

CONCOR
CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Southern Region

TENDER DOCUMENT
FOR
AWARDING CONTRACT FOR
CARGO AND CONTAINER HANDLING
AT
INLAND CONTAINER DEPOT
IRUGUR

December 2005

CONCOR/SR/HDLG/ICD/IGU/05

PRICE OF TENDER DOCUMENT: Rs. 2000/-

SIGNATURES AND STAMP OF TENDERER

1

TENDER FOR CONTRACT FOR CARGO AND CONTAINER HANDLING AT INLAND CONTAINER DEPOT, IRUGUR, FOR A PERIOD OF TWO YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT.

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

SIGNATURE OF THE OFFICIAL
ISSUING THE TENDER FORM

OFFICE SEAL

NAME : _____

DESIGNATION : _____

THIS TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.

EMD – Rs.1 lakh (Rupees One lakh only).

THE DOCUMENT (BID) FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 11.00 HRS ON 23.01.2006 AT THE OFFICE OF THE CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, SOUTHERN REGION, 51, MONTIETH ROAD EGMORE, CHENNAI – 600 008.

THE TENDER BIDS WILL BE OPENED AT 11.30 HRS ON 23.01.2006 AT THE OFFICE OF THE CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, SOUTHERN REGION, 51, MONTIETH ROAD, EGMORE, CHENNAI – 600 008.

TABLE OF CONTENTS

S. NO.	CONTENTS	PAGE NUMBERS	
		FROM	TO
01.	TENDER NUMBER AND DETAILS OF ISSUE		1
02.	CHAPTER I – TENDER LETTER	4	5
03.	CHAPTER II - GENERAL INSTRUCTIONS	6	10
05.	CHAPTER III - SPECIFIC INSTRUCTIONS REGARDING PRE-QUALIFICATION BIDS	11	14
06.	CHAPTER IV – SCOPE OF WORK	15	20
07.	CHAPTER V – TERMS AND CONDITIONS GOVERNING THE CONTRACT	21	35
08.	ANNEXURE-I – AGREEMENT FOR ACTING AS CARGO / CONTAINER HANDLING CONTRACTOR	36	37
09.	ANNEXURE-II – BANK GUARANTEE BOND	38	39
10.	ANNEXURE-III – LETTER OF SUBMISSION OF TENDER	40	41
11.	ANNEXURE-IV –SCHEDULE OF RATES	42	43
12.	ANNEXURE-V – PARTICULARS OF EQUIPMENTS OFFERED		44
13.	ANNEXURE-VI –SOLVENCY CERTIFICATE		45
14.	ANNEXURE VII – EXPERIENCE CERTIFICATE		46

THIS TENDER DOCUMENT CONSISTS OF 46 PAGES. THE TENDERER IS REQUESTED TO CHECK THAT THE TENDER DOCUMENT IS COMPLETE IN ALL RESPECTS WHILE RECEIVING THE SAME.

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

CHAPTER - I
TENDER LETTER

Dear Sir,

The complete set of Tender (bid) papers for the contract for Cargo and Container Handling at the Inland Container Depot, Irugur operated by Container Corporation of India Ltd., (hereinafter referred to as CONCOR), at Irugur is enclosed. Please note that this set of tender document including annexures is not transferable under any circumstances.

Your offer, duly sealed in covers as described below, should be deposited in the sealed box kept for this purpose in the office of the **Chief General Manager**, Container Corporation of India Ltd., Southern Region, 51, Montieth Road, Egmore, Chennai – 600 008 on or before 11.00 hours on 23.01.2006

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

Your offer should be submitted in two separate sealed envelopes. Both the sealed envelopes should thereafter be sealed in one envelope and duly superscribed as "**Tender for Contract for Cargo and Container Handling at Inland Container Depot/Irugur**".

The first envelope should be clearly superscribed as "**Pre-qualification Bid**". The envelope should contain the documents listed in paragraph 4.2 of the chapter on **General Instructions to Tenderers** and the chapter on **Specific Instructions to Tenderers Regarding Pre-Qualification Bid**. Please ensure that all the documents listed in these chapters are complete in all respects. The tenderer should countersign each page, except the demand drafts.

The second envelope should be clearly superscribed as "**Financial Bid**". It should contain only the **Schedule of Rates** (Annexure–IV) completely filled by you as mentioned in paragraph 6 of the chapter on **General Instructions to Tenderers**. Please ensure that each page of the **Schedule of Rates** is signed by you or your authorized representative before submitting it.

The sealed envelope containing the "Pre-Qualification Bid" only will be opened at 11.30 Hrs on 23.01.2006. The envelope containing the "Financial Bid" will be opened on a subsequent date and at a time that will be notified to all tenderers who qualify after the "Pre-Qualification Bid". The "Financial Bid" will not be opened or considered for tenderers who are not found suitable for this work after scrutiny of their "Pre-Qualification Bids" or if the documents required for the "Pre-Qualification Bid" are incomplete or invalid or become invalid for any reason.

CONCOR reserves the right to accept or reject any or all the **Pre-Qualification Bids** and/or **Financial Bids** in part or in full without assigning any reasons.

SIGNATURES AND STAMP OF TENDERER

4

Please note that the word container(s) will mean all the different types of containers, which are built for International Traffic as per ISO standards, or containers used for Domestic Traffic or containers built to Indian Railway Standards. You are requested to acquaint yourself with the various types and sizes of containers used in international and domestic traffic.

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

You are requested to visit the site of the Inland Container Depot, Irugur and make yourself more conversant with the site conditions including procedures of work, road approaches, distance from user industries, distance from locations to/from the Gateway ports and ICD/Irugur..

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 by this Cargo / Container Handling Contract.

CONCOR reserves the right to divide the work of Cargo and Container handling at ICD/Irugur between two or more tenderers as it deems fit without assigning any reasons even though its preference would be for the same contractor to do all the work specified in this 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 overall interest of CONCOR and the Trade.

CONCOR reserves the right to pass over a tenderer who may be in the same line of business ie. Competing with CONCOR.

Thanking you,

Yours faithfully,

Chief. General Manager

CHAPTER II

GENERAL INSTRUCTIONS TO THE TENDERER

01. PREAMBLE

1.1 The Container Corporation of India Ltd., (CONCOR) manages and operates Container Terminals including Inland Container Depots (ICD), Container Freight Stations (CFS) and Domestic Container Terminals (DCT) at several places in the country. CONCOR manages and operates the Inland Container Depot at Irugur (hereinafter referred to as ICD/IGU which is located by the side of the bypass road for NH 47 adjacent to the Irugur Railway Station – about 18 Kms from Coimbatore City) . The Cargo & Container Handling Contractor to be engaged for ICD/Irugur shall be responsible to carry out the work as per the details given in chapter on **Scope of Work**.

02. BRIEF SCOPE OF WORK

2.1 The scope of work is described in greater detail in the chapter on **Scope of Work**. Briefly the scope of work will include:

- **Container Handling: Mechanical Handling of loaded and empty containers of different dimensions viz. 20 ft, 22 ft., 40 ft. and 45 ft. including high cube containers at the Inland Container Depot, Irugur.**
- **Cargo Handling, manual and mechanical, loading/unloading of cargo from and to lorries, warehouse and stuffing/destuffing of cargo into and out of domestic and international containers using manual labour/cranes/forklifts/ hand pallets etc., at ICD, Irugur.**

2.2 The tenderer should note that the scope and the quantum of work indicated in the chapter on **Scope of Work** are given only as a guide and the quantum of work is subject to variation or adjustment depending upon the actual requirements at the ICD. 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.

2.3 Tenderers should also note that CONCOR offers their customers the option of availing the services of their own labour for Cargo handling. . Therefore, any customer of CONCOR desiring to have his own arrangement, is free to do so, subject to other conditions laid down by CONCOR. **Award of the Cargo & Container Handling Contract envisaged by this tender document shall not give the Contractor exclusive right of the work.**

03. BONAFIDE OFFERS

3.1 The tenderer should be a bonafide Cargo & Container Handling Contractor of sound financial standing and should have the requisite number of container handling equipments, as described in the chapter on **Terms and Conditions Governing the Contract**. The tenderer should have adequate number of technically and professionally qualified personnel to manage the handling 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**. He should also fulfill all the other requisites laid down in the chapter on **Specific Instructions Regarding Pre-Qualification Bids**.

04. TENDER DOCUMENTS

- 4.1 The tender documents shall consist of documents required for the **Pre-Qualification Bid** and the documents required for the **Financial Bid**.
- 4.2 The following documents must be submitted in the **Pre-Qualification Bid**:
- A. Letter of Submission of Tender (Annexure–III).
 - B. Detailed list of documents indicating documents/statements submitted as part of **Pre-Qualification Bid**.
 - C. Crossed demand draft of Rs.1,00,000/- (Rupees one lakh only) towards Earnest Money.
 - D. Experience Certificates.
 - E. Documents indicating ongoing Contracts in hand, if any.
 - F. Documents regarding financial standing of the firm/company.
 - G. Solvency Certificate of Rupees 25 lakhs from a Scheduled Bank.
 - H. Documents regarding constitution of the firm/company.
 - I. Powers of Attorney (if required).
 - J. Organization Chart with list of personnel proposed to be deputed for the work indicating their qualifications and experience.
 - K.** Photocopy of the Income Tax Return filed for the financial year **2003-2004 & 2004-2005**
 - L. (i) Statement of container handling equipments and road vehicles/trailers (with certified copies of RCs required under Law) owned and proposed to be deployed for work under the contract in the format given in Annexure V
(ii) In case the contractor is likely to hire equipment from other operators, then letters of the lenders about their willingness to lend equipment/vehicles to the contractor be submitted.
 - M. This tender document with all pages intact and duly signed by the tenderer except Annexure–IV.
- 4.3 The **Schedule of Rates** given at Annexure–IV, duly filled and signed by tenderer shall be submitted in the **Financial Bid**.
- 4.4 The tender documents must be submitted in the manner prescribed in the tender letter, subsequent chapters of the tender document and as indicated further below, failing which the tender is liable to be rejected.

05. 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, availability of equipments etc., 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 that may emanate from this tender.
- 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 Cargo & Container Handling at ICD, Irugur**" as described in paragraph 7.1 below.
- 5.3 Tenders containing omissions or alternations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by full signature of the tenderer and date.
- 5.4 The tenderer shall quote rates for all the items of work mentioned in the **Schedule of Rates** (Annexure–IV). Tenders with incompletely filled schedules may not be entertained. **Please note**

that incomplete or submission of tender other than the prescribed manner or the 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 rights to reject such tenders at any stage without any financial liability.
- 5.6 Each page of the tender documents should be signed and dated by the tenderers or such person on his behalf as is legally authorised to sign for and on his behalf in the manner described below in paragraphs 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 the name of his firm with its current address.
- 5.8 If the tender is submitted by a firm in partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender documents, in which case the certified/notarized copy of the Power of Attorney shall accompany the tender documents. A certified copy of the Partnership Deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender document.
- 5.9 If the tender is submitted by a Limited Company or a Limited Corporation, it shall be signed by the duly authorised person holding the Power of Attorney for signing the tender documents, in which case a certified/notarized copy of the Power of Attorney shall accompany the tender documents. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Articles of Association of its existence before the contract is awarded.

06. SCHEDULE OF RATES

- 6.1 All rates shall be quoted only on the proper form (Annexure–**IV**) of the **Schedule of Rates** and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in paragraphs 5.7 to 5.9 above.
- 6.2 The rates in the **Schedule of Rates** should be filled in carefully after considering all the aspects of work as described in the chapter on **Scope of Work**. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer has not understood the work envisaged by this Cargo / Container Handling Contract, or did not understand or did not have full knowledge of site conditions, method of working at ICD, Irugur, method of working at the Gateway ports and/or other ICDs/CFSs/DCTs of CONCOR, various laws applicable to the work relating to Container Terminals, various distances involved in the transportation work, etc.
- 6.3 The rates quoted in the **Schedule of Rates** should be reasonable and workable. The tenderer shall submit an analysis of rates, if called upon to do so by CONCOR.
- 6.4 The rates in the **Schedule of Rates** should be quoted in figures and words. In case of discrepancy or difference between the rate(s) quoted in figures and words, the rate 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, including addition and/or omissions, in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. **The rates quoted by the tenderer shall be applicable irrespective of the volume of work.**
- 6.7 CONCOR reserves the right to retender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer ie 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.

07. SUBMISSION OF TENDERS – TIME LIMIT AND MODE

- 7.1 The tender documents duly completed should be submitted in two separate parts as already mentioned in the **Tender Letter**. The first part, consisting of the **Pre-Qualification Bid**, should be sealed in a separate envelope and superscribed as "**Pre-Qualification Bid for Contract for Cargo and Container Handling at ICD, Irugur**" This envelope should contain all the documents listed in paragraph 4.2 above and in the chapter on **Specific Instructions to Tenderers Regarding Pre-Qualification Bid**. The second part will consist of the **Financial Bid** and should be sealed in a separate envelope and superscribed as "**Financial Bid for the Contract for Cargo & Container Handling at ICD, Irugur**". Only the **Schedule of Rates**, as given in Annexure–IV, should be completely filled, signed and placed in this envelope. Both the envelopes should again be sealed in one envelope and duly superscribed as "**Tender for Contract for Cargo & Container Handling at ICD/Irugur.**"
- 7.2 The tenders duly completed as described in paragraph 5 above must reach the designated office of **Chief General Manager**, Container Corporation of India Ltd., Southern Region, 51, Montieth Road, Egmore, Chennai – 600 008, before 11.00 hours on **23.01.2006**.
- 7.3 The bids will be opened at CONCOR's office, located at the above address at 11.30 hours on **23.01.2006**. Only the envelope containing the **Pre-Qualification Bid** will be opened on the due date. The bidders or their representative may be present at the time of opening of the tenders, if they so desire.
- 7.4 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.
- 7.5 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by fax/telex/telegram/e-mail will not be considered. The Director, CONCOR, reserves the right to extend the date of submission of the tender.

08. STUDY OF LOCAL CONDITIONS

- 8.1 The tenderer is advised in his own interest to visit the site of work and get acquainted with all local conditions, road distances, means of access to the work, nature of work etc.

09. VALIDITY OF OFFER

- 9.1 The tenderer will be required to keep the offer open for a period of 120 DAYS from the last date of submission of tenders. It shall be understood that this tender document has been issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after

submitting this tender he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR

- 9.2 If the tenderer fails to observe or comply with the stipulation in paragraph 9.1 above, then the earnest money deposited by the tenderer will be forfeited to CONCOR.

10. ACCEPTANCE OF TENDER

- 10.1 The authority for acceptance of the tender documents and tendered rates will rest with the Director, CONCOR, New Delhi, 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 Acceptance of tendered rates will be communicated by Telegram or Express Letter or Formal Acceptance of tender. In case where acceptance is indicated by Telegram or Express Letter, the Formal Acceptance of tender will be forwarded to the contractor as soon as possible, but the Telegram or Express Letter should be deemed to conclude the contract.
- 10.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 10.4 If tenderer deliberately gives wrong information or conceals any information/facts in his tender which shall be favourable for acceptance of his tender or creates circumstances for acceptance of his tender fraudulently, then CONCOR reserves right to reject such tender at any stage of execution without any financial liability. Canvassing in connection with Tenders is strictly prohibited and the tender submitted by Tenderer who resorts to canvassing will be liable for rejection.

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**, Container Corporation of India Ltd., Southern Region, 51, Montieth Road, Egmore, Chennai – 600 008, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents as stipulated in the chapter on **Terms and Conditions Governing the Contract** within ten days of the date of issue of communication from the CONCOR's office and start the work immediately.
- 11.2 Failure to execute the required contract documents shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money besides any other action CONCOR takes, including termination of the contract. In such an eventuality, CONCOR may also exercise any other legal remedy available under the terms of this tender document or under Law.

12. CONFIDENTIALITY OF TENDER DOCUMENTS

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

13. POSTAL ADDRESS FOR COMMUNICATION

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

Chief. General Manager

CHAPTER III

SPECIFIC INSTRUCTIONS REGARDING PRE-QUALIFICATION BIDS

01. INTRODUCTION

- 1.1 The **Financial Bid** 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 on **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 superscribed clearly as "**Pre-Qualification Bid for awarding contract for Cargo & Container Handling at ICD, Irugur.**"
- 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 on **General Instructions to Tenderers**.
- 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–III), duly signed by the tenderer, giving complete address, telephone numbers, etc., should be submitted as a part of 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–IV 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 authorised representative. In rare cases where it is not possible to submit original documents, the tenderer may submit photocopies duly notarized or certified by a Gazetted Officer of Government of India. However, the tenderer shall submit the original documents for scrutiny and verification whenever required by CONCOR, at any time during consideration of the tender and failure to do so may result in rejection of the tender.**

02. EARNEST MONEY

- 2.1 The tenderer shall deposit a sum of Rs.1,00,000/- (Rupees One lakh only) as Earnest Money. The Earnest Money shall be deposited along with the **Pre-Qualification Bid** by crossed Demand Draft drawn in favour of Container Corporation of India Ltd., payable at Chennai and valid for a minimum period of six months from the date of issue. Document submitted without EMD will be summarily rejected.
- 2.2 Cheques, War Bonds, Guarantee Bonds, Government Securities, Stock Certificates, Bearer Bonds, Promissory-Notes, Cash Certificates, etc., will not be accepted towards the Earnest Money referred above.

- 2.3 It shall be understood that the tender documents have been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR.
- 2.4 The earnest money mentioned in paragraph 2.1 **above** shall be forfeited to CONCOR if the tenderer fails to observe or comply with the stipulation in paragraph 2.3 above or fails to execute the agreement stipulated in paragraph 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 or Bank Guarantee.
- 2.5 No interest shall be allowed on the earnest money deposited and on the security deposit as referred to under paragraphs below.
- 2.6 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in paragraph 4 of chapter on **Terms and Conditions Governing the Contract** below, subject to the conditions stipulated in paragraphs 2.3 and 2.4 above. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalized.

03. STATUS AND EXPERIENCE OF TENDERER

- 3.1 As an important part of the **Pre-Qualification Bid**, the tenderer should enclose such documents and certificates (in the same name/firm composition in which he is applying for this contract) that can prove his earlier technical and commercial experience in undertaking similar works as described in the chapter on **Scope of work**.
- 3.2 The tenderer must enclose the documents and/or certificates of experience of minimum two years (any two out of preceding three) of satisfactory Container handling at ICD or CFS or Port to the extent of at least 500 TEUs per annum for the above activity. The tenderer should have adequate number of technically and professionally qualified personnel to manage the container handling work efficiently.
- 3.3 The tenderer should also give a list of ongoing contracts in hand, if any, for similar kind of work of Cargo and Container handling, indicating clearly the name of the party, volume of work 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.
- 3.6 CONCOR reserves right to pass over a tenderer who may be in the same line of business i.e. competing with CONCOR.

04. FINANCIAL CREDIBILITY

- 4.1 The tenderer must enclose documents to prove the financial ability of his firm/company to carry out the work envisaged in this tender document. Solvency certificate of Rs. 25 lakhs from a scheduled bank must be enclosed as per format given in Annexure VI.
- 4.2 If the tenderer is a proprietary firm or a partnership firm, Income and Expenditure Account and Balance Sheet for the last two years, i.e. 2003-2004 & 2004-2005 duly certified by Chartered

Accountancy Firm must be enclosed. In the case of a company, audited Annual Reports and Financial Statements for 2003-2004 & 2004-2005 must be enclosed.

- 4.3 The tenderer must have achieved a minimum turnover of Rupees twenty five lakhs per annum during the preceding two years in the name of the firm/company that is submitting the tender.
- 4.4 The tenderer must have a minimum net worth of Rupees twenty five lakhs on the basis of the last available Annual Report or financial statement for **2004- 2005**.
- 4.5 Tenders not supported by satisfactory credentials regarding financial credibility will not be considered.**

05. CONSTITUTION OF THE FIRM

- 5.1 The tenderers, who are constituents of a Firm, Company, Association or Society, must enclose notarized or attested copies of the constitution of their Firm, Company, Association or Society and Power of Attorney and/or Partnership-deed. Co-operative societies must submit notarized or attested copy of the certificate of registration along with the documents mentioned earlier.
- 5.2 The cancellation or modification of any documents such as Power of Attorney, Partnership-deed, etc., shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 5.3 CONCOR may, recognize changes in the documents mentioned in paragraph 5.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

06. COMPLIANCE OF INCOME TAX ACT:

- 6.1 The tenderer shall submit the photocopy of the Income Tax Return filed for the Financial Year 2004 – 2005.**

7.0 EQUIPMENT AND OTHER FACILITIES

- 7.1 **Container Handling:** The Contractor must own or possess on long term hire a minimum of **one heavy duty sling crane of 40Tonnes with spreader for handling loaded container, own or hire one sling crane of 10 tons capacity or forklift truck for handling empty containers.:**
Cargo Handling : The contractor should own or hire **a minimum of two forklift trucks of not less than 3 tons capacity for handling cargo and two hand pallets for shifting of cargo inside the warehouse one 40' double axle trailer for intercarting to carry out the work tendered for as described in paragraph 14 of Chapter–V on Terms and Conditions Governing the Contract.** The tenderer is requested to peruse the same while submitting the list of container handling equipment.
- 7.2 Equipments proposed to be deployed by the tenderer should be in good fettle and capable of handling all types of containers in accordance with ISO standards stipulated for container.
- 7.3 The forklifts and the trailer to be deployed by the tenderer should be of 1998 or above model and the sling crane proposed.
- 7.3 The tenderer shall attach a Statement of equipments proposed to be deployed. The make/model, year of manufacture, capacity, mechanical condition etc. of the equipment should be clearly indicated in the format annexed as Annexure V. Supporting documents, such as copies of Registration Papers, Safety Certificates etc., vehicles to be deployed should also be enclosed.
- 7.4 As indicated in Chapter–V on **Terms and Conditions governing the Contract**, the tenderer must own some of the equipment. For other equipment, the ownership of the equipment should be indicated and in the case of equipment(s) not owned by the tenderer, an undertaking or agreement

from the owners for the use of such equipment(s) by the tenderer during the duration of the contract must be enclosed.

- 7.5 Failure to submit the information and documents mentioned in paragraphs 7.1 to 7.3 above along with the **Pre-Qualification Bid** will render the tender liable for rejection.

Chief. General Manager

CHAPTER IV
SCOPE OF WORK

01. PREAMBLE

- 1.1 The Container Corporation of India Ltd., (CONCOR) manages and operates Container Terminals including Inland Container Depots (ICD), Container Freight Stations (CFS) and Domestic Container Terminals (DCT) at several places in the country. CONCOR manages and operates the Inland Container Depot **Irugur** initially as a road based ICD and subsequently with rail transfer facility also at a sprawling area of **42** acres of land at Irugur. Inland Container Depot /Irugur (hereafter referred to as ICD/IGU) is located adjacent to the by pass Road to the National Highway 47 by the side of Irugur Railway Station at an approximate distance of 13 Kms from Coimbatore City . The Cargo/Container Handling Contractor to be appointed shall be responsible for the handling of cargo by manual / mechanical means and mechanical handling of containers at the ICD as per the details given below.
- 1.2 The scope of the work covered by the contract consists of:

Container Handling:

- (i) Unloading loaded/empty container from trailer to ground and stacking at appropriate place.
- (ii) Loading of loaded/empty container from ground or from appropriate stack on to the trailer
- (iii) Transshipping load / empty container from one road trailer to another road trailer
- (iv) Shifting/inter carting load/empty containers within the ICD.

Cargo Handling:

Stuffing/destuffing of cargo in carton, bagged stuff etc., into/from a container using manual labour.

Stuffing/destuffing of cargo in pallets , machinery etc., into/from a container using mechanical equipment

(crane, forklift etc.,)

Loading/unloading of cargo on to/from road vehicles using manual/mechanical labour either from and to a container or from and to the warehouse/ground or directly to/from a container.

More specifically, it will involve the following individual and cycle operations..

A. Individual Operation: (outside the cycle)

Container Handling:

- (i) **Transferring loaded container from the appropriate stack to the road vehicle or vice versa**
- (ii) **Transferring empty container from the appropriate stack to the road vehicle or vice-versa.**
- (iii) Transferring loaded container from the appropriate stack / directly from another road vehicle to a road trailer or vice-versa.
- (iv) Transferring empty container from the appropriate stack / directly from another road vehicle to a road trailer or vice-versa.

Cargo Handling

- i. Unloading of cargo from road vehicle using manual / mechanical means and stacking at the appropriate place or loading of cargo from the appropriate stack into a road vehicle using manual / mechanical means:

B. Cycle Operation

EXPORT CYCLE

(1) CFS stuffing:

Unloading export cargo from the road vehicle ,stacking at the appropriate place in the ware house, transferring empty container from appropriate stack to the stuffing point near the warehouse deploying the **empty handling crane**, stuffing the cargo stacked from the CFS under the supervision of customs into the container, including preparation of Tally Sheets sealing and transferring the loaded container either to a trailer **or to a appropriate stack** or vice versa by deploying **Heavy duty sling crane**..

(2) Direct stuffing:

Transferring empty container from the appropriate stack to the stuffing point, unloading the export cargo from the road vehicle,stuffing the same directly into the container under customs supervision, including preparation of Tally Sheets, sealing and loading the export container to a road vehicle or to a **appropriate stack** or vice versa by deploying **Heavy duty sling crane**.

(3) Factory stuffing :

Transferring the empty container from the appropriate stack to a road vehicle for factory stuffing, unloading the loaded container returned after factory stuffing to the ICD, **stacking in the appropriate place and loading it on to a trailer for movement to the gateway port.**

(4) Factory stuffing and direct movement to Port

Transferring the empty container from the appropriate stack to a road vehicle for factory stuffing. The container after stuffing at the Factory in the presence of CONCOR representative/Surveyor will move directly to Gateway Port completing all Customs formalities at the Factory.

IMPORT CYCLE

1.CFS destuffing:

Unloading of loaded import container directly from road vehicles coming from gateway port to appropriate stack or destuffing point for customs examination. Transferring loaded import container from the appropriate stack to the destuffing point for custom examination, seal cutting, destuffing the cargo from the container and stacking at the appropriate place in the CFS, including preparation of Tally Sheets removing the empty container to the appropriate stack, loading the cargo into road vehicles for delivery..

2.Direct destuffing:

Unloading of loaded import container directly from road vehicles coming from gateway port to appropriate stack or destuffing point for customs examination. Transferring loaded import container from the appropriate stack to the destuffing point for customs examination, seal cutting,, destuffing the cargo from the container including preparation of Tally Sheets, loading into the road vehicle for delivery and removal of the empty container to the appropriate stack.

3.Factory destuffing:

Unloading of loaded import container directly from road vehicles coming from gateway port to appropriate stack or destuffing point for customs examination. Transferring loaded import container from appropriate stack to the nominated point for custom examination, seal cutting, custom examination, resealing, loading the loaded container on to the trailer for factory destuffing , unloading the empty container on return from the road vehicle and stacking at the appropriate stack.

1.3 IMPORTANT NOTES

- i) All rate quotes quoted for Handling by the tenderers in respect of loaded containers should be for a TEU/FEU (20/22'40/45' container).

- (ii) All rates quoted for by the tenderer in respect of unloading/loading of cargo from road vehicle should be for a TEU (consisting of approximate **1.5** lorries) and for a FEU (consisting of approximate 3 lorries).
 - (iii) Common Base Rate for manual as well as mechanical handling of cargo should be quoted and wherever mechanical means (forklift/crane) are required to be used for handling the cargo, 1.25 times of the Base Rate will be applicable in the case of individual operation(single handling) and 1.10 times the cycle base rate for the cycle operation.
- 1.4 The scope of work indicated in the paragraphs above is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.5 The tenderer is advised to acquaint himself with the exact location, road approaches and the facilities at the ICD/IGU and with the Industrial Areas in the catchment area of the ICD He is also advised to familiarize himself with the procedures and method of working of various ICDs/CFSs/DCTs and Ports, specially the gateway ports of Tuticorin, Cochin and Chennai.
- 1.6 The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to Director, Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the tenderer/contractor.
- 1.7 The contractor shall arrange his own supervisors, operators, and road vehicles as described further in the chapter on **Terms and Conditions governing the Contract** for carrying-out the work described in the paras below.
- 1.8 The tenderers are informed that all customers of CONCOR will have the option of transporting their containers by any transporter of their own choice and for using their own labour, if they so desire subject to extant instructions issued by CONCOR..

02. SCHEDULE OF QUANTITIES

- 2.1 The quantities indicated in the schedule below are only an approximate estimate of the annual volumes expected under various heads of activities described briefly in paragraph 1.2 above. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities. The quantities below are only an approximate estimate and shall not be a basis for any dispute with regard to the rates quoted by the tenderer/contractor or for the alteration of **Terms and Conditions governing the Contract**.

Container Handling

		Anticipated annual volume	
	NATURE OF WORK	20’/22’	’40’/45’
OC1	Transferring loaded container from the appropriate stack / directly from another road vehicle to a road trailer or vice-versa.	60	24
OC2	Transferring empty container from the appropriate stack / directly from another road vehicle to a road trailer or vice-versa.	1080	1800

<u>Cargo Handling</u>			
OC3	Unloading of cargo from road vehicle using manual / mechanical means and stacking at the appropriate place or loading of cargo from the appropriate stack into a road vehicle using manual / mechanical means.		600 Metric Tonnes
<u>Cycle Operation</u>			
E1	CFS stuffing: Unloading export cargo from the road vehicle, stacking at the appropriate place in the ware house, transferring empty container from appropriate stack to the stuffing point near the warehouse deploying, stuffing the cargo stacked from the CFS under the supervision of customs into the container, sealing and transferring the loaded container to a trailer.	1200	120
E-2	Direct Stuffing : Transferring empty containers from appropriate stack to the stuffing point, unloading the export cargo from the road vehicle, stuffing the same directly into the container under customs supervision, sealing and loading the export container to a road vehicle	240	60
E-3	<u>Factory stuffing</u> : Transferring the empty container from the appropriate stack to a road vehicle for factory stuffing, unloading the loaded container returned after factory stuffing to the ICD, stacking in the appropriate place and loading it on to a trailer for movement to the gateway port.	240	960
E4	<u>Factory stuffing and direct movement to Port</u> Transferring the empty container from the appropriate stack to a road vehicle for factory stuffing. The container after stuffing at the factory in the presence of CONCOR representative/surveyor will move directly to Gateway Port completing all Customs formalities at the Factory	240	300
M1	CFS Destuffing: Transferring loaded import container from trailer to the appropriate stack, placement at the destuffing point for custom examination, seal cutting, destuffing the cargo from the container and stacking at the appropriate place in the CFS, removing the empty container to the appropriate stack, loading the cargo into road vehicle for delivery.	60	24

M2	Direct Destuffing: Transferring loaded import container from trailer to the appropriate stack, placement at the destuffing point for customs examination, seal cutting, destuffing the cargo from the container, loading into the road vehicle for delivery and removal of the empty container to the appropriate stack.	600	60
M3	Factory Destuffing: Transferring loaded import container from trailer to appropriate stack, placement at the nominated point for custom examination, seal cutting, custom examination, resealing, loading the loaded container on to the trailer for factory destuffing, unloading the empty container on return from the road vehicle and stacking at the appropriate stack.	120	60

Note: The rates quoted for cargo handling will be the base rate deploying manual labour. If the nature of the cargo involves utilizing mechanical means like forklift, crane etc., in addition to man power, a higher rate equal to 1.25 times of the Base Rate will be admissible in the case of individual operation(single handling) and 1.10 times the cycle base rate in the case of cycle operation.

03. CUSTOMS EXAMINATION

- 3.1 It should be clearly understood by the tenderer/contractor that the transportation of containers at the Port is for the purpose of import and export of cargo in containers. The activities related to exports and imports will, therefore, involve examination and clearance by Customs Officials at various stages. The contractor shall facilitate such examination whenever directed to do so by Customs or CONCOR Officials. Customs examination along with other associated work shall be included in the scope of work described in the paragraphs above and no separate payment will be due for the same.
- 3.2 The delays resulting from examination and release of cargo/containers by Customs will not cause a ground for claim of any sort by the **Handling contractor** on CONCOR.
- 3.3 Any overtime charge raised by Customs due to delay caused by the **Handling contractor** shall be payable by him and CONCOR shall not make any additional payment to him on this account.

04. INCIDENTAL WORK

- 4.1 In the course of carrying-out the work indicated in this chapter and other chapters of this tender document, the following general duties may also have to be performed by the contractor for which no separate payment will be made by CONCOR to the Contractor.
 - A. Movement of containers in the manner required by CONCOR/Customs Officials whenever a joint check is warranted due to defective seals, damage to containers, etc.
 - B. Moving of loaded or empty containers within the ICD as deemed necessary by CONCOR officials for the convenience of handling traffic within ICD.
 - C. Shifting empty containers for house keeping within ICD premises.
 - D. Providing periodical information and statements about container handling in formats specified by CONCOR.
 - E. Providing on-line/real-time information about container handling through means or equipment specified by CONCOR.
 - F. Weighing of outward and inward cargoes.
 - G. Sealing/Riveting the containers.

Chief General MANAGER

CHAPTER-V

TERMS AND CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

- 1.1 The Container Corporation of India Ltd., (CONCOR) manages and operates Container Terminals including Inland Container Depots (ICD), Container Freight Stations (CFS) and Domestic Container Terminals (DCT) at several places in the country. CONCOR manages and operates the ICD at Irugur (hereafter referred to as ICD/IGU) initially as a road based facility and with the commissioning of the railway siding will have subsequently rail transfer facility also. The Contractor to be appointed shall be responsible for the handling of Cargo and Container at the ICD. Irugur, as per the details given in the chapter on **Scope of Work**.
- 1.2 The above activities and movement will be as directed by and under control of Container Corporation of India Ltd., Inland Container Depot, Irugur.
- 1.3 The contract, which may emanate from this tender document, shall be governed by the terms and conditions as contained in this chapter and also the other provisions as contained in the other chapters and annexures forming a part of this tender document. This tender document shall be the sole repository of the terms and conditions of the contract.

2. LOCATION OF THE ICD/IRUGUR

- 2.1 The ICD is located adjacent to the bye pass road to the national highway 47 at Coimbatore by the side of the Irugur railway station and is at an approximate distance of 13 km from Coimbatore City.

3. PERIOD OF CONTRACT

- 3.1 At the initial stage, the contract shall be awarded for a period of two years from the **date** of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by two more years, in case it considers it necessary. The extension shall be granted on the basis of mutually negotiated rates.

4.0 Commencement of the Contract :

- 4.1 The date of starting of work at the terminal shall be treated as the date of commencement of contract.

5.0 SECURITY DEPOSIT

- 5.1 The successful tenderer shall furnish a security deposit of Rs.3,00,000/- (Rupees three lakhs only) towards successful performance under the contract within ten days from the date of issue of formal

letter of acceptance/ award of contract. This amount shall be deposited through Bank Demand Draft drawn in favour of "Container Corporation of India Ltd.," payable at Chennai..

5.1 should be noted that no interest shall be payable by CONCOR on the security deposit mentioned in paragraph 5.1 above.

5.2 The Director,(IM&O), CONCOR, may at his discretion increase the amount of security deposit, mentioned in paragraph 5.1 above, proportionate to the increase in the volume of the work, but not exceeding 50% of original security deposit referred to in paragraph 5.1. The decision of the Director CONCOR, with regard to the volume of work and the value of the security deposit shall be final and will be binding on the contractor.

06. RECOVERY FROM SECURITY DEPOSIT

6.1 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right.

6.2 CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand of this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.

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, as mentioned in paragraph 5.1 above, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

07. REFUND OF SECURITY DEPOSIT

7.1 The security deposit shall, subject to any deduction that may be made there from, be returned to the contractor within four calendar months after the termination of the contract and on issuance of no dues certificate by the Terminal In-charge, ICD/Irugur. However, if there is a delay, the contractor shall not be entitled to any interest.

7.2 In the event of any dispute arising between CONCOR and the contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the contractor singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem sufficient until and dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such deductions made by CONCOR.

08. BANK GUARANTEE/FIXED DEPOSIT RECEIPTS

8.1 The contractor shall furnish a Bank Guarantee for **Rs.3 lakhs** (Rupees three Lakhs only) from a Scheduled Bank in proforma at Annexure-II within ten days of the date of commencement of contract to cover any loss or damage caused to or suffered by container or cargo or CONCOR due to acts of commission or omission by the contractor or for any failure on the part of the contractor in fulfillment of the terms and conditions of contract and conditions contained in the agreement and this tender document, and as required by Customs rules and regulations.

- 8.2 As an alternative to the Bank guarantee, the contractor may furnish Fixed Deposit Receipts (FDR) duly discharged in advance in favour of Container Corporation of India Ltd., for an amount of **Rs.3 Lakhs** (Rupees three lakhs only) from a Scheduled Bank. CONCOR will have the right to encash these FDRs so as to cover loss or damage caused to or suffered by container or cargo or CONCOR due to acts of commission or omission by the contractor or for any failure on the part of the contractor in fulfillment of the terms and conditions of contract as defined elsewhere in this tender document, and as required by Customs rules and regulations. The interest accrued on these FDRs will continue to be credited to the contractor's account and CONCOR shall not lay any claim to it.
- 8.3 The value of the Bank Guarantee or FDRs referred above may be increased at a subsequent date, if found necessary, for covering the items described in paragraphs 7.1 and 7.2 above. The decision of the Director, CONCOR, will be final in deciding the revised value of the Bank Guarantee or FDRs.

09. CARRIER'S LIABILITY INSURANCE

- 09.1 It will be in the interest of the contractor to obtain an open Insurance Policy specified in Carrier's Liability Insurance Policy.

10. AGREEMENT FOR ACTING AS CONTRACTOR FOR CONCOR

10.1 The successful tenderer will be required to sign an agreement for acting as Cargo / Container handling Contractor for Container Corporation of India Ltd., as per the format at Annexure-I within a period of ten days of the date of issue of communication to that effect from CONCOR's office. Thereafter, the Contractor shall start the work within 7 days of the execution of contract agreement or on the date specified by CGM/SR, whichever is later.. Failure to do so shall constitute a breach of contract leading to forfeiture of Security Deposit.

11 VOLUME OF WORK

11.1 No definite quantum of work can be guaranteed. However, CONCOR expectations for various categories have already been made clear in the Chapter on Scope of Work.

11.2 The description of work given in the chapter on **Scope of Work** or the volume of work given above in this chapter shall not be a cause of any dispute about the rates of contracts or nature and extent of operations. The nature and the extent of the work is and shall remain subject to variation and adjustments depending upon the actual operational and commercial requirements. The description and volume of work as given in **Scope of Work** should be treated as guidelines and not as an exhaustive list of duties.

11.3 CONCOR reserves the right to negotiate fresh rates for any additional category of work arising during the currency of this contract for which the first preference will be given to the contractor. However, if the contractor fails to give reasonable rates, then CONCOR shall be free to make alternative arrangements.

12. GENERAL DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

12.1 The contractor will have to comply with all laws, rules and regulations of Central Government, State Government, and local Municipal Corporation and other government bodies with regard to the road vehicles. The contractor shall indemnify CONCOR against any infringement of such law, rules and regulations.

- 12.2 All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death etc. The contractor shall indemnify CONCOR against liabilities arising out of the contractor's obligations on this account.
- 12.3 The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Among others, he shall specifically ensure compliance with the following Laws/Acts and their re-enactments/amendments:
- A. The Payment of Wages Act, 1936.
 - B. The Factory Act, 1948.
 - C. The Workmen's Compensation Act, 1923.
 - D. The Employees Provident Fund Act, 1952.
 - E. The Contract Labour (Regulation and abolition) Act, 1970.
 - F. The Payment of Bonus Act, 1965.
 - G. The Payment of Gratuity Act, 1972.
 - H. The Equal Remuneration Act, 1976.
 - I. The Employees State Insurance Act, 1948.
 - J. The Industrial Disputes Act, 1947.
 - K. The Employment of Children Act, 1938.
 - L. The Motor Vehicles Act,
- 12.4 Wherever any License/Permission from or Registration with Local or State or Central Authorities is required under the above acts/law or any other laws governing the work contracted for, including those for vehicles, the contractor shall at his own cost arrange for such Licence/Permission/ Registration. He shall also be liable for producing for inspection such certificates and licences as and when required by the respective authorities or CONCOR.
- 12.5 The contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in CONCOR's Container Terminal.
- 12.6 The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for vehicles/trailers, employees or workers engaged by him, including miscellaneous charges, if any. These charges shall be borne by the contractor. No claim on this behalf shall be entertained by CONCOR.
- 12.7 The contractor shall deploy efficient and reliable staff and supervisors for the work after due police verification.
- 12.8 The contractor shall ensure that the vehicles are operated by experienced and qualified staff as per requirement of local transport and other authorities and the Law. The contractor shall indemnify CONCOR against any infringement of such law, rules and regulations.
- 12.9 The contractor shall be liable for all acts of commission or omission of his employees. He shall forthwith discharge any of his employee who is reported by CONCOR to be undisciplined or of poor moral character or incompetent or negligent.
- 12.10 The contractor shall give his employees neat and clean uniforms at no extra cost to CONCOR and ensure that all his employees wear the prescribed Identity Cards. He shall also provide office

equipment, communication equipment, etc., as prescribed by CONCOR from time to time for efficient execution of the work.

12.11 The contractor shall provide adequate number of supervisors, drivers, and other workers to ensure proper and timely movement of containers, including performance of incidental and general services, with the utmost expedition to the satisfaction of CONCOR.

12.12 The contractor shall not receive container in damaged condition/container whose original seals have been tampered with or whose contents appear to have been damaged and/or pilfered and will always act only on the instructions of the Terminal In-charge, ICD in such cases.

12.13 CONCOR transports EXIM containers in bonded state. It is responsible to the Customs for the safety of EXIM cargo during transit and has to furnish a "Continuity Bond" of an appropriate amount to the Customs. The contractor will be liable for the element of Customs duty also for any loss or damage to the cargo during the course of Cargo /Container handling by the Contractor.

12.14 The Contractor shall exercise due care and take all precautions while handling Cargo / Container to avoid any damage or loss to the containers or cargo at any stage. The Contractor shall be responsible for the safety of containers and cargo while they are in his custody. CONCOR shall be at liberty to take action under paragraph 19 below to invoke the Bank Guarantee or encash the FDRs furnished by the Contractor.

12.15 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.

12.16 The contractor shall not carry out any direct business dealings with any customer of CONCOR without the prior approval of CONCOR. He shall not receive/handle the containers for any customer of CONCOR directly.

12.17 The contractor shall provide necessary modern equipment for communication of voice and data, as prescribed by CONCOR from time to time, to his supervisors and employees for ensuring efficiency of operations.

12.18 The contractor shall abide by all the rules, procedures, directions and instructions given by CONCOR officials, which are not inconsistent with the Terms and Conditions of the Contract, for the efficient working of the ICD.

12.19 The Contractor shall be liable to compensate CONCOR for all damage and losses and Claims in respect of injuries or damage to any person or material or physical damage to property belonging to Concor whether in his possession or not, through his negligence, misconduct, default or any other Act of commission or omission or that of his Agents, servants or employees.

13 SCHEDULE FOR COMPLETING ASSIGNED WORK

13.1 The Contractor shall carryout the various activities assigned to him under this contract with expedition within the time prescribed by CONCOR. Failure to comply with the time schedules for various

activities shall be deemed as unsatisfactory performance and CONCOR shall be free to take necessary action in addition to specific measures mentioned below.

- 13.1.1 It should be noted that the work of Handling of Containers/Cargo shall be done round-the-clock, seven days a week. The work of Cargo handling at the ICD shall be done as per timings decided by CONCOR from time to time.
- 13.2 Containers for factory stuffing/destuffing shall be dispatched on road trailers at timings suitable from the point of view of traffic regulations and working conditions at the customer's factory.

14. EQUIPMENT FOR CARGO & CONTAINER HANDLING

The Contractor is required to deploy and own equipments/vehicles as per the Table given below. The Container Handling equipment proposed to be **deployed should be in good working condition.**

15. EQUIPMENT DEPLOYMENT

- 15.1 Suitable and adequate container handling equipments are required to be positioned to execute the job order within the efficiency parameters detailed below. The equipments should conform to international standard and certified fit by the competent authority with regard to suitability and safety in operation.

In the event of failure, replacement/or alternative arrangement should be made so that the activities are not affected for more than five hours in any case. While the contractor is free to position any number of equipments for the prescribed work, which may fluctuate on a day-to-day basis depending on the trend of traffic, minimum number of equipments required to be deployed, owned and taken on hire are given below:

Sl.No.	Type of equipment	Total No. of equipments to be deployed	Minimum to be owned.	Permissible hired equipment.
1.	Heavy duty sling crane of 40 Tons capacity with spr eader.	One	Nil	One
2.	Sling Crane/FLT of 10 Tons capacity.	One	Nil	One
3.	Forklift not less than 3 Tons capacity. (1998 & above)	Two	Nil	Two
4.	40' Double Axle Trailer for inter-carting (1998 & above)	One	--	One
5.	Hand pallet	Two	Nil	Two

- 15.2 No equipment utilising internal combustion engine shall emit undue/excessive smoke and all of them shall conform to pollution control standards under the environmental rules and regulations. All

vehicles shall carry pollution under check certificate while on duty. The contractor shall also ensure that there are no oil spills in the Inland Container Depot premises.

- 15.3 There shall not be any leakage of oil from the equipment either inside the Warehouse or in the yard. In case if due to unforeseen circumstances, leakage occurs it shall be attended to immediately and the area soiled by the equipment shall be cleared using necessary detergents, acid etc. to the satisfaction of the Terminal manager. Failure to do so will be considered as an unsatisfactory performance and the Terminal Manager at his discretion may impose suitable penalty.

16.0 REPLACEMENT OF EQUIPMENTS

- 16.1 The contractor shall ensure immediate replacement of a **equipments** due to its being involved in accidents, mishaps, detention and/or impounding by concerned authorities, becoming out of order or road unworthy, etc., for handling of containers. In such eventualities, the contractor shall inform CONCOR in writing without any loss of time.
- 16.2.1 In case the contractor fails to promptly substitute **equipments** in good working and presentable condition and in case alternative arrangements are made by CONCOR for handling of containers, it will be on the contractor's risk and cost, till suitable replacement is provided by the contractor.
- 16.3 The decision of CONCOR as to the extent of expenditure incurred and/or loss sustained by CONCOR in this regard shall be final and binding on the contractor. CONCOR shall have the right to recover such expenditure and loss as sustained by it and CONCOR shall recover the same from the Security Deposit or pending bills of the contractor.
- 16.4 In case of contractor's vehicle getting damaged whether by way of accident or due to any other reason whatsoever, it shall be the contractor's responsibility to get the same repaired at contractor's own cost and expenses, and CONCOR shall not be liable either for the expenditure incurred by the Contractor on the repairs and/or on replacement of spare-parts of such vehicles or in any other manner whatsoever.

17 SAFETY

- 17.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling all types of containers, transportation of all types of containers, handling of all types of cargo and stuffing/destuffing of containers. The contractor shall follow the safety requirements mentioned in this chapter and as applicable by laws, rules and regulations all the time during the period of contract.
- 17.2 The contractor shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 17.3 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/injuries to containers or cargo or to Customs or to any other person or damages to property belonging to CONCOR, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or security deposit OR Bank Guarantee/FDR under this or any other contract of this party with CONCOR for any other place/location.

18.0 EFFICIENCY PARAMETERS EXPECTED AND PENALTY FOR DEFICIENCY IN SERVICE

18.1 Since CONCOR believes in promoting quality services to its customers, it has certain expectations about the standard/quality of handling as per which the contractor will be expected to handle all **road vehicles/ with due expediency**, in minimum possible times. .

18.2 While CONCOR would expect contractors to perform with utmost efficiency, it would be constrained to levy the following penalties and recover them from the bills of the contractor.

18.3 (a) CONTAINER HANDLING:

ROAD OPERATION: Failure to load/unload empty/load containers from/to a road vehicle within one hour of issue of Job Order – Rs,1,000/- for each case.

(b) CARO HANDLING

Loading/unloading of cargo : failure to start loading/unloading cargo from and to road vehicle/container/warehouse within one hour of the issue of Job Order., - Rs.1000/- for each case.

18.4 **Yard Dressing:**

CONTAINER:

a) Loads and empties will be stacked separately in the respective area unless otherwise advised by CONCOR.

b) 20, 22 ft, 40., 45 ft. Special type containers like Open Top, Tank containers etc. to be stacked separately.

c) Shipping line wise stacking to be done as advised by CONCOR

d) CONCOR will allot adequate space to ensure scientific method of stacking

CARGO:

- 1. Cargo pertaining to one shipping Bill is to be stacked together in the warehouse**
- 2. Cartons/Packing opened for Customs examination shall be closed neatly and replaced along with other cartons immediately after inspection.**
- 3. Stacking of cargo to be done judiciously as directed by CONCOR to make optimum use of the Ware House space.**
- 4. CONCOR will allot adequate space to ensure scientific method of stacking**

- 18.5 The Contractor shall pay at his cost all types of tax as per the Motor Vehicles Act or Statutory Provisions, and/or any other levies imposed by the different State Governments, Local Bodies, etc., from time to time.
- 18.6 Notwithstanding anything contained herein above due to reasons beyond the control of CONCOR e.g. riots, violence, calamities, fires, strikes by employees, lockouts, failure of electricity/machinery, non-availability of export cargo/import cargo, CONCOR shall have the absolute right to suspend transportation of containers on any day or number of days. In such cases the contractor shall have no right to claim from CONCOR any compensation, damage, loss, etc., whatsoever in connection with the suspension of work.

19. UNSATISFACTORY PERFORMANCE

- 19.1 The performance criteria for work under the contract have already been specified which also describe the penalties associated with violation of such criteria. In addition, over and above the charges recoverable from the contractor as described in para 18 above, the Contractor shall be liable to be fined up to Rs.5000/- (Rupees five thousand only) at the sole discretion of the officials of CONCOR for unsatisfactory service or any lapses, misconduct on the part of their employees, servants or workmen in day to day operations and such fines will be recoverable from the handling bills of the contractor.
- 19.2 The contractor shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at 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 liberty to carry on the work under this agreement through any other agency or by engaging vehicles and staff directly for the work 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.
- 19.3 CONCOR will be free to take above action even in the event of the contractor's employees/drivers etc. going on strike, or if there is suspension or delay of work due to the non-availability of drivers or trailers or any other cause or if the progress of the work is affected due to shortage/inadequate provision of vehicles or failure on the part of the contractor to do any work either in full or part as stipulated in the agreement.
- 19.4 In the event of unsatisfactory service or any failure at any time on the part of the 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), it shall also be open to CONCOR to terminate this contract by giving ten days notice. In the event of such termination of the contract, CONCOR shall be entitled:
- i) To forfeit the security deposit as it may consider fit
 - ii) To get the balance work done by making an alternative arrangement as deemed necessary
 - iii) To 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.

- 19.5 If the extra expenditure incurred by CONCOR as mentioned above is more than the security deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from pending bills of the contractor or from money due to the contractor by CONCOR under this or any other contract of his with CONCOR anywhere or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence on such recoveries or termination of the contract as stated above.
- 19.6 The certificate of the CONCOR official In-charge of the ICD/CFS as to the sum payable to the contractor, or if he had carried out the work in question under the terms of contract, shall be final and binding on the contractor.
- 19.7 CONCOR will also have the liberty to seek a cause of termination of contract by serving an advance 60 days notice against contractor in case there are strong business reasons for it doing so as determined by its management.

20 PAYMENT

- 20.1 The certificate of the Terminal In-charge, ICD/Irugur, as to the sum payable to the contractor, if he had carried out the work in question under the terms of contracts, shall be final and binding on the contractor.
- 20.2 Subject to any deductions, which CONCOR will be authorised to make under the terms of the contract that may be applicable while accepting the tender, the Cargo/Container Handling Contractor shall be entitled for payment as described below.
- 20.3 CONCOR will issue *Job Orders* for carrying out cargo/ container handling under this contract at the ICD/Irtugur . The contractor, immediately after completion of the work, shall report the compliance of the *Job Order* given in writing to CONCOR to enable it to issue the *Work Done Statement*, which shall be enclosed along with the monthly handling of container / cargo *Bills* for the work done in the previous fortnight. The *Bills* will not be entertained without the *Work Done Statement*.
- 20.4 The contractor shall prepare and submit monthly *Bills* in prescribed forms based on the quantum of work done during the month to the Terminal In-charge,ICD/Irugur,, described above. Payment of ninety percent of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges due, including income tax at the prescribed rates. The aforesaid payment of the *Bill* will ordinarily be made within ten days of submission. Delay in payment, however, shall neither entitle the contractor to claim any interest nor provide a basis for termination of contract.
- 20.5 Payment shall be made through cheques. The successful tenderer undertaking the work shall intimate in writing CONCOR the name of the person or organization in whose favour the cheque for amounts due to him should be drawn.
- 20.6 Payment of the balance ten percent of the *Bill* referred to in paragraph 20.4 above shall be arranged after ensuring compliance with the provisions of this contract.
- 20.7 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc., or any cause whatsoever from handling bills and from the security deposit or any other amounts due to him. In the event of any such

recoveries or adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

21 RATE REVISION CLAUSE

1. The contract prices shall remain firm throughout the contract period except for variation in diesel (HSD) prices. CONCOR will increase or decrease the rates at six monthly frequency @0.3% for every 1% increase or decrease in base HSD (diesel) price due to any Govt. Notification etc., duly supported by documentary evidence.
2. First rate revision would be done only **after 6 months** of commencement of Contract, w.e.f. first of the month following completion of 6 months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of two (2) years on, say, **1st April 2005**, there will be **three rate revisions** due during two (2) years period. 1st rate revision would be due w.e.f. 1st November .2005, 2nd w.e.f.1st May 2006 and **3rd w.e.f. 1st November 2006**
3. The rate revision would be regulated by the following formula:

(a) For 1st rate revision

$$\% \text{ increase in contract rates} = (P1 - PB)/PB \times 100 \times 30/100$$

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

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

(b) For subsequent six monthly rate revisions

$$\% \text{ increase in contract rates} = (PE - PB)/PB \times 100 \times 30/100$$

where

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

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

Illustration

Suppose the HSD price on the date of submission of the tender mentioned in para 2 above was Rs.22.20 per litre and it is Rs.25.20 per litre on 1st Nov.2005. According to the formula, %age increase in contract rates will be as under:

(a) For 1st rate revision (on 01-11-2005)

$$\begin{aligned} &= (P1 - PB)/PB \times 100 \times 30/100 \\ &= (25.20 - 22.20)/22.20 \times 100 \times 30/100 \\ &= 4.05\% \text{ i.e., an increase of 4.05\% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.} \end{aligned}$$

(b) For second rate revisions on 1st May 2006, let the HSD price as on 01-5-2006 be Rs.22.12 per litre. Then, in this case:

$$= \frac{(PE - PB)}{PB} \times 100 \times \frac{30}{100}$$

$$= \frac{(22.12 - 22.20)}{22.20} \times 100 \times \frac{30}{100}$$

= -0.11% i.e.a decrease of 0.11% in the originally accepted contract rates on which rate revision is specifically provided for in the Contract.

4. The revision on the basis of above principle will remain valid for the original period of contract which will be 2 years, as per provisions of tender. In case CONCOR management decides to extend the original contract period by one or two years, CONCOR may negotiate the prices with the TO depending upon market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have rights to exit for the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at same rates for another 4 months, beyond the initial contract period, to enable CONCOR finalise alternative arrangements. In case, extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective.

22 TIME LIMIT FOR SUBMISSION OF BILLS

- 22.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof.
- 22.2 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 four months from the date on which payment of the original claim thereto was made. Any claim for such under payment not received within the stipulated three-month period shall be liable to be summarily rejected by CONCOR.

23 DEDUCTIONS TOWARDS INCOME TAX OR OTHER STATUTORY LEVIES AT SOURCE

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

24 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled in terms of paragraph 26 below. The absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carryout or render such services.

25 DERIVING OF RATES FOR ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

- 25.1 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below.
- 25.2 As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
- 25.3 If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (Container Terminal) nearby would be applicable.
- 25.4 If no such rates were available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
- 25.5 The decision of the Director, CONCOR, with respect to the rates for extra/substituted items of work will be final and binding.

26 ILLEGAL GRATIFICATION

- 26.1 Any bribe, commission, gift or advantage taken or promised to the taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorised representative from the users of the ICD shall in addition to any criminal liability that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by CONCOR.
- 26.2 The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of CONCOR and if he shall do so, CONCOR shall be entitled forthwith to rescind the contract and all other contracts with CONCOR.
- 26.3 CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and CONCOR.
- 26.4 Any question or dispute as to the commission of any offences or compensation payable to CONCOR under these clauses shall be settled by the Director of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

26.5 PROHIBITION AGAINST TAKING WORK FROM CONCOR EMPLOYEES OR GOVERNMENT SERVANTS

No person, who has retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government Service or CONCOR, shall be a contractor of CONCOR..

27 ARBITRATION

- 27.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, instructions, etc., mentioned in this contract; the quality of work-manship or performance of handling of container / cargo; any other question, claim, right, matter or thing whatsoever in any way rising out of or relating to the contract; specifications, operating instructions, orders or these conditions; and the execution concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of any such person appointed by the Director, CONCOR, who is willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates

- and that in the course his duties as such he had expressed views on all or any of the matters in dispute or difference.
- 27.2 The Arbitrator, to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason, the Director, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.
- 27.3 It is also a term of this contract that no person other than a person appointed by Director as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 27.4 Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- 27.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of his dispute. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 27.6 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 28.7 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- 28.8 Arbitrator shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 28.9 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 28.10 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 28.11 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

29 RELATIONSHIP WITH THIRD PARTIES

All transactions between the contractor(s) and third parties, who are in no way connected with transportation of containers from and to the ICD, Irugur , shall be carried out as between two principals without reference in any event to CONCOR. The contractor(s) shall also undertake to make the third parties fully aware of the aforesaid position.

30 SERVICE DURING THE POST CONTRACT PERIOD

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

31 EXIT CLAUSE

CONCOR will have the liberty to terminate the contract by giving an advance 60 days notice in case there are strong business reasons for it to do so as determined by its management.

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

If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any

court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

33 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 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.

34 VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALISED

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

35 NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Director, CONCOR, shall be issued or taken on his behalf by the official incharge of the ICD, Irugur, The contractor shall furnish to CONCOR the name(s), designation(s) and address(s) of his authorised representative(s) and all complaints, notices communication and references shall be deemed to have been duly served to the contractor if delivered to him or his authorised representative(s) or left at or posted at the address so given. He shall be deemed to have been so given notice in the case of posting on the day on which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

36 GENERAL

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

Chief. General Manager
CONTAINER CORPORATION OF INDIA LTD.

ALL TERMS AND CONDITIONS LISTED FROM PARA 1 TO 36 IN THIS CHAPTER, AND IN THE OTHER CHAPTERS AND ANNEXURES OF THIS TENDER DOCUMENT HAVE BEEN READ CAREFULLY, UNDERSTOOD AND ACCEPTED.

SIGNATURE OF TENDERER _____
FOR AND ON BEHALF OF _____
DESIGNATION _____
ADDRESS _____
_____ PIN CODE
_____ TELEPHONE NO/NOS
FAX/TELEX NOS _____

ANNEXURE-I

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

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

**AGREEMENT FOR ACTING AS CARGO & CONTAINER HANDLING
CONTRACTOR FOR CONTAINER CORPORATION OF INDIA LTD. AT INLAND
CONTAINER DEPOT, IRUGUR.**

Contract Agreement No. _____ Dated _____

An agreement made this _____ Day of _____ Two Thousand and Two between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the container Corporation of India Ltd., (A Govt. of India Undertaking) having its registered office at CONCOR Bhavan, C-3 Mathura Road, Opposite Applo Hospital, New Delhi, represented herein by the Chief General Manager (hereinafter called CONCOR) on the one part and _____ and carrying on business at _____ under the name of _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) on the other part for the purpose of performing the work of handling of cargo/containers for ICD, Irugur, at the rates and under the terms and conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with the CONCOR to perform all the operations set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by CONCOR, the contractor shall duly perform the said operations in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carryout the work in accordance with the terms and conditions of contract with effect from _____ day of _____, **2005** up to _____ of _____ **2007** and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and

CONCOR hereby agrees that if the contractor observe and honour the said terms and conditions of the contract, CONCOR will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed. The cost

of stamp duty on this account shall be borne by CONCOR. In witness whereof the said parties have hereunto set their hands the day and year first above written.

CONTRACTOR

CHIEF GENERAL MANAGER

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

WITNESS

WITNESS

1

1.

2

2.

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

ANNEXURE-II

CONTAINER CORPORATION OF INDIA LTD.

BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd., acting through the Managing Director, having its registered office at CONCOR Bhavan, C-3 Mathura Road, Opposite Appllo Hospital, New Delhi 110076, agreed to permit M/s _____ (hereinafter called the said Contractor) to handle cargo/container at the ICD, Irugur, in Southern Region on its behalf as custodians of the export/import cargo on the terms and conditions of the agreement for on production of a Bank Guarantee for Rs. 03 lakhs (Rupees three lakhs only), we _____ promise to pay to Container Corporation of India Ltd., an amount not exceeding Rs.03 lakhs (Rupees three lakhs only) against any loss or damages caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the Contractor to handle or carry containers/cargo safely in contravention of the terms and conditions in the said agreement.

2. We _____ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Managing Director, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Transport Contractor to perform the said operations safely without damaging cargo/containers. Any such demand made on the Bank shall be under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. 03 lakhs (Rupees three lakhs only).

3.1 We _____ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

3.2 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of aforesaid agreement.

3.3 Provided that we _____ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand we _____ Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

4. We _____ Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said handling and transport contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said handling and transport contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said handling and transport contractor or for any bearance, Act or Commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.

6. We _____ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

ANNEXURE-III

LETTER OF SUBMISSION OF TENDER

To

The Chief General Manager,
Regional Office,
Container Corporation of India Ltd.,
51, Montieith Road, Egmore,
Chennai-600 008.

Sub: Tender for contract for working as Cargo & Container Handling Contractor for ICD, Irugur.

Dear Sir,

1. Subject to the conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for working as Container Handling & Road Transportation Contractor for CONCOR's ICD, Irugur. I/We are familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate.
2. The following certificates/documents along with separate list of the same are enclosed:
 - A. Detailed list of documents indicating documents/statements submitted as part of **Pre-Qualification Bid** in terms of paragraph 4.2 of the chapter on **General Instructions to Tenderers**.
 - B. Crossed demand draft No.....dated.....for Rs. 1,00,000/- (Rupees one lakh only) drawn onin favour of Container Corporation of India Ltd., Chennai, towards earnest money.
 - C. Experience certificates.
 - D. Documents indicating ongoing contracts in hand, if any.
 - E. Documents regarding financial standing of the firm/company.
 - F. Solvency Certificate of Rupees 25 Lakhs from a Scheduled Bank as per format given in Annexure VI.
 - G. Documents regarding constitution of the firm/company.
 - H. Powers of Attorney (if required).
 - I. Organization Chart with list of personnel proposed to be deputed for the work indicating their qualifications and experience.
 - J. Photocopy of Income Tax Return filed for the Financial Year **2003 – 2004 & 2004-2005**..
 - K. Statement of Equipments and Vehicles (with all papers required under law) owned and proposed to be deployed for work under the contract.
 - L. The tender document with all pages intact (except Annexure-V) and duly signed by me/us or my/our authorized representative as described in paragraphs 5.7 to 5.10 of the chapter on **General Instructions to Tenderers**.

SIGNATURES AND STAMP OF TENDERER

40

3. I/We agree to keep this tender open for a period of 120 days from the date fixed for opening the same and shall not be withdrawn from the said period of four calendar months or until a contract for the said work is fully executed with a third party, whichever is earlier.
4. The **Schedule of Rates** (Annexure–IV) duly filled and signed by me/us or is enclosed in a separate sealed envelope superscribed as **Financial Bid**. It is understood that the **Financial Bid** will be opened on a subsequent date only if my/our **Pre-Qualification Bid** is accepted by CONCOR.
5. I/We do hereby declare that the entries made in the tender document and the annexures attached therein are true.

Yours faithfully,

SIGNATURE OF THE TENDERER/S

1

2

TENDERER'S ADDRESS

1.

2.

SIGNATURES OF WITNESSES

1

2

ADDRESSES OF WITNESSES

1.

2.

TELEGRAPHIC ADDRESS: _____

TELEPHONE NUMBERS: _____

CONCOR- S. REGION

ANNEXURE IV

SCHEDULE OF RATES

(Rates to be quoted both in words and figures)

Container Handling

Anticipated annual volume

	NATURE OF WORK	20'/22'	'40'/45'
OC1	Transferring loaded container from the appropriate stack / directly from another road vehicle to a road trailer or vice-versa.		
OC2	Transferring empty container from the appropriate stack / directly from another road vehicle to a road trailer or vice-versa.		
<u>Cargo Handling</u>			
OC3	Unloading of cargo from road vehicle using manual / mechanical means and stacking at the appropriate place or loading of cargo from the appropriate stack into a road vehicle using manual / mechanical means.		
<u>Cycle Operation</u>			
E1	CFS stuffing: Unloading export cargo from the road vehicle, stacking at the appropriate place in the ware house, transferring empty container from appropriate stack to the stuffing point near the warehouse deploying, stuffing the cargo stacked from the CFS under the supervision of customs into the container, sealing and transferring the loaded container to a trailer.		
E-2	Direct Stuffing : Transferring empty containers from appropriate stack to the stuffing point, unloading the export cargo from the road vehicle, stuffing the same directly into the container under customs supervision, sealing and loading the export container to a road vehicle		

Contd.

SIGNATURES AND STAMP OF TENDERER

E-3	Factory suiffing : Transferring the empty container from he appropriate stack to a road vehicle for factory stuffing, unloading the loaded container returned after factory stuffing to the ICD, stacking in the appropriate place and loading it on to a trailer for movement to the gateway port.		
E4	Factory stuffing and direct movement to Port Transferring the empty container from the appropriate stack to a road vehicle for factory stuffing. The container after stuffing at the factory win the presence of CONCOR representative/surveyor will move directly to Gateway Port completing all Customs formalities at the Factory		
M1	CFS Destuffing: Transferring loaded import container from trailer to the appropriate stack, placement at the destuffing point for custom examination, seal cutting, destuffing the cargo from the container and stacking at the appropriate place in the CFS, removing the empty container to the appropriate stack, loading the cargo into road vehicle for delivery.		
M2	Direct Destuffing: Transferring loaded import container from trailer to the appropriate stack, placement at the destuffing point for customs examination, seal cutting, destuffing the cargo from the container, loading into the road vehicle for delivery and removal of the empty container to the appropriate stack.		
M3	Factory Destuffing: Transferring loaded import container from trailer to appropriate stack, placement at the nominated point for custom examination, seal cutting, custom examination, resealing, loading the loaded container on to the trailer for factory destuffing, unloading the empty container on return from the road vehicle and stacking at the appropriate stack.		

IMPORTANT NOTES

- i) All rate quotes quoted for Handling by the tenderers in respect of loaded containers should be for a TEU/FEU (20/22'40/45' container).
- (ii) All rates quoted for by the tenderer in respect of unloading/loading of cargo from road vehicle should be for a TEU (consisting of approximate 1.5 lorries) and for a FEU (consisting of approximate 3 lorries).
- (iii) Common Base Rate for manual as well as mechanical handling of cargo should be quoted and wherever mechanical means (forklift/crane) are required to be used for handling the cargo, 1.25 times of the Base Rate will be applicable in the case of individual operation(single handling) and 1.10 times the cycle base rate for the cycle operation.

ANNEXURE V

PARTICULARS OF EQUIPMENTS OFFERED

S.No.	No.given By T.O.	Type of Equipment	Year of Mfg.	Engine No.	Chassis No.	Capacity	Name of owner

@ Please enclose copy of registration book for each equipment owned by tenderer in its name. For all other cases where equipments not owned by the tenderer, an undertaking or agreement from the owners for the use of such equipment(s) by the tenderer during the duration of the contract must be enclosed. in addition to the copy of the RC book.

Signature _____

Name of person signing _____

Tenderer's name _____

Seal _____

Signature of the Tenderer

ANNEXURE VI

(On Letter Head of Bank issuing Certificate)

SOLVENCY CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

We, (Name of bank)_____do
hereby certify that M/s. (Name of tenderer)_____
are solvent to the extent of Rs._____ (Rupees _____only) as
disclosed by the information and records which are available with aforesaid
bank

It is clarified that this certificate is furnished without risk and responsibility on
our part in any respect whatsoever, more particularly either as guarantor or
otherwise. This Certificate is issued at the specific request of the customer for
furnishing to M/s. Container Corporation of India Ltd., Southern Region).

For

(Signature and seal of Bank)

Annexure VII

**EXPERIENCE CERTIFICATE
(on Company's letter head)**

This is to Certify that M/s.....
have worked as our handling contractor for the work of handling ISO containers. Their performance has been very satisfactory up to our expectations. The details of containers handled by them during previous -----years has been as under:

Handling of ISO Containers

S.No.	Year	No.of containers (in TEUs)	Place of work	Type of vehicle used
1.				
2.				
3.				
4.				
5.				

(Authorised signatory)

Name.....
& Designation.....

Seal of Company

Signature of the Tenderer