.6 The vehicles will have to conform to the requirements, specifications and conditions as may be laid down by the Government (State or Central) and the local RTO.
- 9.7 The vehicles should have valid Permits along with all necessary clearances as required by laws.

10. CONDITION OF VEHICLES

- 10.1 The vehicle deployed should not be old more than 03 years with standard seating condition. The interior of the vehicle should be clean and hygienic.
- 10.2 The vehicles shall have a sound body with proper valid registration and other relevant documents/certificates issued by competent authorities including permit and pollution control certificate.

- 10.3 The road vehicles shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, appearance, etc., and the contractor shall have to comply with all such requirements as may be necessary in this regard.
- 10.4 The contractor shall ensure that the vehicles are operated by experienced and qualified operators/drivers as per the requirements of traffic and other authorities as required by law.
- 10.5 The contractor shall ensure comprehensive insurance of all vehicles deployed by him at his own cost.
- 10.6 The contractor shall pay at his cost all types of tax as per the Motor Vehicles Act or Statutory Provisions, and/or any other levies imposed by the different State Governments, Local Bodies, etc., from time to time.
- 10.7 Notwithstanding anything contained herein above due to reasons beyond the control of CONCOR e.g. riots, violence, calamities, fires, strikes by employees, lockouts, failure of electricity/machinery, non-availability of export vehicle/import vehicle, CONCOR shall have the absolute right to suspend the contract for hire of vehicle on any day or number of days. In such cases the contractor shall have no right to claim from CONCOR any compensation, damage, loss, etc., whatsoever in connection with the suspension of work.

11. REPLACEMENT OF VEHICLES AND EQUIPMENT

- 11.1 The contractor shall ensure immediate replacement of a vehicle due to its being involved in accidents, mishaps, detention and/or impounding by concerned authorities, becoming out of order or road unworthy, etc. In such eventualities, the contractor shall inform CONCOR in writing without any loss of time.
- 11.2 In case the contractor fails to promptly substitute vehicles and equipment in good working and presentable condition and in case alternative arrangements are made by CONCOR for transportation and it will be on the contractor's risk and cost, till suitable replacement is provided by the contractor.
- 11.3 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 and CONCOR shall

recover the same from the security deposit or pending bills of the contractor.

- 11.4 In case of contractor's vehicle getting damaged whether by way of accident or due to any other reason whatsoever, it shall be the contractor's responsibility to get the same repaired at contractor's own cost and expenses, and CONCOR shall not be liable either for the expenditure incurred by the transporter on the repairs and/or on replacement of spare-parts of such vehicles/handling equipment or in any other manner whatsoever.

12.0 SAFETY

- 12.1 The contractor shall follow the safety requirements mentioned in this chapter 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 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/injuries to person or property or any third party.

13. UNSATISFACTORY PERFORMANCE

- 13.1 The contractor shall at all times ensure that his performance is satisfactory failing which CONCOR shall be at liberty to impose such penalties as it deems fit and or get the work done through any other contractor, at the risk and cost of the contractor. Unsatisfactory performance will include inter-alia non-supply of road worthy vehicle, frequent failure in timely supply of vehicle, misconduct on the part of the driver and non-observance of statutory rules.
- 13.2 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR, it shall be open to CONCOR to terminate this contract by giving 7 days notice in writing to that effect and if the contractor does not within 7 days after receipt of such notice proceed to make good his default, CONCOR shall be entitled after giving 48 hrs notice in writing to terminate this contract as a whole or in part. In the event of such termination of the contract CONCOR shall be entitled (i) To forfeit the security deposit of the contractor as it may consider fit, (ii) To

get the balance of work done by making an alternative arrangement as deemed necessary and (iii) To recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and the damages which CONCOR may sustain as a consequence of such action.

13.3 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 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 of such recoveries or termination of the contract as stated above.

13.4 Notwithstanding what is stipulated above, CONCOR will have the liberty to terminate the contract by giving advance notice of thirty days to the contractor without assigning any reason.

13.5 CONCOR shall be the sole judge and its decision shall be final with respect to defining the levels of service expected from the contractor for determining satisfactory performance.

14. PAYMENT

14.1 The certificate of **Officer-in-charge** as to the sum payable to the contractor, if he had carried out the work in question under the terms of contracts, shall be final and binding on the contractor.

14.2 Subject to any deductions, which CONCOR will be authorized to make under the terms of the contract that may be applicable while accepting the tender.

14.3 The contractor shall prepare and submit monthly/daily *Bills* in prescribed forms based on the quantum of work. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges due, including income tax at the prescribed rates. The aforesaid payment of the *Bill* will ordinarily be made within twenty days of submission. Delay in payment, however, shall neither entitle the contractor to claim any interest nor provide a basis for termination of contract.

14.4 Payment shall be made through a/c payee cheques drawn in favour of the person/firm/company in whose name the contract is awarded.

14.5 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 hiring bills and from the security deposit or any other amounts due to him. In the event of any such recoveries or 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.

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 three 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.

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 three months from the date on which payment of the original claim thereto was made. Any claim for such under payment not received within the stipulated three-month period shall be liable to be summarily rejected by CONCOR.

16. SERVICE TAX

16.1 DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

16.2 Since service tax is leviable for the services being provided under this contract, therefore the contractor should register themselves with the service tax authorities. Claims for service tax would be entertained only if the contractor is registered with service tax authorities, and submit the proof of depositing service tax in government treasury.

16.3 Deduction of income tax or any other statutory levy at source will be made from the money payable to the contractor on the bills for the work done in accordance with the provisions of the Income Tax Act, 1961, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the contractor.

17. PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

17.1 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 mutually agreed upon or based on the prevailing market rates. The absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to vehicleryout or render such services.

18. ILLEGAL GRATIFICATION

18.1 Any bribe, commission, gift or advantage taken or promised to the taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of CONCOR's shall in addition to any criminal liability that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by CONCOR.

18.2 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall, in addition to any criminal liability that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him.

18.3 The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith to rescind the contract and all other contracts with CONCOR.

18.4 CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and CONCOR.

18.5 Any question or dispute as to the commission of any offences or compensation payable to CONCOR under these clauses shall be settled by the Managing Director of CONCOR in such manner as

he shall consider fit and sufficient and his decision shall be final and conclusive.

19 PROHIBITION AGAINST TAKING WORK FROM CONCOR EMPLOYEES OR GOVERNMENT SERVANTS

19.1 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 person in the employment of CONCOR for the purpose of carrying on this contract and further shall not employ any person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the transport 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.

20 ARBITRATION

20.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, instructions, etc., mentioned in this contract; the quality of workmanship or performance of handling and/or transportation; any other question, claim, right, matter or thing whatsoever in any way rising out of or relating to the contract; specifications, operating instructions, orders or these conditions; and the execution 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 the sole arbitration of some other person appointed by the Managing Director, CONCOR, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course his duties as such he had expressed views on all or any of the matters in dispute or difference.

20.2 The Arbitrator, to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason, the Managing Director, 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 his predecessor left it.

- 20.3 It is also a term of this contract that no person other than a person appointed by Managing Director as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 20.4 Subject as aforesaid, the provisions of the Arbitration 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.
- 20.5 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 his dispute. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 20.6 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.
- 20.7 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.
- 20.8 The Arbitrator shall have powers 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.
- 20.9 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 20.10 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 20.11 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

21. SERVICE DURING THE POST CONTRACT PERIOD

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

22 TERMINATION OF THE AGREEMENT IN THE CASE THE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN COURT OF LAW

22.1 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 damage or compensation on this account.

23 DEATH OF CONTRACTOR

23.1 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.

24. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALISED

24.1 Except as otherwise provided, a verbal or written arrangement, varying or supplementing this contract or any of the terms hereof shall not be binding on CONCOR unless and until the same are endorsed or incorporated in a formal instrument or agreement.

25. NOTICE ETC.

25.1 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 work at Corporate Office. The contractor shall furnish to CONCOR the name(s), designation(s) and address(s) of his authorised representative(s) 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(s) or left at or posted at the address so given. He shall be deemed to have been so given notice in the case of posting on the day on which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

26. GENERAL

26.1 Any clarification in regard to the intent or interpretation of any of the provisions of these terms and conditions shall be sought from the Chief General Manager, North Central Region, CONCOR, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Chief General Manager, North Central Region, CONCOR, whose decision will be final and binding.

27. RATE REVISION CLAUSE

27.1 The contract prices shall remain firm throughout the contract period, except for variation in diesel (HSD) prices. CONCOR will increase or decrease the rates as and when there is change in HSD prices, whether increase or decrease. However, the charges would be effected from the next quarter @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any govt notification, etc. duly supported by documentary evidence.

27.2 First rate revision would be done only after 6 months of commencement of contract, w.e.f. 1st of the month following completion of 6 months of commencement of contract. Subsequent rate revisions would be after six months' interval thereafter. For instance, if a contract commences on say, 16th April 2005, 1st rate revision would be due w.e.f. 1st Nov. 2005, 2nd w.e.f. 1st May 2006, and so on

27.3 The rate revision would be regulated by the following formula:

a) For 1st rate revision

$$\% \text{ Change in contract rates} = (P1 - P0) / P0 \times 100 \times 30 / 100,$$

where

P1 = HSD price on 1st of the month following completion of initial six months of contract (as applicable in city of contract); and

P0 = Base HSD price on the last date of submission of tender (in the city of contract)

b) For subsequent six monthly rate revisions

$$\% \text{ Change in contract rates} = (P1 - P0) / P0 \times 100 \times 30 / 100, \text{ where}$$

P1 = HSD price on due date of next escalation (as applicable in city of contract); and

P0 = Base HSD price on the last date of previous escalation (in the city of contract)

ALL TERMS AND CONDITIONS LISTED FROM PARA 1 TO 26 IN THIS CHAPTER, AND IN THE OTHER CHAPTERS AND ANNEXURES OF THIS TENDER DOCUMENTS IN TERMS OF PARAGRAPH 1.3 OF THIS CHAPTER, HAVE BEEN READ CAREFULLY, UNDERSTOOD AND ACCEPTED.

SIGNATURE OF TENDERER _____

FOR AND ON BEHALF OF _____

NAME _____

DESIGNATION _____

ADDRESS _____

_____ PIN CODE _____

TELEPHONE NO/NOS _____

FAX/TELEX NOS _____

ANNEXURE-I

(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)

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

**AGREEMENT FOR ACTING AS CONTRACTOR FOR SUPPLY OF Vehicle
FOR OFFICIAL USE ON Monthly/Daily BASIS FOR CONTAINER
CORPORATION OF INDIA LTD., NOIDA.**

Contract Agreement No. _____ Dated _____

An agreement made this _____ Day of _____ Two Thousand and Six 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) having its registered office at CONCOR BHAWAN, C-3, Mathura Road, New Delhi, represented herein by the Chief General Manager (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 Representative, Successors and Assignees) on the other part for the purpose of performing the work of supply of Vehicles for official use on monthly/daily basis at NOIDA at the rates and under the terms and conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with the 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, vehiclee and diligence in a workman like manner to the satisfaction of CONCOR and will vehicleryout the work in accordance with the terms and conditions of contract with effect from _____ day of _____, 2005 upto _____ of _____ 2005 and will observe, fulfill 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 observe and honour 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 duty 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.

CONTRACTOR

CHIEF GENERAL MANAGER

FOR AND ON BEHALF OF
THE CONTAINER CORPORATION OF INDIA LTD.,

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

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

ANNEXURE-II

LETTER OF SUBMISSION OF TENDER

To,
The Chief General Manager ,
Container Corporation of India Ltd.,
502, P-5, OceanPlaza, Sector-18
NOIDA

Sub: **Tender for contract for supply of Vehicles for official use on monthly/daily basis at NCR, NOIDA.**

Dear Sir,

Subject to the conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for supply of Vehicles for official use on daily basis I/We are familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate.

1. The following certificates/documents along with separate list of the same are enclosed:
 - A. Detailed list of documents indicating documents/statements submitted as part of Tender in terms of paragraph ____ of the chapter on **General Instructions to Tenderers**.
 - B. Crossed demand draft No.....dated.....for Rs.94,000/- (Rupees Ninty four Thousand only) drawn onin favour of Container Corporation of India Ltd., New Delhi, towards earnest money.
 - C. Experience certificates.
 - D. Documents indicating ongoing contracts in hand.
 - E. Documents regarding financial standing of the firm/company.
 - F. Powers of Attorney (if required).
 - G. Statement of Equipments and Vehicles (with all papers required under law) owned and proposed to be deployed for work under the contract.
 - H. Copy of Certificate of Registration to act as a Travel Agency.
 - I. Copy of certificate of service tax registration.
 - J. Proof of vehicle regarding old not more than 03 years.
 - K. Proof of being a Registered Travel Agency, if any.

The tender document with all pages intact and duly signed by me/us or my/our authorized representative as described in paragraphs ____ to ____ of the chapter on **General Instructions to Tenderers**.

2. I/We agree to keep this tender open for a period four calendar months from the date fixed for opening the same and shall not be withdrawn from the said period of 120 days or until a contract for the said work is fully executed with a third party, whichever is earlier.
3. The **Schedule of Rates** (Annexure–III) duly filled and signed by me/us.
4. I/We do hereby declare that the entries made in the tender document and the annexures attached therein are true.

Yours faithfully,

SIGNATURE OF THE TENDERER/S

SIGNATURES OF WITNESSES

1.....

1.....

2.....

2.....

TENDERER'S ADDRESS

ADDRESSES OF WITNESSES

1. _____

 2. _____

TELEGRAPHIC ADDRESS: _____

TELEPHONE NUMBERS: _____

CONTAINER CORPORATION OF INDIA LTD
SCHEDULE OF RATES

To,
The Chief General Manager ,
Container Corporation of India Ltd;
502, P-5, Ocean Plaza, Sector-18
NOIDA

Subject: Offer for supply of vehicles for official use at NCR

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

SCHEDULE-I

Name of work: Supply of Non AC Car (Indica) on monthly basis at NOIDA/Greater NOIDA

	Description	Unit	Basic rates for Non AC Car(in fig.)	Amount in words
A	Local – upto 2500 kms – 27 days a month	Per month		
(a)	Beyond 2500 kms	Per km		
(b)	Extra duty hrs after performing of 11 hrs of duty i.e between 8.00 to 19.00 hrs	Per hrs		
(c)	Night duty between 23.00 hrs to 5.00 hrs	Per hrs		
(d)	Over night stay at out station (Out of (NCR)	Per night		
(e)	Extra day beyond 27 days	Per day		

Rates for Daily basis

	Description	Unit	Basic rates for Non AC car	Amount in Words
A	Local - Cars			
(a)	Full day up to 80 KM/8 hrs.	Full day		
(b)	Half day up to 40 KM/4 hrs.	Half day		
(c)	Extra Kms. after 80/40 Kms	Per KM		
(d)	Extra duty hours after 8/4 Hrs. only	Per hour		
B	Out Stations - Cars	Per Km		
	Night Halt	Per Night		

Schedule II

Supply of Mini Bus at Greater NOIDA(Seating capacity of 32 persons)

	Description	Unit	rate	Amount in words
A	Pick-up of staff from Sector 5, Custom Office, NOIDA at 8.45 am and dropping them to ICD/Dadri enroute Sector-37, Bhangel, NEPZ, Yamaha Crossing and vice-versa at 18.00 hrs	Per month		
B	Extra Km	Per km		
C	Extra hrs	Per hrs		

Schedule III

Supply of Utility Van-Mahindra Pick-up or equivalent at Greater NOIDA

	Description	Unit	rate	Amount in words
A	Utility Van for for 24 hrs which will be placed inside the yard and will be readily available all the time to carry staff, equipments, POL etc inside the yard	Per month for 3000 kms		
B	Beyond 3000 kms	Per km		

Schedule IV

Supply of Toyota Qualis or equivalent

	Description	Unit	rate	Amount in words
A	Toyota Qualis or equivalent vehicle for dropping personnel beyond 18.00 hrs working. Area for dropping will be NOIDA/Greater NOIDA/GZ/FBD on call basis	Per km		

P.S : In case there is difference in amount quoted in figures or words, lowest of the two will be considered.

Annexure-IV

UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER DOCUMENT FROM CONCOR'S WEBSITE ON THE LETTER HEAD OF THE BIDDER.

**Chief General Manager
NorthCentral Region
Container Corporation of India Ltd.
502, P-5, Sector-18
NOIDA**

I/We..... the authorized signatory of the.
.....(Name of
Company/Firm/Association) certify that no addition/modification/alteration has been made in the original document down loaded from CONCOR website. If at any stage, alteration/modification is noticed in the Original Document, I/We will abide by terms and conditions contained in the original tender document, failing which CONCOR reserves the right to reject the tender and / or cancel the contract.

Signature of the authorized signatory.

With seal

ANNEXURE V

BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at CONCOR BHAWAN, C-3, Mathura Road, Opposite Apollo Hospital, Delhi acting through Chief General Manager, with office at 502, P-5, Ocean Plaza, Sector – 18 Noida, having agreed to permit M/s..... (Hereinafter called the said Cargo Handling Operator) to handle cargo at Inland Container Depot, Dadri on its behalf as custodians of the export/import cargo on the terms and conditions of the agreement dated made between..... and..... on production of a Bank Guarantee for Rs..... (Rs..... only), we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (an promise) to pay to Container Corporation of India Ltd. an amount not exceeding Rs..... against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd. by reason of any failure or the Cargo Handling Operator to carry cargo safely in contravention of the terms and conditions contained in the said agreement.

2. We....., Bank, do hereby undertake and promise) to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, North Central 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 Cargo Handling Operator's failure to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs..... The guarantee shall expire on

3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 4 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.
 - (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.

 - (b) Provided that we..... bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three)

months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we..... Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

4. We..... 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 said handling and transport contractor 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 Cargo Handling Contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Handling 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.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd. in writing.

Date :

Officer's signature with Bank seal