



**CONTAINER CORPORATION OF INDIA LTD.  
(A Govt. of India Undertaking)**

**Tender papers**

**For**

**Award of license for Motor Vehicle Stand  
For**

**Inland Container Depot  
Tughlakabad, New Delhi**

TENDER DOCUMENT PRICE : Rs 1,000/-

**TENDER FOR LICENSE FOR MOTOR VEHICLE STAND AT INLAND CONTAINER DEPOT, TUGHLAKABAD, NEW DELHI FOR A PERIOD OF 24 MONTHS FROM THE DATE OF AWARD OF CONTRACT.**

- 1) SERIAL NUMBER ASSIGNED TO THE TENDER FORM : \_\_\_\_\_
- 2) DATE OF SALE/ISSUE : 26.12.2005 to 16.1.2006
- 3) NAME OF THE APPLICANT TO WHOM ISSUED : \_\_\_\_\_
- 4) FULL ADDRESS OF THE TENDERER : \_\_\_\_\_

.....

Full signature of the  
Official Issuing Tender Form

Official seal

Name in block letters.

Designation.....

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 1500 HRS ON 17.1.2006, AT THE OFFICE OF CHIEF GENERAL MANAGER, NORTHERN REGION, INLAND CONTAINER DEPOT TUGHLAKABAD.

TENDER CONTAINING PRE QUALIFICATION BIDS WILL BE OPENED AT 1530 HRS ON 17.1.2006 AT THE ABOVE ADDRESS.

(SIGN OF THE TENDERER) (CHIEF GENERAL MANGER)  
CONTAINER CORPORATION OF INDIA LTD

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This tender document consists of 28 pages. The tenderer are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending tenderer and embossed with official seal at the time of submission.

**CHAPTER-I**  
**TENDER LETTER**

Dear Sir,

The complete set of tender papers for the license for “Motor Vehicle Stand ” for ICD (Inland Container Depot) of CONCOR (Container Corporation of India Ltd.), Tughlakabad, New Delhi is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

- Chapter 1 - Tender Letter
- Chapter 2 - Instructions for submission of tenders
- Chapter 3 - Scope of work & Terms & conditions governing the contract
- Annexure I - Letter of submission of tender
- Annexure II - Schedule of Rates
- Annexure III- Draft Agreement

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in **two separate sealed envelopes**. The first sealed envelope should contain all the documents listed in the chapter 2 on ‘Instructions for submission of tenders’. Please ensure that all the documents listed in this chapter are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly super- scribed as **“Pre-Qualification Bid”**.

The second sealed envelope should contain only the Schedule of Rates (Annexure II) completely filled by you as mentioned in Para 4 of the Chapter 2 on Instructions for submission of tenders. Please ensure that you or your authorized representative signs each page of the Schedule of Rates before submitting it. This envelope should be clearly super-scribed as **“Financial Bid”**.

Both the sealed envelopes should again be sealed in one envelope and duly super scribed as “Tender for Motor Vehicle Stand ” for ICD, Tughlakabad. This envelope duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi on or before 1500 hrs on 17.1.2006. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

Please note that the tender offers will be taken out from the box at 1530 hrs on the same date and venue in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

The envelopes containing the “**pre-Qualification Bids**” only be opened at 1530 on 17.1.2006. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers. The envelopes containing the “**Financial Bids**” of such tenderers who qualify after consideration of the “**Pre-Qualification Bids**” will be opened on a subsequent date and time to be notified to the suitable tenderers. Any offer received after 1500 hrs but before the opening of tender box at 1530 hrs will be considered to be a delayed/late tender. CONCOR reserves the rights to consider or reject such tenders.

CONCOR reserves the right to

- Accept or reject any or all the Pre-Qualification Bids in part or in full without assigning any reasons.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest without assigning any reasons.
- CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the over all interest on CONCOR and the trade.
- CONCOR reserves the right to pass over a tenderer who may be in same line of business i.e. competing with CONCOR.
- CONCOR reserves the right to disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units.

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 with Terms and Conditions.

You are requested to visit the site of the ICD/Tughlakabad to make yourself more conversant with the site conditions, road approaches etc.

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

Chief General Manager  
Northern Region  
for and on behalf of Container Corporation of India Ltd

## CONTAINER CORPORATION OF INDIA LTD.

### Chapter - 2

#### INSTRUCTIONS FOR SUBMISSION OF TENDER

##### 1. PREAMBLE

The work tendered for includes round the clock parking service for Light Motor Vehicles such as two wheelers and cars in parking area as specified by Concor for the purpose; and will regulate their smooth entry and exit from all side under the overall supervision of Chief General Manager, Northern Region, Tughlakabad which is under the management of Container Corporation of India Ltd., with Corporate Office at **CONCOR Bhawan, C-3, Mathura Road ,Opposite Apollo Hospital, New Delhi-110076 Delhi**. The details of the work required to be done are described in “Scope of Work” inChapter-3

##### 2. BONAFIDE OFFERS

The Tenderer should be a bonafide Parking operator, which shall mean an entity:

- (a) having required previous experience of work(minimum two years) that is manning of Parking in parking lots owned by Govt./Semi-Govt./PSU's/Autonomous bodies. Experience should be supported with copies of work orders/ experience certificate for having worked as parking contractor with such organisations during the past two years. Only one year will be counted if a contractor is working at various places in the same year.
- (b) Having sound financial standing/credibility as described in para 6 below.
- (c) **PAN Number, EPF Account no. and ESI registration number.**
- (d) Meeting all other requisites laid down in this chapter elsewhere.

##### 3. TENDER DOCUMENT

The Tender Document will consist of all documents listed in the table of Contents on page no.3.

These must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. Incomplete or conditional tender is also liable to be rejected.

#### 4. SUBMISSION OF TENDERS – TIME LIMIT/MODE

4.1 The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and superscribed as “Prequalification Bid for license for Motor Vehicle Stand at ICD/Tughlakabad”. This should contain all the information including details of present business, and financial standing which would enable CONCOR to decide on credentials of the tenderers for performing/doing the job besides earnest money (para 4 of Chapter – 3) and other documents listed below in para 4.1.1 and elsewhere in this chapter. The second part will consist of the “Financial Bid” for Contract for Motor Vehicle Stand at ICD/Tughlakabad” and should be super- scribed on the second envelope as such. Both the envelopes should be sealed in one envelope and duly super- scribed as " Contract for Motor Vehicle Stand at ICD/Tughlakabad” and addressed to Chief General Manager, **Northern Region**, ICD/ TKD.

4.1.1 The following documents must be submitted in the pre-qualification bid :

- (a) Letter of Submission of Tender.
  - (b) Crossed Demand Draft of Rs 20,000/- towards Earnest Money Deposit .
  - (c) Experience Certificates for period of two years from the organisation in original, in accordance with para 5 of chapter 2.
  - (d) Documents indicating ongoing contracts in hand, if any.
  - (e) Documents indicating financial ability of the firm/company for undertaking the work tendered for i.e audited financial statements of the firm/company ,PAN card, income tax return in accordance with Para 6 of Chapter 2.
  - (f) Papers indicating constitution of the firm/s and the requisite Power/s of Attorney, if required.
  - (g) Solvency certificate of Rs.15 lakhs from a Scheduled bank in sealed cover addressed to CONCOR
  - (h) This Tender document with all pages intact except SOR duly signed and embossed with official seal. The Tender document must be properly numbered and binded.
  - (L) Evidence of authority of the person signing tender papers and any contract resulting there from.
  - (M) The tenderer should ensure that all the necessary documents are submitted in the original and countersigned by him or his authorized representative. In rare case, where it is not possible to submit original documents, the tenderer may submit photocopies duly notarized or certified by a gazetted officer of Govt of India. However, the original documents shall be submitted by the tenderer for scrutiny and verification by CONCOR at any time during consideration of the tenderer and failure to do so may result in rejection of the tender.
- 4.1. The following documents shall be submitted in the financial bid.  
The schedule of rates given at Annexure-‘II’ duly filled in & signed by the tenderer.

- 4.2 The tenders duly completed as described in para above must reach the designated office of Chief General Manager, Northern Region, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad up to 1500 hrs. on 17.1.6, positively. Tenders received after 1500 hrs. on 17.1.2006 will not be considered.
- 4.3 Any tender delivered or sent otherwise will be at the risk of tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day.
- 4.4 The tenders will be opened at CONCOR's office, located at the above address at 1530 hrs. on 17.1.2006. Only the envelope containing the pre-qualification bids will be opened on the due date.
- 4.5 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by Telegram will not be considered. The Chief General Manager, CONCOR, reserves the rights to extend the date of submission and opening of tender.
- 4.6 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorised signatory as described in sub paras above.
- 4.7 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-3 on "Scope of Work" and "Terms & Conditions". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Parking contract, or did not understand or did not have full knowledge of site conditions, method of working of ICD, various laws applicable to the work relating to DCT/ICDs/CFSs etc., labour laws and local labour practices etc.
- 4.8 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 cutting on each page must be mentioned on the bottom of each page.
- 4.9 The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- 4.10 CONCOR reserves the right to retender or modify the terms and condition of the tender.
- 4.11 Tenderer shall not decrease his/their quoted rates. In case the CONCOR administration negotiates for higher rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.

- 4.12 Any variation, addition and/or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 4.13 The rates quoted in the schedule of rates must be quoted in both words and figures. If there is variation between the rates quoted in “figures” and in “words” only the rates quoted in words shall be taken to be as correct and valid. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 4.14 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.15 Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with the official seal at the time of submission.
- 4.16 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

## **5. PREVIOUS EXPERIENCE OF TENDERERS**

The tenderer should enclose documents and certificates in proof, to the satisfaction of CONCOR of having required previous experience of work, that is, manning of Parking in Govt./Semi-Govt./PSU's/Autonomous bodies for a minimum period of two years (from year 2003 onwards) his technical ability and financial ability to undertake the work of the magnitude tendered for. The experience should be in the same name/firm/composition in which it is applying for this contract Tenders, which are not supported by satisfactory credentials, will not be considered.

## **6. FINANCIAL CREDIBILITY OF FIRM**

- 6.1 The tenderer should have an average annual turn over of not less than Rs.5. lakhs (Rs. Five Lakhs only) annual turnover for a minimum of two years (in its business in the same name in which he is submitting his offer) during the past three years i.e. FY 2002-03, 2003-04 and 2004-05.
- 6.2 The financial statements like Profit & Loss account, and Balance sheet for at least two of the above three financial years, duly audited, should be submitted.
- 6.3 Tenderer should have a permanent Income Tax Number(PAN) and a copy of the PAN Card should be submitted. Certified copies of the latest Income Tax Return should also be submitted along with the tender form.

- 6.4 A solvency certificate of Rs.15 lakhs from a scheduled bank should be submitted in original in a sealed cover additional to CONCOR.

## **7. CONSTITUTION OF THE FIRM**

- 7.1 The tenderers who are the constituents of a Firm, Partnership/Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership deed. Cooperative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 7.2 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.
- 7.3 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case the certified copy of the Power of Attorney shall accompany the tender application/document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/document.
- 7.4 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing Director or the duly authorised person holding the Power of Attorney for signing the application in which case a certified copy of the Power of Attorney shall accompany the application/document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as articles of association of its existence before the contract is awarded.
- 7.5 The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 7.6 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in sub-para 7.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

## **8. STUDY OF LOCAL CONDITIONS**

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

## **9. VALIDITY OF OFFER**

- 9.1 The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his 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 said stipulation, the amount of earnest money under para 4 of chapter – 3 shall be liable to be forfeited by CONCOR.

## **10. ACCEPTANCE OF TENDER**

- 10.1 The authority for acceptance of the tender documents and tendered rates will rest with the Chief General Manager of Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the highest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 10.2 Acceptance of tendered rates will be communicated by Cable /Telex/Telegram/ Express Letter or Formal Acceptance of tender. In case where acceptance is indicated by Cable/Telex/Telegram or Express Letter, the Formal Acceptance of tender will be forwarded to the contractor as soon as possible, but the Cable/Telex/Telegram or Express Letter should be deemed to conclude the contract.
- 10.3 The tender documents in which tender is submitted by a tenderer shall become the Property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 10.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 10.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.
- 10.6 If tenderer deliberately gives wrong information or conceals any information/facts in his tender which shall be favourable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

## **11. EXECUTION OF CONTRACT DOCUMENT**

- 11.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Northern Region, Container Corporation of India Ltd.

Tughlakabad 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 within ten days of the date of issue of communication from the CONCOR's Office and start the work by the stipulated date in the letter of intent. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

- 11.2 The date of takeover of the work from the previous licensee will be deemed as the date of commencement of the contract.
- 11.3 The tenderer shall treat the contents of the tender documents as private and confidential.

**12. POSTAL ADDRESS FOR COMMUNICATION**

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

**CHIEF GENERAL MANAGER**  
*For and on behalf of*  
*Container Corporation of India Ltd.*

# CONTAINER CORPORATION OF INDIA LTD.

## Chapter - 3

### SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE LICENSE

#### 1. PREAMBLE

The work tendered for includes round the clock parking service for Light Motor Vehicles such as two wheelers and cars in parking area as specified by Concor for the purpose; and will regulate their smooth entry and exit from all side under the overall supervision of Chief General Manager, Northern Region, Tughlakabad which is under the management of Container Corporation of India Ltd., with Corporate Office at **CONCOR Bhawan, C-3, Mathura Road ,Opposite Apollo Hospital, New Delhi-110076.**

Illustrative nature of work required to be done by contractor at Container Depot is as under:

#### 2. SCOPE OF WORK

The licensee will be required to provide round the clock parking service for Light Motor Vehicles such as two wheelers and cars in parking area as specified by Concor for the purpose; and will regulate their smooth entry and exit from all sides.

#### 3. DURATION OF CONTRACT

- 3.1 At the initial stage, the license shall be awarded for a period of 24 months from the date of commencement of contract. CONCOR will have discretion for extending it for another 2 (two) year on mutually acceptable terms and conditions and rates at the sole discretion of CONCOR management.
- 3.2 However, it will be obligatory on the part of licensee to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (four) months or till the new contract is finalized, whichever is earlier.
- 3.3 Provided always that it will be always lawful for CONCOR to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which licensee may suffer by means of such termination by giving the licensee two months prior notice in writing of its intention to terminate the agreement.
- 3.4 In the event of the earlier termination of the agreement in terms of clause 3.3 above, all payments made by the licensee to Concor in terms of this agreement and Security Deposit here before shall stand forfeited to Concor and the licensee shall have no claim whatsoever thereto.

#### 4 EARNEST MONEY

- 4.1 The tenderer will be required to deposit a sum of Rs 20000/- (Rs. Twenty thousand only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR.
- 4.2 The Deposit as referred to under para 4.1 above shall be made by pay orders or demand drafts made out in favour of Container Corporation of India Ltd. payable at New Delhi and valid for a minimum period of six months after the date of issue.
- 4.3 Pay orders/ demand drafts should be enclosed along with pre-qualification bid documents of the tender. The pre qualification bids themselves will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.
- 4.4 No interest shall be allowed on the earnest money deposited and also on security deposit as referred to under Para below.
- 4.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in Para 6.1 hereof. Subject to the condition stipulated in Para 4.1 above, the earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalized.
- 4.6 Should a person, whose tender has been accepted, declined or failed to remit the security deposit and/or execute an agreement and take up the contract within 10 days of the date of communication of acceptance of his tender in his favour, the Earnest money deposit mentioned above will be forfeited in full by CONCOR without prejudice to any further rights of remedies in this regard for breach of contract

#### 5 REQUIREMENTS.

- 5.1 The licensee is/are required to regulate the entry, parking and exit of all light motor vehicle in Parking area as specified by Concor to this effect.
- 5.2 The licensee will charge parking fee from such vehicle at the rates mentioned below:

S.No.	Category of vehicle	Rates	
		Per day	Per month
1	Bicycle	Rs 2/-	Rs 40/-
2	Scooter/Motor Cycle	Rs 4/-	Rs. 80/-
3	Car/Jeep Etc.	Rs. 10/-	Rs.200/-

**Note: Charging of parking fee at any rate in excess of those mentioned above, or concealment of the above mandatory information amounts to violation of the terms and conditions of the contract beside action for cancellation of the contract/black-listing of the contractor and imposition of penalty.**

- 5.3 The above charges shall be levied on all vehicle entering into the earmarked parking zone of CONCOR except CONCOR employees/ staff cars and vehicles of customs employees and staff cars to be parked in the nominated area only.
- 5.4 The Chief Manager, ICD, Tughlakabad reserves the right to change the rates (increase or decrease) as mentioned at above Para (ii) at any stage even during the currency of the contract period. However, CM will exercise his discretion of altering the rates under such facts and circumstances, which is in public interest.
- 5.5 The Licensee will be required to submit complete parking arrangement details. Concor reserves the right to decide the modalities and procedures for such parking arrangements. Proper and orderly parking and entry/exit from the parking area must be ensured.

## **6. SECURITY DEPOSIT**

- 6.1 The successful tenderer whose rates are finally accepted must deposit as Security Deposit for successful performance under the contract, a sum of Rs 1,50,000/- by pay order or DD in favour of “Container Corporation of India Ltd. New Delhi” within 10 days from the date of the communication of award of contract of tenders and execute an agreement in the prescribed form. If he declines or fails to remit the additional amount towards Security Deposit, the entire amount of Rs.20,000/- of EMD adjusted towards Security Deposit will be forfeited.
- 6.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to adjust/recover any loss and/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 to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 6.3 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, without prejudice to CONCOR’s right to rescind the contract and other rights and remedies warranted by law.
- 6.4 The Security Deposit shall, subject to any deduction that may be made therefrom, be returned to contractor within four calendar months after completion of contract and on issuance of “NO DUES CERTIFICATE” by the . Sr Manager (D). However, even if there is any delay the Contractor will not be entitled to any

interest.

- 6.5 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 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 CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The parking contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.
- 6.6 No interest will be payable on Security Deposit.
- 6.7 Chief General Manager, Northern Region, may, at his discretion, increase the amount of Security Deposit proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit referred above in para 6.1.

7. **VOLUME OF BUSINESS.**

- 7.1 The tenderer should bid the amount by considering its entire potential to attract users. CONCOR will not be responsible for any decline in the potential of the business at the parking site for any extraneous reasons. Any claim for remission on the basis of harm to business interest on any extraneous conditions/reasons shall be summarily rejected by the CONCOR and the licensee shall not be entitled to make any claim/remission on that account.
- 7.2 The tenderer shall inspect the parking site which will be given on “as is where is” basis and may obtain clarifications, if any, regarding the same to satisfy himself fully offering bid for the same.

8. **PAYMENTS.**

- 8.1 The licensee shall deposit the license fee in advance every month in cash/bank draft by 10<sup>th</sup> of every month. All payments should be made in favour of Container Corporation of India Ltd.
- 8.2 The tax applicable over the license fee under TCS regulations will be remitted to CONCOR by the parking contractor along with the monthly license fees for payment to Central Government.
- 8.3 In case the licensee makes default in depositing the monthly installment and advance within seventh day of the month, the licensee shall be liable to deposit the same with a late fee of 5% on the amount due, in case the licensee does not make payment within the month, then the licensee shall pay interest @ 14% p.a. on the amount due, over and above late fee of 5%. In case of two defaults or defaults continuing, the contract shall be liable to be terminated by Chief General Manager.
- 8.4 In case of an increase/decrease in the rates of parking fees by the licensor, the monthly license fee will also be revised proportionately and the decision of Chief

General Manager, Northern Region shall be final in this regard and binding on the licensee.

- 8.5 CONCOR reserves the right to reduce the area of operations/parking for its usage. However, if the area is reduced by more than 15%, the license fee shall be proportionately reduced by 0.5% for every 100sqm.reduced.
- 8.6 The Chief general Manager, Northern region is the person who shall be empowered to consider waiver of the above mentioned interest/ penalties on any account either in part or in full at his sole discretion.

## **9 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- 9.1 For the purpose of this agreement unless contrary Intention appears from the subject or context, the Terms “Motor Vehicle Stand” will consist of ground area measuring 5160 sqm at the existing site of Scooter-motor cycle/motor car stand at the ICD Complex. Concor, however, reserves the right to alter the location and the measurement of the said land if necessary without assigning any reason and no compensation will be granted to the licensee on this account.
- 9.2 The licensee shall display a sign board indicating “CONCOR Car/Two-wheeler parking” and the parking charges as detailed in clause 5.2. The signboard will also display the name of the licensee with address and telephone numbers, duration of the license as also the place of availability of complaint register. Protection and visibility of the signboards will be the responsibility of the licensee. No other display/notices shall be put up by the licensee without obtaining approval of CONCOR.
- 9.3 The licensee shall not use the said parking area for any purpose other than parking and safe custody of Scooters, motorcycles, Motorcars cycles of public visiting ICD complex. The licensee shall further keep it neat and clean and tidy and shall not occupy any land beyond what is specified in clause 8(1) above. Under no circumstances shall cargo, containers, Cranes, forklifts, be allowed to be grounded/ operate in the designated parking area.
- 9.3 Any encroachment by the licensee on any CONCOR’S land other than the land allotted for parking of vehicles will constitute breach of the terms of the licensee agreement entitling Concor to terminate the license. In such event licensee shall also be liable to pay damages to the Concor at the rate of 14% of the market value of land encroached upon by the licensee and hand over possession thereof to CONCOR.
- 9.4 The licensee shall pay all taxes and assessment whatsoever payable or hereinafter to become payable to the Govt. or Municipality in respect of the said parking stand. The licensee shall not make any additions or alterations in the said parking stand and shall be directly responsible for any damages to ICD Complex premises occupied by him or to any other CONCOR’S property in his charge or

occupation, when such damages are due to any fault, neglect or carelessness on the part of the licensee or of his Agents or servants, he shall be liable to pay the cost of such Damages to CONCOR as assessed by Chief Manager, Inland Container Depot, Tughlakabad, or any other officers of Concor authorized on behalf by CM whose decision upon any question in this connection shall be final, whether such question is as to the liability of the Licensee or to the amount of damage to be paid by him.

- 9.5 The parking area shall remain open throughout day and night and licensee shall recover the charges for safe custody of vehicles and helmets kept in the stand at the rate as mentioned in clause 3(ii) above. The charges shown in clause 3(ii) shall have to be got printed on front portion of the coupons to be supplied to the users of Motor Vehicle Stand and any disregard to this condition will be considered as breach of agreement.
- 9.6 A wooden khokah of dimension not exceeding 10'x8' shall be constructed by contractor himself at the site. He can remove the same after the expiry of the contract period. The licensee shall ensure that the site is used in such a way that it does not disturb the smooth passage of the vehicles passed there.
- 9.7 The licensee shall record the time of deposit of the vehicle on both portion of coupon i.e. customer portion and record portion.
- 9.8(a) In case the site, either in part or fully, is required by the Chief Manager, TKD, the licensee shall hand over the vacant possession of the site at once.
- (b) CONCOR reserves the right to revise the area and change the site of parking stand in the vicinity during the currency of the contract.
- (c) The license shall not interfere with the work of construction by the licensor of any drain, pipe or cable etc.
- 9.9 The licensee shall display the authorized charges as mentioned in clause 3(ii) above and shall also put up a notice displaying that Concor has only licensed the premises for parking of vehicle and the users are advised that their transaction is with the licensee and not with Concor. Concor takes no responsibility for the loss and damages to the vehicle deposited or parked at this stand. Any vehicle of which delivery is not taken within three days of due date shall be handed over to the police. The licensee shall put no other display/notices without obtaining approval of Concor.
- 9.10 The licensee shall be directly responsible for all claims, which may be preferred by any owner of a motor vehicle or helmet. In event the licensee fails to make payment of full value of any loss or damage of the Motor vehicle sustained while the vehicle is in his custody such failure shall be treated as constituting breach of the terms and conditions of the agreement and will render the contract liable to termination and security deposit liable to forfeiture.

- 9.11 The licensee shall at all time keep Concor indemnified against all claims and shall reimburse to Concor, demands, suits, damages costs charges and expenses whatsoever which the licensee may sustain or incur by reason or in Consequence of any injury to any persons or to any property resulting directly or indirectly for any act of commission on the part of the licensee, his servant or employee or in the conduct of the business for the purpose of which this license is granted.
- 9.12 The licensee shall not sublet, assign or transfer the privilege under this license of the room and land or any portion thereof. The licensee shall accept full and exclusive liability for wages, PF, Bonus, leaves, etc. for the personnel deployed by them under the laws now and thereafter imposed by the appropriate government/authorities. Concor will not have any liability whatsoever concerning the persons deployed by the licensee for the purpose. The licensee shall keep Concor indemnified against all losses or damages or liability arising out of or imposed in the course of employment of such person.
- 9.13 The licensee shall make regular and full payment of wages, and any other payments due to their employees.
- 9.14 The licensee shall comply with all the statutory requirements in respect of engaging personnel, their service conditions, rules and regulations, and all liabilities under the various labour laws and rules made there under shall be that of the licensee, 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.
- 9.15 The licensee shall be responsible to comply with the provisions of the Motor Vehicle act, 1988 and any other law or rule for the time being in force relating to custody and parking of motor vehicle.
- 9.16 The licensee shall not employ minor or any person of bad character and he shall arrange for the character verification of each individual employed by him by the police at his own cost.
- 9.17 The licensee shall maintain a complaint register duly paged at site and shall make it available to the vehicle owners to note down the complaints. The licensor shall have the right to check the complaint book as and when required. The complaint register will be kept properly and place of its availability shall be mentioned on the sign-board.
- 9.18 The licensee will provide at his own expense such establishment, token and registers as will be necessary for the safe and efficient discharge of the undertaking.

- 9.19 That the licensee's employee shall always appear in clean clothes, preferably khaki drill and Badge on his left arm. The licensee himself at his own cost will supply the uniform and badges.
- 9.20 The licensee shall maintain proper records in the prescribed proformas or registers as required by CONCOR.
- 9.21 In case of any dispute/difference arising out of the terms and conditions mentioned above, the same should be referred to the Chief Manager, ICD, Tughlakabad, whose decision shall be final.

**10 PROVISION OF STAFF:**

- 10.1 The contractor shall provide, at his own cost, all employees with necessary identity cards and distinctive name badges/uniforms, which they shall display on their person to distinguish them from unauthorized persons.
- 10.2 Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this contract and shall employ only such persons whose characters has been verified by police. He shall, on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.
- 10.3 The official in-charge of Inland Container Terminal shall be at liberty to object to and require the contractor to remove forthwith from the terminal any person employed by the contractor if, in the opinion of official incharge of Container terminal, such person is disobedient/insubordinate or mis-conducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor at Container Terminal without the written permission of official incharge of Container Terminal. Any person so removed shall be replaced by a competent substitute. The decision of official incharge of Container Terminal shall be final and shall not be questioned on any ground whatsoever.
- 10.4 Insurance of all the employees will be responsibility of contractor.
- 10.5 The contractor shall at all times during the contract indemnify CONCOR against all claims that may be made under the following under mentioned acts or any statutory modifications thereof.
1. The Payment of Wages Act, 1936
  2. The Factory Act, 1948
  3. The Workmen's Compensation, 1923
  4. The Employees Provident Fund Act, 1952
  5. The Contract Labour (Regulation and Abolition) Act, 1970
  6. The Payment of Bonus Act, 1965

7. The Payment of Gratuity Act, 1972
8. The Equal Remuneration Act., 1976
9. The Employees State Insurance Act, 1948
10. The Industrial Disputes Act, 1947.
11. The Employment of Children Act, 1938
12. The Motor Vehicles Act,

## **11 SAFETY/PRECAUTIONS**

- 11.1 It shall be the duty of the licensee to acquaint himself with all safety regulations.
- 11.2 The licensee 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.
- 11.3 CONCOR will not be liable to pay to the Staff/Labour of licensee for the injuries/death while performing duty. In case, CONCOR is to incur any liability, same will be recovered from the licensee.

## **12. DEATH OF CONTRACTOR**

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the licensee'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.

## **13. SUBLETTING NOT ALLOWED**

The licensee shall not sublet, transfer or assign the license 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 licensee and all expenses borne on this account shall be recovered from him.

## **14 UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF**

- 14.1 The licensee shall work in close consultation with and as per guidance and direction of Chief Manager/ICD.
- 14.2 In addition, in the event of unsatisfactory service or any failure at any time on the part of licensee to comply with the terms and provisions of this license to the satisfaction of CONCOR ( who shall be the sole judge and whose decision shall be final.) The licensee shall be liable to be fined up to Rs. 5,000/- (Rupees five Thousand only) on every single occasion on the sole discretion of the nominated CONCOR official.

- 14.3 The licensee shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the licensee. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency and all expenses incurred on this account shall be at the sole risk and responsibility of the licensee and shall be recovered from any money due to him or from his security deposit.
- 14.4 In the event of licensee's employees going on strike, CONCOR shall be at liberty to carry on work under this agreement through any other agency directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of licensee and shall be recovered from any money due to him for from his security deposit referred to in this agreement.
- 14.5 The licensee shall be liable to be fined upto Rs. 5,000/- (Rupees Ten thousand only) on each occasion at the sole discretion of the officials of CONCOR for unsatisfactory service or any lapses, misconduct on part of his employees, servants or workers in day to day working.
- 14.6 Further more in case of repeated failures/unsatisfactory performance on part of licensee, it shall be open for CONCOR to give a show cause notice to the licensee for replying for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the licensee the license can be terminated immediately. In the event of such termination of the license, CONCOR shall be entitled to (i) forfeit the security deposit as it may consider fit, (ii) get the balance work done at the risk and cost of the licensee by making an alternative arrangement as deemed necessary and (iii) recover from the licensee any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the licensee by CONCOR under this or any other of his license with CONCOR anywhere in India or otherwise. The licensee shall have no claim whatsoever against CONCOR in consequence of the termination of license as stated above.

- 14.7 The Chief General Manager, CONCOR is the person who shall be empowered to consider waiver of the above mentioned penalties on any account either in part or in full at his sole discretion.

## **15. ARBITRATION**

- 15.1 In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Managing Director. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of

- his duties as such he had expressed views on all or any of the matters in dispute in reference
- 15.2 Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 15.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 15.4 The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the parking contractor shall be withheld on account of such proceedings.
- 15.5 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- 15.6 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 15.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 15.8 The venue of arbitration be such place as may be fixed by the Arbitrator in his sole discretion.
- 15.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 15.10 Once the contractor has been paid his security deposit and has been returned his Bank guarantee by CONCOR it shall be treated that the contract is over and no disputes shall be entertained after that.

**16 EXIT CLAUSE**

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

**17. GENERAL**

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from Chief General Manager, CONCOR, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to him and his decision shall be final and binding.

**Chief General Manager/N.R.  
For and on behalf of Container Corporation of India Ltd.**

The scope of work and all terms and conditions listed from Para 1 to 15 along with their sub-paras have been read carefully, understood and accepted.

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

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**ANNEXURE I**  
**CONTAINER CORPORATION OF INDIA LTD.**  
**LETTER OF SUBMISSION OF TENDER**

Issued to .....

To,

The Chief General Manager,  
Container Corporation of India Ltd.  
Northern Regional Office  
Inland Container Depot  
Tughlakabad  
NEW DELHI - 110 020

Dear Sir,

**Sub : TENDER FOR LICENSE FOR MOTOR VEHICLE STAND FOR  
INLAND CONTAINER DEPOT, TUGHLAKABAD, NEW DELHI FOR A  
PERIOD OF 24 MONTHS FROM THE DATE OF AWARD OF  
CONTRACT.**

1. Subject to the conditions given in the tender documents purchased by me in connection with above-mentioned contract, I/We hereby tender for the contract for working as Licensee for CONCOR, for its ICD at Tughlakabad at the rates specified in the SOR (Annexure – II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein
2. Following certificates/documents are enclosed herewith:
  - 2.1 Experience certificate showing the experience in the work tendered.
  - 2.2 A solvency certificate of Rs.15 lakhs from bankers about financial status and credibility showing the solvency position.
  - 2.3 Documents showing constitution of the firm/company.
  - 2.4 Audited Financial Result certified by a chartered accountancy firm for at least 2 out of 3 preceding financial years i.e. FY 2002-03, 2003-04, 2004-05.
  - 2.5 Evidence of the authority of the person signing this proposal to bind tenderer to this proposal and to any contract resulting therefrom.

- 2.6 Copy of PAN number and Income Tax Return for FY2004-05.
3. A sum of Rs.20,000/- (Rupees Twenty thousand only) towards earnest money in the form of pay order/demand draft no..... dated ..... in favour of CONTAINER CORPORATION OF INDIA LTD.”, payable at New Delhi.
4. I/We agree to keep this tender open for a period of 120 (one hundred and twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (one hundred and twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.
5. The details of other contracts held by me/us with CONCOR/Railway Administration/other Govt or private agencies are given below :
- (a)
- (b)
- (c)
6. The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualification bid is accepted by CONCOR.
7. I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Tenderer's address	Yours faithfully, Signature of Tenderer/s
.....	1. ....
.....	2. ....
Telegraphic address	Name, Signature and Address of witnesses
.....	1. ....
.....	2. ....

**Telex/fax number if any.**

.....	E-mail no. if any,
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**ANNEXURE II**

**SCHEDULE OF RATES TO BE QUOTED FOR WORKING AS LICENCEE FOR THE CONTRACT OF OPERATING THE MOTOR VEHICLE STAND AT ICD/TUGHLAKABAD**

I/We shall pay to Container Corporation of India Ltd.  
Rs.....(in words)  
Rs.....(in figures) per month, towards license for operating the motor vehicle stand at ICD, Tuglakabad in accordance with the term and conditions specified in the contract.

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

**ANNEXURE III**

AGREEMENT FOR MOTOR VEHICLE PARKING SERVICES AT INLAND CONTAINER DEPOT. TUGHLAKABAD, NEW DELHI.

An agreement made this \_\_\_\_\_ day of ....., Two thousand ..... between the Managing Director, Container Corporation of India Ltd, Regd. Office, CONCOR bhawan, C-3 Mathura road. Opposite Appollo Hospital, New Delhi-110076 as Chief Executive and Administrator of the Container Corporation of India Ltd. (A Govt. of India undertaking) represented herein by the Chief General Manager, ICD, Tughlakabad (herein called the Concor) on the ONE PART and M/s....., New Delhi-110045 under the name of M/s ..... (herein called the Licensee which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representatives, successors, and assignees) on the OTHER PART for the purpose of performing all the work of providing parking services at the Inland Container Depot., Tughlakabad, New Delhi.

Whereas the Licensee has agreed with the Concor to perform all the services set forth in the Schedule hereto annexed, upon the conditions of Contract, specified in the terms and conditions of contract annexed.

Concor hereby agrees to authorize the Licensee for use of parking space in consideration of the payment to be made by the Licensee who shall duly perform said duties in said schedule set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of Concor and will carry out the work in accordance with the conditions of contract with effect from day of ..... upto ..... and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of this Agreement as if the same had been fully set forth therein) and Licensee hereby agrees to pay the amount due to Concor in respect thereof at the rates specified in Schedule hereto annexed.

In WITNESS WHEREOF the said parties have hereunto set their hands the day and year above written.

*Contractor.*

Chief *General* Manager  
INLAND CONTAINER DEPOT.  
TUGHLAKABAD

WITNESS

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- 2.

Schedule detailing the terms of work with rates therefore and the conditions of contract are annexed.