



**कॉनकॉर  
CONCOR**

South Central Region  
Secunderabad

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

**Tender papers**

**For**

**Contract for Conservancy and Housekeeping**

**For**

**CONCOR's**

**REGIONAL OFFICE/SECUNDERABAD &  
INLAND CONTAINER DEPOT/SANATHNAGAR**

TENDER DOCUMENT PRICE : Rs. 500/-

**TENDER FOR CONTRACT FOR CONSERVANCY AND HOUSEKEEPING AT CONCOR'S REGIONAL OFFICE/SECUNDERABAD & ICD/SANATHNAGAR FOR A PERIOD OF 12 MONTHS FROM THE DATE OF AWARD OF CONTRACT WITH A PROVISION TO EXTEND BY 12 MORE MONTHS.**

No.CON/SCR/RO/HR/27/I/2006/1

Dated 30.12.2005

- 1) SERIAL NUMBER ASSIGNED TO THE TENDER FORM: \_\_\_\_\_
- 2) DATE OF SALE/ISSUE: - 01-2006
- 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 Document is not transferable under any circumstances.

EMD – Rs 24,000/-(Rupees Twenty four thousand only), Approximate Annual Value of the Tender : Rs.06 Lakhs.

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 15.00 HRS ON 17-01-2006 AT **THE OFFICE OF THE CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, ROOM NO.602, 6<sup>TH</sup> FLOOR, NAVKETAN BUILDING, OPP:CLOCK TOWER, S.D.ROAD, SECUNDERABAD-03.**

TENDER CONTAINING "PRE QUALIFICATION BIDS" WILL BE OPENED AT 15.30 HRS ON 17-01-2006 AT THE ABOVE ADDRESS.

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This tender document consists of 30 pages. The tenderers 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 contract for "Conservancy and Housekeeping" for CONCOR (Container Corporation of India Ltd.), REGIONAL OFFICE, SECUNDERABAD & Inland Container Depot/SANATHNAGAR 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 - Specific Instructions regarding Pre-Qualification Bids
- Chapter 4 - Scope of work & Terms & conditions governing the contract
- Annexure I - Letter for submission of tender by the tenderer
- 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 the chapter 02 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 6 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 i.e. Pre-qualification bid & Financial Bid, should again be sealed in one envelope and duly super scribed as "Tender for Conservancy and housekeeping" for CONCOR's REGIONAL OFFICE & ICD-SANATHNAGAR. 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., 602, 6th FLOOR, NAVKETAN BUILDING, OPP:CLOCK TOWER, SECUNDERABAD-03 on or before 1500 hrs on 17-01-2006. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

Tenderer may also download the tender document from concor website [www.concorindia.com](http://www.concorindia.com) and the same may be submitted along with the cost of tender document by way of demand draft/pay order, together with EMD and other attested documents as called for, at the time of submission of tender document. In case of any deviation from the prescribed form mentioned in website, found in the tender document submitted by the tenderer or non submission of the cost of the tender form, EMD and other relevant documents , the tender shall be liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and conditions of tender document.

Please note that the tender offers will be taken out from the box at 15.30 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 are opened at 15.30 on 17-1-2006 at the office of the Chief General Manager, Container Corporation of India Ltd., 602, 6th FLOOR, NAVKETAN BUILDING, OPP:CLOCK TOWER, SECUNDERABAD-03. These Pre-Qualification Bids will be evaluated as per the criteria laid in the Chapter 3 :Specific Instructions regarding pre-qualification bids to determine the suitability of 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 15.00 hrs but before the opening of tender box at 15.30 hrs will be considered to be a delayed Tender. The Tenders received after opening of the tender box, i.e., after 15.30 hours will be considered as late tenders and the same will be summarily rejected.

CONCOR reserves the right to

- Accept or reject any or all the Pre-Qualification Bids in part or in full.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest.
- CONCOR also reserves the right to award the contract for Conservancy and housekeeping to different bidders in case CONCOR cannot find a single party to do all the jobs. However it would prefer the same contractor to do all the works specified in the tender document.
- 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 of CONCOR.
- CONCOR reserves the right to retender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
- CONCOR reserves the right to disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.

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 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**  
**South Central 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 Container Corporation of India Ltd., (CONCOR) manages and operates Container Terminals viz, Inland Container Depots(ICDs), Container Freight Stations(CFSs) and Domestic Container Terminals(DCTs) located all over the country. Concor's ICD at Sanathnagar including Domestic division, is located in sprawling area of 22.5 acres adjacent to Railway Goods Shed, Sanathnagar and the Regional Office is located at Navketan Complex, SD Road, opposite to the Clock Tower, Secunderabad.

**2. BRIEF SCOPE OF WORK:**

2.1 The scope of work is described in detail in the chapter on "Scope of Work". In brief, the scope of work includes: -

Conservancy and Housekeeping of Regional Office, Secunderabad

Conservancy and Housekeeping of ICD/Sanathnagar including Domestic Division.

2.2 The tenderer should note that the scope and the quantum of work indicated in the chapter on "Scope of work" serve only as guide and the quantum of work is subject to variation or adjustment depending upon the actual requirement at the ICD and Regional Office. Any variations, additions and/or deletions in the items of work actually to be carried out, shall not form the basis of any claim against CONCOR or of any claim for compensation on this account. CONCOR also reserves the right to get fresh quotations for any additional category of work.

**3. BONAFIDE OFFERS**

3.1. The Tenderer should be a bonafide Housekeeping and Conservancy contractor of sound financial standing and should have adequate number of technically and professionally qualified personnel to manage the said work efficiently.

3.2. The tenderer should have the required experience as described in paragraph 3 of the chapter on Specific Instructions Regarding Pre-Qualification Bids and comply with all the requisites laid down in the said chapter.

**TENDER DOCUMENT**

4.1 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.

4.2 The following documents shall be submitted in the Pre-Qualification Bid.

- A. Letter of submission of Tender(Annexure - I)
- B. Detailed list of documents indicating documents/statements submitted by bidder as part of Pre-Qualification Bid.
- C. Crossed demand draft of Rs. 24000/- (Rupees Twenty four thousand only) towards Earnest Money Deposit.
- D. Details of Turnover for the financial years 2002-03, 2003-04 & 2004-05.
- E. Proof of experience in Conservancy and Housekeeping business in any Central Govt/State Govt/Public Sector undertaking or reputed private institutions for the last preceding two years.
- F. The Income and Expenditure or Profit & Loss Statement of the company for the last three financial years i.e. 2002-03, 2003-04 and 2004-05.
- G. Documents indicating on-going contracts on hand, if any.
- H. Documents regarding the Constitution of the company.
- I. Power of Attorney (if required).
- J. Copy of the Labour Licence issued by the Labour Commissioner for existing contracts.
- K. The tender document with all pages intact and duly signed by the Tenderer.

The Schedule of Rates given in Annexure-II duly filled in and signed by the Tenderer should be submitted in the Financial Bid.

The tender documents must be submitted in a 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.

#### **5.0 COMPLETION OF TENDER DOCUMENT**

- 5.1 The tenders should be complete in all respects and should contain all the information including details of present business, financial standing, which would enable CONCOR to evaluate the Pre-Qualification Bid and decide the credentials of the tenderer for performing the work envisaged by the Contract.
- 5.2 The tender documents complete in all respects including the Pre-Qualification bid and the Financial Bid, placed in separate sealed envelopes, should be placed in a sealed envelope superscribing "Tender for Housekeeping & Conservancy at Concor Regional Office/Secunderabad and ICD/Sanathnagar".
- 5.3 Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the tenderer and dated.
- 5.4 The tenderer shall quote rates for all the items of work mentioned in the Schedule of Rates (Annexure-II), Tenders with incompletely filled schedules may not be entertained. Please note that incomplete or conditional tenders are liable to be rejected.

- 5.5 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 right to reject such tenders at any stage without any financial liability.
- 5.6 Each page of the tender document should be signed and dated by the tenderers or such person on his behalf as is legally authorized to sign on his behalf in the manner described below in paragraphs 5.7 to 5.9
- 5.7 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and in the name of the firm with its current address.
- 5.8 If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current addresses or be a partner holding a power of attorney for the firm 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 name and addresses of all partners of the firm shall also accompany the tender document.
- 5.9 If the tender is submitted by a limited company or a limited corporation, it shall be signed by the duly authorized person holding 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 and corporation will be required to submit Memorandum and Articles of Association.

**6.0 SCHEDULE OF RATES**

- 6.1 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 authorized signatory as described in paras 5.7 to 5.9 above.
- 6.2 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-4 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 Contract, Labour or local laws.
- 6.3 The rates quoted in the Schedule of Rates should be reasonable and workable. The tenderer should submit an analysis of rates if called upon to do so by Concor.
- 6.4 The rates in Schedule of Rates should be quoted in words and figures. In case of any discrepancy or difference between the rate(s) quoted in figures and words, the rates quoted in words shall be treated as the correct rate.
- 6.5 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.
- 6.6 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.

- 6.7 CONCOR reserves the right to retender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e. L-1.
- 6.8 Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.

## **7 SUBMISSION OF TENDERS – TIME LIMIT/MODE**

- 7.1 The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and super scribed as “Prequalification Bid for Contract for Conservancy & Housekeeping for CONCOR’s REGIONAL OFFICE/SECUNDERABAD & ICD/SANATHNAGAR”. 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 2 of Chapter – 3) and other documents listed above in Para 4.2 and elsewhere in this chapter. The second part will consist of the “Financial Bid for Contract for Conservancy & Housekeeping for CONCOR’s REGIONAL OFFICE/SECUNDERABAD & ICD/SANATHNAGAR” 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 Conservancy & Housekeeping for CONCOR’s REGIONAL OFFICE/SECUNDERABAD & ICD/SANATHNAGAR” and addressed to Chief General Manager, South Central Region, Room No 602,6<sup>th</sup> floor, Navaketan Building,Opp; Clock Tower, Secunderabad-A.P.

The schedule of rates given at Annexure-‘II’ duly filled in & signed by the Tenderer.

- 7.2 The tenders duly completed as described in para above must reach the designated office of Chief General Manager, South Central Region, Container Corporation of India Ltd., Regional Office, 602, 6<sup>th</sup> Floor, Navketan Building, Opp to Clock Tower, Secunderabad up to 15:00 hrs. on 17-01-2006 positively.
- 7.3 The tenders will be opened at CONCOR’s office, located at the above address at 15:30 hrs. on 17-01-2006. Only the envelope containing the **pre-qualification bid** will be opened on the due date. In case the date of submission/opening is happens to be a holiday, the date for the same will be on the next working day.
- 7.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by Telegram will not be considered.

## **8 STUDY OF LOCAL CONDITIONS**

The tenderer is advised in his own interest to visit the sites of the work to study the nature of work and the local conditions.

## **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.
- 9.2 If the tenderer fails to observe or comply with the said stipulation, the amount of Earnest money under para 2 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, Container Corporation of India Ltd., Secunderabad, 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.
- 10.2 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.
- 10.5. 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 or misrepresents the facts in his tender, which shall be favorable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

## **11.0 EXECUTION OF CONTRACT DOCUMENT**

- 11.1.1 The tenderer whose tender is accepted shall be required to appear at the office of the office of the Chief General Manager, South Central Region, Container Corporation of India Ltd. Secunderabad in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents within Seven days of the date of issue of communication from the CONCOR's office and start the work within 14 days of the execution of contract documents.
- 11.1.2 Failure to execute the contract documents shall constitute a breach of contract Concluded by the acceptance of 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 under Law.

## **12.0 CONFIDENTIALITY OF TENDER DOCUMENTS**

- 12.1 The tenderer shall treat the contents of the tender documents as private and Confidential.

## **13.0 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.

**CHAPTER - 3**  
**SPECIFIC INSTRUCTIONS REGARDING PRE-QUALIFICATION BIDS**

**1. INTRODUCTION**

- 1.1 The **financial bids** in the form of **Schedule of Rates** will be opened and considered only for those bidders who fulfill the requirements listed in this chapter and whose Pre-Qualification Bids are accepted as valid by the Competent Authority of Concor.
- 1.2 The bidders are requested to study the entire tender document before preparing and submitting the pre-qualification bid.
- 1.3 All the documents listed at paragraph 4.2 of chapter -2 in General Instructions to the Tenderer and as described further in this chapter, which are required for the Pre-Qualification Bid should be put in a separate envelope, sealed and super scribed clearly as "**Pre-Qualification Bid**" for awarding conservancy and housekeeping contract at **ICD, Sanathnagar & Regional Office**".
- 1.4 All the documents listed in this chapter, except Bank Demand Drafts, should be countersigned by the tenderer as mentioned in paragraph 5 of the chapter 2 on **General Instructions to Tenderer**.
- 1.5 A list of all the documents submitted with the **Pre-Qualification Bid** and details of the demand draft should be provided by the tenderer in the envelope for **pre-qualification bid**.
- 1.6 The letter of submission of Tender (Annexure-I), duly signed by the tenderer, giving complete address, telephone numbers, etc., should be submitted as a part the pre-qualification bid. The letter of submission of Tender should be submitted as the Top-sheet of the **pre-qualification bid**.
- 1.7 The tenderer should detach Annexure-II and submit the entire remaining tender document along with other documents listed in this chapter as a part of the **Pre-Qualification Bid**".
- 1.8 **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 the consideration of the tender and failure to do so may result in rejection of the tender.**

## **2.0 EARNEST MONEY**

- 2.1 The contractor will be required to deposit a sum of Rs 24,000/- (Rs. Twenty four thousand only) as earnest money along with completed tender documents for pre-qualification bid by crossed demand draft drawn in favour of Container Corporation of India Ltd payable at Secunderabad and valid for a minimum period of six months from the date of issue. Documents submitted without EMD will be summarily rejected.
- 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 rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to Concor.
- 2.3 The EMD shall be forfeited to Concor, if the tenderer fails to observe or comply with the stipulation in para 2.2 above or fails to execute an agreement stipulated in para 11 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 EMD deposited by the successful tenderer will be adjusted towards the security deposit referred to in paragraph 4 of the chapter on Terms and Conditions governing the contract below, subject to the conditions stipulated in paragraphs 2.2 & 2.3 above. The EMD of the unsuccessful tenderers will be returned as soon as possible after the tender have been finalized.

## **3.0 STATUS & EXPERIENCE OF TENDERERS**

- 3.1 The tenderer should enclose documents/ certificates/ award letter of contracts in proof of experience in Conservancy and Housekeeping business in any Central Govt/State Govt/ Public Sector undertaking or reputed private institutions for the last preceding two years. The Experience should be in the same name/firm/composition in which the tenderer is applying for this contract tenders
- 3.2 Tenderer should have done one single work of the similar nature of conservancy and housekeeping in which total billing should be at least Rs. 8 lakhs or during the last 3 financial years i.e 2002-03,2003-04 and 2004-05, the total billing of cumulative work of similar nature should be Rs.12 lakhs.
- 3.3 The Tenderer should also give a list of ongoing contracts, if any, of housekeeping and conservancy indicating clearly the name of the party, and duration of contract.
- 3.4 Tenders not supported by satisfactory credentials will not be considered.
- 3.5 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.

## **4. FINANCIAL CREDIBILITY OF FIRM**

- 4.1 The tenderer should have achieved a minimum turn over of Rs.06 lakhs p.a. in any two of the preceding financial years out of the three years viz 2002-03, 2003-04 and 2004-05.
- 4.2 The financial statements viz P&L A/c or Income and Expenditure for the last three financial years i.e. 2002-03, 2003-04 and 2004-05 duly certified by a Chartered Accountant should be submitted.
- 4.3 Tenders not supported by satisfactory credentials will not be considered.

**5. LABOUR LICENSE :-**

- 5.1 The tenderer must have a Labour License issued by Labour Commissioner for existing contracts (in the same name in which the tenderer is submitting the offer).

**6. CONSTITUTION OF THE FIRM**

- 6.1 The tenderers who are the constituents of a Firm, Company, and 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.
- 6.2 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.
- 6.3 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in sub-Para 6.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

**CHIEF GENERAL MANAGER**

For and on behalf of Container Corporation of India Ltd.

## CONTAINER CORPORATION OF INDIA LTD.

### Chapter - 4

#### SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE CONTRACT FOR CONSERVANCY AND HOUSEKEEPING FOR CONCOR'S REGIONAL OFFICE, SECUNDERABAD AND ICD/SANATHNAGAR.

##### 1. PREAMBLE.

CONCOR operates inter-modal terminals for ISO/DSO containers carrying export/import/domestic cargo destined for or arriving from various inland destinations including the gateway ports. Through this terminal, CONCOR provides single window services to the shippers/consignors/consignees.

Illustrative nature of work required to be done by contractor are as under:

##### 2 SCOPE AND NATURE OF WORK.

1. The bidder is required to quote rates in Annexure-II of the tender documents for the items as mentioned in that annexure. However the bidder must consider the following before quoting the rates:
2. Tenderer will have to use his own equipments, tools such as vacuum cleaners, carts, trolleys, ladders, buckets, mugs, baskets etc for carrying out the conservancy and house keeping works at Regional Office & ICD/Sanathnagar including domestic division. Apart from this the contractor is required to use his own consumables (**approved materials by CONCOR official**) such as detergents, phenol, acid, naphthalene balls, air purifiers, room fresheners, napkins etc for this purpose.
3. All the garbage originating from the office to be dumped on daily basis in the Waste Container provided in the building premises.
4. (A) **Scope of Work for Regional Office:** -

**Daily Schedule of Work:**- The contractor will be required to undertake Conservancy and housekeeping works at Regional Office, for both the wings i.e., Room Nos.602 & 603. The cleaning has to be completed before the working Hours of Office i.e., before 9a.m.

- (i) Sweeping and mopping all cabins & floor area twice in a day with dettol water and spray of air refreshener. Supply of tea/coffee etc.
- (ii) Dusting and cleaning of entire furniture, walls, false ceiling, curtains, venetian blinds, racks, Doors, windows/partitions glass panes, wooden cabin walls, railings, telephones, and wall mounted fans, AC's etc., with dry/wet cloth, feather brush and duster on daily basis early in the morning i.e., before 9 a.m.

- (iii) Vacuum cleaning of carpets, sofa, cushion chairs.
- (iv) Cleaning, washing and replacing the dustbins after removing the material from the dustbins and disinfecting it. Collection of waste paper from dustbins, wastage from lobbies and putting in bags and dumping at the specified location of the building. And cleaning of tables, chambers, and washing lunch boxes etc.
- (v) Dusting, cleaning of cup boards, computers, printers etc. as per the directions by concerned dept.
- (vi) Cleaning toilets, removing stains on floors and walls, keeping air freshener, keeping urinal cubes.
- (vii) Changing of cotton towels in all toilets daily(each towel in every toilet total three toilets)
- (viii) Cleaning and drying toilets every one hour – Total 2 blocks (3 Nos toilet).
- (ix) Cleaning/removal of any type of stains of ink etc. in the regional office premises.
- (x) Minor plumbing works like changing washer, removing blockages of drainpipe, tightening loose fittings etc.
- (xi) Pantries – One number.  
Removing muck, cleaning and washing of platform drains, sink etc. twice a day.

List of approved materials

1. Cotton towel
2. Flush cleaner
3. Odonil, Urinal cubes
4. Stain/Glass cleaner
5. Room freshener

Manufacturing and brand name

- DCM, Bombay Dying  
Harpik, Amiway  
Balsara, Bayer, Amiway  
Collin, Amiway  
Jasmine, Rose, Fresco, Johnson & Johnson, Sandal, Lavender  
Amiway  
Rexona, Lux, Surf excel, Wim

6. Soaps, Detergents  
bar

Note: Consumables shall be of above make or of similar make.

**Weekly Schedule: -**

- (i) Washing of floors with soaps/stain cleaner, removing of jala/insects from wall ceiling, under tables/chairs/cup boards etc. with Vacuum cleaner.
- (ii) Spray of anti cockroaches/anti insects such as baygon/hit, mosquito repellent etc as approved by in-charge in office premises.
- (iii) Deep cleaning of carpets sofa sets, chairs etc. with vacuum cleaner.

#### 4 (B) **Scope of Work for ICD/Sanathnagar.**

Inland Container Depot/Sanathnagar contains Domestic building, Admin. Bldg. Ware houses, TXR building.

- a). **ADMINISTRATIVE BUILDING: -**  
The contractor will be required to undertake cleaning of floors, rooms and toilets at Inland Container Depot/Sanathnagar with the entire Admn. Bldg which includes, customs office, customers rooms etc.
  - (b) Domestic Building, TXR building etc.:- The contractor will be required to undertake cleaning of floors, rooms and toilets.
  - c). **WAREHOUSES**  
The contractor will undertake daily sweeping & garbage removal, toilet cleaning of the Ware houses of the depot, Weigh Bridge also to be cleaned.
  - (d) **Un occupied rooms of CONCOR** by the contractor like canteen; STD booth etc shall also to be cleaned on weekly basis.
  - (e) **Cleaning of Containers as & when required:-** The contractor has to clean the inside of the containers as per the directions of the terminal (ICD) incharge at ICD/Sanathnagar. On an average 350 containers are to be swept/cleaned at SNF or at outstation with water/dry cloth in a month. In case the labourers are required to go out side (within the radius of 100Kms from ICD) for cleaning of containers, they will be re-imbursed bus fair/Rail fare of General class (Proof of Tickets must) as the case may be. In regard to lunch/dinner, they will be re-imbursed maximum of Rs. 30/- per meal, if the labourer was deputed during the timings 11.00 to 14.00 Hours and/or 19.00 to 22.00 Hours.
- g). GENERAL DESCRIPTION OF WORK**
- a.) Cleaning, sweeping, mopping and wiping of floors, staircase of different types of all the buildings i.e., admin building, domestic building, customs office etc., on daily basis and as per requirements or as directed by the Terminal Head or his authorized official.
  - b) Carpets in the chambers of all officers will be cleaned daily with soft brush & vacuum cleaner and dry cleaning of carpets by dry cleaning machine once in a month as per directions of In-Charge.
  - c) Thorough cleaning of all toilets with required detergent by putting naphthalene Balls and air purifier in all urinals, washbasins and WC area.
  - (d) Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, Doors, windows, Venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, and wall mounted fans etc., with dry/wet cloth, feather brush and duster on daily basis.
  - (e) Cleaning of any blockage in the drainage, manholes etc in & near the Administrative Building, Yard, Warehouses, TXR building, Parking as & when required.

- (f) The items required for cleaning such as detergents, phenol, acid, naphthalene balls, air purifiers, room fresheners etc. will be borne by the contractor. CONCOR will not supply/issue any items/equipments such as vacuum cleaners, buckets, dustbins etc. required for this purpose.
- (g) Removing of Grass/bushes in the premises of the ICD/Sanathnagar including domestic division regularly.
- (h) Cleaning of Cobwebs on monthly basis.
- (i) Cleaning and pouring of water & manure to the garden.

**h). DAILY SCHEDULE OF WORK:**

01. Cleaning of toilets (including workers toilets near second ISO warehouse and toilets at ICD/DCT sidings) daily with phenol and detergents etc. and maintain the toilets floors dry during office hours cleaning of windows and window sills of all toilets to be done regularly. Washbasins, urinals, WC are to be cleaned with proper detergent. Flushing system of all toilets is to be checked at regular intervals every day. Naphthalene balls, air purifier and liquid soap and paper rolls in all officers toilet are to be provided regularly to ensure continuous availability of these materials in requisite places.
02. Bringing to the notice of CONCOR the maintenance problems in the toilets to enable prompt attention by the concerned maintenance department
03. Cleaning/Sweeping, mopping/house keeping of office area/counters including, TXR building and corridors, staircases, parking area and common area with phenol in the morning daily before 9.30am.
04. Cleaning & mopping of electrical/genset rooms & other installations once in a day.
05. Collection of waste paper/wastage from rooms, warehouses, lobbies etc., and putting at the specified location in the ICD.
06. To clean glass panes on doors, windows, partitions & venation blinds etc., with soap/cleaning agent.
07. Cleaning of duct and shaft spaces, garbage, and removal and putting them in Dustbin Kept outside the building.
08. Cleaning/removal of any type of stains of ink etc. from the building premises and Staircases.
09. Room fresheners in all office area to be used daily in the morning and as and when required.
10. Cleaning of computer equipment (terminal/printers and other accessories) every day with dry cloth in presence of computer person.
11. Any other work allocated from time to time.
12. Washing of linen such as hand towels, etc on a regular basis.
13. Dusting of all furniture, curtains etc., before office working hours
14. Changing of Cotton towels in all toilets once a day.
15. Minor plumbing works like changing washer, removing blockages of drain pipe, tightening loose fittings etc.
16. Cleaning of Refrigerator, Water Cooler, Ac's, Vending Machines etc.

**i) WEEKLY SCHEDULE OF WORK:**

17. Cleaning of all record rooms and removal of garbage
18. Every Saturday, Spray of anti cockroaches/anti insects Baygon/Hit, Mosquito repellent etc, as per the direction of terminal incharge.

19. Every Saturday washing of floors with soap/stain cleaner, removing jala/insects/cobwebs from wall ceiling, under tables/chairs/cup boards etc with vacuum cleaner.
20. Vacuum cleaning of all the carpets in officers' chambers and disposal of garbage from the building surroundings properly.
21. Special cleaning of blinds and curtains
22. A thorough dusting of all partitions in the CONCOR offices with detergent.
23. Brasso of all officers name plates.
24. Cleaning/dusting of all rolling shutters in the ICD
25. All waste/wastage removed from the ICD premises and dumped at the nominated place of MCH outside ICD.

**j) MONTHLY SCHEDULE OF WORK:**

26. Cleaning of all record rooms and removal of garbage
27. Chemical cleaning of all carpets in officers chambers
28. Dry cleaning of sofas/carpets, dusting of concor office name boards.
29. Cleaning of underground and overhead water tanks at ICD on monthly basis.
30. Periodical cleaning/removal of mud from the storm water drains in the ICD/DCT.

<b>List of approved materials</b>	<b>Manufacturing and brand name</b>
1 Cotton towel	DCM, Bombay Dying
2 Flush cleaner	Harpik, Amiway
3 Odonil, Urinal cubes	Balsara, Bayer, Amiway
4 Stain/Glass cleaner	Collin, Amiway
5 Room freshener	Jasmine, Rose, Fresco, Johnson & Johnson, Sandal, Lavender Amiway
6 Soaps, Detergents	Rexona, Lux, Surf excel, Wim bar

Note: Consumables shall be of above make or of similar make. If required, the bills for purchase of consumables shall be produced to CONCOR official.

**k). PROCEDURE FOR EXECUTION OF WORK.**

- a). All the stains on walls as well as floor of toilets, corridors, rooms including glass panes, stair case, lift lobby passage/walkway etc. shall be removed by scrubbing with brush and by suitable acid/chemical wherever required.
- b). Carpets shall be cleaned with soft brush and with vacuum cleaners & suitable chemical as mentioned here in above without damaging the texture or surface of the carpet.
- c). Brass items shall be cleaned with dry cloth before polishing of items. Approved quality cleaning material (Brass) shall be applied and rubbed, till surface shines and the spots are removed.
- d). Firstly, dirt shall be removed from the floor then the floor shall be cleaned with plain water After that soap water solution of proper strength shall be spread on the floor and rubbed by mechanical scrubbers wherever it is not possible to rub with mechanical scrubbers hand brush shall be used to clean the floor. After sufficient scrubbing the floor shall be properly washed with plain water and dried with cloth.

- e). All the rooms having no carpet shall also be cleaned thoroughly with soap and water.
- f). All projections/balconies shall also be cleaned thoroughly. Also the opening of Choked drains wherever required shall be taken up.
- j). EQUIPMENT, MATERIAL & STORAGE:**
  - a). The contractor has to use his own equipment's, tools & implements required for this work like carts, trolleys, ladders, buckets, mugs, baskets etc.
  - b). The contractor has to use his own cleaning material like brooms, brushes, Soaps, detergents, soda, disinfectants preferably phenyl, dusters, Cloth pieces, room freshners, odonils or any other material required for this work & directed by the Officer In charge.
  - c). Water & Electric energy required for cleaning purposes shall be allowed free of cost by CONCOR.
  - d). Space for storage of material and equipment's will be provided by CONCOR without any rent charges.
  - (e) **The tenderer has to use materials and consumables at his own cost for which rate is to be quoted separately for the supply of such consumables and materials in the "Schedule of Rates" (Annexure – II). The contractor should use good branded consumables for cleaning etc., otherwise suitable fine and/or worth of good consumable, per incident, will be imposed on the account of contractor's failure, which will be recovered from his bill.**

**5). STAFF**

- a). The contractor shall employ minimum of 14 manpower required for the work on his own account & responsibility, including one full time supervisor who will monitor & supervise the day to day house keeping work being carried out at ICD/SNF as well as regional office by the Contractor. The contractor shall, at all times, observes provisions of Child Labour (P&A) Act 1986 with up-to-date amendments and Laws & Acts Governing employment of Labour / contract labour etc.
- b). The timings for deployment of manpower at respective units will be as per the directions of CONCOR.
- (c) At the time of start of contract the list of officers responsible to oversee this work will be conveyed to the contractor. It will be the responsibility of the contractor to get the attendance of the staff verified by the concerned officer at the time of submission of the monthly bills.
- d). CONCOR shall be indemnified from all the liabilities, whatsoever created under the Workmen Compensation Act/ESI Act in respect of any injury suffered by the worker employed.
- e). The workers should be provided with uniforms with approved colours, for which no extra cost will be paid.

**6). REPORT**

- a). The contractor/his representative should daily report to the officer Incharge or any other officer so indicated & produces a book for taking day-to-day instructions.
- b). The contractor/his representative should approach the officer incharge / Supervisor, if he needs any instructions, help or has any difficulty.

- c). Routine notices, instructions will be given by the officer Incharge.
  - d). The contractor shall make sure that he or his authorized representative is necessarily available during working hours for receiving & implementing the Instructions of the officer Incharge.
- 7). **AMENDMENTS TO TERMS & CONDITIONS:**  
 CONCOR reserves its rights to make additions/alterations to and or amend/alter the terms and conditions of this contract & the resultant contract, without basically affecting the core of the contract.
- 8). **GENERAL CONDITIONS:**
- a). The services would be required to be provided on all working days and working hours as specified by CONCOR.
  - b). The contractor will be required to make all necessary arrangements for rendering special services even at short notice.
  - d). The contractor must employ only people of good moral character.
  - e). All equipment's hand carts for carrying rubbish, detergents, dusters, cleaners, window pan cleaners, and all other implements required to maintain the high standard of cleaning expected by CONCOR and all users of the facility will be provided by the contractor at his cost. No additional payments on this account will be made by CONCOR.
  - f). The contractor shall not sub-let the contract. He will post a responsible supervisor to oversee the satisfactory working of all employees and to coordinate with CONCOR & carry out its instructions.
  - g). The contractor will be responsible for maintenance of his own machine at his cost. Regular oiling, greasing, keeping it clean etc.
  - h). The contractor will keep register in each deptt. & take user signatures for discharge of contract responsibilities with respect to sanitation standards.
  - i). Any injury/death of worker shall be at the entire risk of the contractor. It will be in the interest of the contractor to take a suitable risk policy to cover such risks.
- 9). **STATUTORY COMPLIANCE:**
- a). The contractor shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all Liabilities under the various labour laws and other like P.F., E.S.I., Bonus, Workmen's Compensation etc. shall be that of the Contractor, and CONCOR shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
  - b). The contractor shall obtain necessary labour license from the licensing Authority under the Contract Labour (R&A) Act 1970, and contract rules framed there under and produce the same to CONCOR.
  - c). The contractor shall keep CONCOR indemnified against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws.
  - d). 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 & The Employment of Children Act, 1938

e) The successful party to whom contract is awarded should obtain PF, ESIC and Service Tax Registration on or before commencement of work.

10). **PAYMENT CONDITIONS:**

- a. For due performance of specified work contractor will be paid the quoted and accepted amount per month.
- b. Payment for each calendar month will be made on presentation of contractor's bill in duplicate, which shall be verified and passed.
- c. The contractor shall submit the bill to the officer in charge of the unit with in 1<sup>st</sup> week of subsequent month. **However, contractor has to disburse the wages to the labourers, as per the payment of wages Act-1936.** All deductions towards Income Tax at source are applicable under the Income Tax Act.1961 and will be made from all the payments of contractor.
- d. The bill should be duly certified by the **terminal incharge of CONCOR or Officer of Regional Office, as the case may be.**
- f. **Proof of payment of Wage Register, Muster Roll, PF & ESIC Challans, Service Tax Challans, etc shall be enclosed along with the bill for payment.**
- g. **During the currency of Contract, the contractor has to pay minimum wages as well as other payments which would be made applicable to the contractor by various laws, to the labourers as applicable & notified by the Government from time to time.**

11) **DEDUCTIONS TOWARDS INCOME TAX OR ANY OTHER LEVY LIKE SERVICE TAX ETC AT SOURCE.**

- (a) Deduction of Income Tax or other levies at source wherever applicable will be made from the moneys payable to the contractor on the bills for work done in accordance with provisions of the applicable laws or any statutory modifications of the said laws from time to time.

**(12) PERIOD OF CONTRACT**

- 12.1 At the initial stage, the contract shall be awarded for a period of one year. CONCOR will have discretion for extending it for another 1 (one) year on same terms, conditions and mutually agreed rates.
- 12.2 Regardless of the above, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 2 (two) months or till the new contract is finalized, whichever is earlier.
- 12.3 The date of starting of the work at the terminal shall be reckoned as the date of commencement of contract.

**(13) SECURITY DEPOSIT**

- 13.1 The successful contractor whose rates are finally accepted must deposit as Security Deposit for successful performance under the contract 10% of the annual contract value by pay order or Demand Draft in favour of "Container Corporation of India Ltd. Secunderabad" within 15 days from the date of the communication of award of contract of tenders and execute an agreement in the prescribed form.

- 13.2 The EMD already deposited by the successful contractor will be adjusted towards the security deposit and the contractor will be required to deposit the balance remaining towards the security deposit.
- 13.3 If he declines or fails to remit the additional amount towards Security Deposit, the entire amount of Rs. 24,000/- of EMD will be forfeited.
- 13.4 The date of signing of agreement will be treated on the date of commencement of contract.
- 13.5 In case of extension of the contract by a further one year as laid down in para 3 above, the contractor will have to retain the Security Deposit with CONCOR for the extended period.
- 13.6 No interest shall be payable by Concor on the Security Deposit.

#### **14 RECOVERY FROM SECURITY DEPOSIT**

- 14.1 CONCOR shall be entitled to recover any loss or damage that it may suffer or sustain by reason of 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 make good the deficiency in the amount of security deposit within 15 days from the date of demand to this effect, failing which Concor shall deduct the same from the amounts due to the contractor.
- 14.2 The security deposit referred to above shall be forfeited to Concor in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without any prejudice to Concor's right rescind the contract and other rights and remedies warranted by law.

#### **15 REFUND OF SECURITY DEPOSIT**

- 15.1 The security deposit, shall, subject to any deduction that may be made there from, be returned to the contractor within 2 calendar months after the termination of the contract and upon issuance of no dues certificate by the competent authority. However, if there is a delay, the contractor shall not be entitled to any interest.
- 15.2 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 contractor 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 Concor may in its sole discretion deem sufficient until the dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such deductions made by Concor.

## **16.0 TIME LIMIT FOR SUBMISSION OF BILLS**

- 16.1 The contractor shall make a claim for the services rendered under this contract to Concor within three months of such service. If the contractor does not prefer a 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 thereof.
- 16.2 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 the stipulated three months period. Any claim for such under payment not received within the stipulated three month period shall be liable to be summarily rejected by Concor.

## **17.0 EXIT CLAUSE**

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

## **18.0 DEATH OF CONTRACTOR**

- 18.1 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.

## **19.0 SUBLETTING NOT ALLOWED**

- 19.1 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.

## **20. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF**

- 20.1 The contractor shall work in close consultation with and as per guidance and direction of Sr.GM/ICD/SNF and nominated Concor official at Regional Office.
- 20.2 In addition, in the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final.) The contractor shall be liable to be fined up to Rs. 500/- (Rupees Five hundred only) on every single occasion on the sole discretion of the nominated CONCOR official.
- 20.3 The contractor shall at all times ensure that his performance is satisfactory, falling which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the contractor. 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 contractor and shall be recovered from any money due to him or from his security deposit.
- 20.4 In the event of contractor's not performing the requisite services, 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 contractor and shall be recovered from any money due to him for from his security deposit referred to in this agreement.

20.5 Further more in case of repeated failures/unsatisfactory performance on part Of contractor, it shall be open for CONCOR to give a show cause notice to the contractor for replying for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the contractor the contract can be **terminated immediately**. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit as it may consider fit, (ii) get the balance work done at the risk and cost of the contractor by making an alternative arrangement as deemed necessary and (iii) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

20.6 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 contractor by CONCOR under this or any other of his contract with CONCOR anywhere in India or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract as stated above.

20.7 The CGM/SCR, 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.

## **21. ARBITRATION**

21.1 In case of any disputes arising out of interpretation of any of the provisions of this contract, the **Managing Director** shall appoint an 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 of his duties as such he had expressed views on all or any of the matters in dispute in reference

21.2 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.

21.3 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.

21.4 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.

21.5 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.

- 21.6 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 21.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 21.8 The venue of arbitration is such place as may be fixed by the Arbitrator in his sole Discretion.
- 21.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

## **22. GENERAL**

- 22.1 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/S.C.R.  
For and on behalf of Container Corporation of India Ltd.**

The scope of work and all terms and conditions listed in the tender documents have been read carefully, understood and accepted.

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

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

Issued to .....

To,  
The Chief General Manager,  
Container Corporation of India Ltd.  
SOUTH Central Regional Office  
602, 6th Floor, OPP to Naveketan Building  
SECUNDERABAD

Dear Sir,

**Sub: TENDER FOR CONTRACT FOR CONSERVANCY AND HOUSEKEEPING OF CONCOR's, REGIONAL OFFICE, SECUNDERABAD & ICD/SANATHNAGAR FOR A PERIOD OF ONE YEAR WITH A PROVISION TO EXTEND BY ONE MORE YEAR 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 Contractor for CONCOR, for its REGIONAL OFFICE, SECUNDERABAD & ICD/SANATHNAGAR 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/ award of work showing the experience in the work tendered for **in any Central/State Govt & Public Sector undertaking, or reputed private agencies within the last preceding two years in the same name/firm on which the tender is applied.**
  - 2.2 Documents showing constitution of the firm/company (copy of partnership deed with copy of registration certificate in case of partnership firm and a copy of incorporation certificate, certificate of Memorandum, Power of attorney(if required) and Articles of Association in case of a company).
  - 2.3 Income and expenditure statement or Profit & Loss Statement for last three financial years i.e. 2002-03,2003-04,and 2004-05 certified by a Chartered Accountant as per which the turnover is over a minimum level of Rs 06 Lakhs P.A in any two of the preceding financial years out of the three years viz 2002-03,2003-04 and 2004-05.
  - 2.4 Document showing that one single work of Conservancy and housekeeping with total billing of Rs. 8 lacs or during the last 3 financial years i.e 2002-03,2003-04 and 2004-05, the total billing of cumulative work of similar nature should be Rs. 12 lacs, on the same firm/name on which the tender is applied.

2.5 Tender document duly signed on all pages (except the SOR which is submitted separately as the 'Financial Bid').

2.6 List of on going contracts of similar nature.

2.7 Evidence of the authority of the person signing this proposal to bind tenderer to this proposal and to any contract resulting there from.

3. A sum of Rs. 24000/-/- (Rupees Twenty four 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 Secunderabad.

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.

The details of other contracts held by us are given below:

- (a)
- (b)
- (c)

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.

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 no., if any.	E-mail no. if any,
.....	

**ANNEXURE II**

**SCHEDULE OF RATES TO BE QUOTED FOR WORKING AS LICENCEE FOR THE CONTRACT OF CONSERVANCY AND HOUSEKEEPING AT REGIONAL OFFICE, SECUNDAERABAD & ICD/SANATHNAGAR**

01. I/We shall charge to Container Corporation of India Ltd,  
Rs. \_\_\_\_\_(in words)

Rs. \_\_\_\_\_(in figures) per month for carrying out the Conservancy & Housekeeping Works at ICD/Sanathnagar & Regional Office .

2.Charge for supply of Material and : Lump sum rate per  
monthly Consumables for above works to be  
carried out at R.O & ICD-SNF:

(A) For Regional Office : Rate in(Words)(Rs) Rate in figures (Rs)

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(B) For ICD/Sanathnagar :

--	--

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

Note : The lump sum rate quoted shall be inclusive of PF, ESI, Bonus, Gratuity, Leave Wages, Labour Welfare Contribution, service tax, sales taxes etc., payable by the contractor to his employees/Govt authorities under various labour laws.

**AGREEMENT FOR ACTING AS CONTRACTOR BY PROVIDING CONSERVANCY AND HOUSEKEEPING CONTRACT AT REGIONAL OFFICE, SECUNDERABAD & INLAND CONTAINER DEPOT/SANATHNAGAR.**

Contract Agreement No:

DT:

This agreement made this ..... day of ....., Two thousand and six between Container Corporation of India limited, (CONCOR), A Govt. of India Undertaking and a company registered under Indian Companies Act, 1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110001 (Which expression shall mean and includes its successor or successors in Office and assigns) representing herein by the Chief General Manager, South Central Region, CONCOR, Room No 603, 6<sup>th</sup> Floor, Navaketan Building, S.D. Road, Secunderabad (hereinafter called Company) of the one part AND M/s \_\_\_\_\_ (hereinafter called the "Contractor" which expression shall mean and to include his/their respective heirs, executors, administrators and assigns) on the OTHER PART.

Whereas the company desirous of having provided and executed certain works mentioned, enumerated or referred to in specifications, conditions of contract, schedule of quantities for works, drawings and other documents consisting of the "Tender and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in terms contract whenever herein used.

AND whereas the company accepted the offer of contract for " Conservancy and House Keeping works of ICD/Sanathnagar & Regional Office-Secunderabad. Scope of services included all the activities & job contained in the contract agreement for ICD/Sanathnagar and Regional Office-Secunderabad as per the correspondence vide letters: -

- (1)
- (2)
- (3)

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS**

*In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said operations in the 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 terms and conditions of this contract w.e.f. .... upto ..... and will observe, fulfill and honour all the conditions there in 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 agreed that if the contractor observes and honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the contractor for the operations on the completion thereof, the amounts due in respect thereof at the rates specified in the schedule here to annexed.*

In consideration of the due provisions, execution and completion of the said works, the contractor does hereby agree to pay the company the sum as may be due to the company for the services, if any , rendered by the company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the company's equipment materials, plant and machinery liquidated damages, if any as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

The cost of stamp duty, if any due on this contract shall be borne by the contractor.

IN WITNESS THEREOF, the said parties have herewith set their hands the day and year first above written.

CONTRACTOR

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

WITNESS  
(NAME, SIGNATURE & ADDRESS)

WITNESS  
(NAME, SIGNATURE & ADDRESS)

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