



**CONTAINER CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking, Ministry of Railways)  
INLAND CONTAINER DEPOT  
PLOT NO. 113, SECTOR III,  
PITHAMPUR INDUSTRIAL AREA,  
PITHAMPUR, DISTT. DHAR.**

**TENDER FOR PROVIDING COMMUNICATION CENTRE  
(STD/LOCAL/PHOTOCOPY AND FAX SERVICE) AT INLAND CONTAINER  
DEPOT, PITHAMPUR**

1. SERIAL NUMBER ASSIGNED TO THE TENDER FORM -----
2. DATE OF SALE/ISSUE -----
3. NAME & ADDRESS OF THE APPLICANT -----  
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4. LAST DATE FOR SUBMISSION OF TENDER : **18<sup>th</sup> January,2006 at 15.00 hrs**
5. TENDER WILL BE OPENED ON : **18<sup>th</sup> January,2006 at 15:30hrs**
6. ADDRESS FOR SUBMISSION AND : CONTAINER CORPORATION OF INDIA LTD,  
OPENING OF TENDER INLAND CONTAINER DEPOT  
PLOT NO. 113, SECTOR III, PITHAMPUR  
INDUS.AREA,PITHAMPUR, DISTT. DHAR.

**Cost of the Tender Document is Rs.500/-**

**(Tender Form is Non Transferable)**

**SIGNATURE OF THE  
CONCOR OFFICER**

Signature of Tenderer

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Ref.no. CON/WR/PTM/STD,PCO,Fax & Xerox /Tender/05-06/2

Date :

**TENDER LETTER**

CON/WR/PTM/STD,PCO,Fax & Xerox /Tender/05-06/2

**TO,**

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**Sub : Tender For Providing Communication Centre (STD/Local/Photocopy & Fax Service) at Inland Container Depot, Pithampur.**

We are pleased to invite your offer for the above mentioned work proposed to be awarded to the most competitive and suitable bidder.

Your may return your offer in the **Annexure "B"** attached. You are also to return this tender document duly signed and stamped along with your offer. No other format of offer will be accepted. The offer shall reach us on or before **18/01/2006** upto 15:00Hrs. in a sealed envelope superscribed as **"Tenders for Communication Centre at ICD PITHAMPUR"**.

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

Thanking You,

Yours Faithfully,

**For and Behalf of Container Corporation of India**

**CHIEF MANAGER**

Signature of Tenderer

## CHAPTER-I

### TENDER FOR COMMUNICATION CENTRE AT ICD PITHAMPUR

#### INSTRUCTIONS TO TENDERERS:

1. Each applicant will submit his tender along with a demand draft for **Rs. 2,400/-** as earnest money payable to Container Corporation of India , Indore Tenders received without the earnest money will be summarily rejected.
2. Tenderers may download the tender document from our web site and same may be submitted alongwith the cost of tender document by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrue due to such alteration in the terms and condition of tender document.
3. The last date for receipt of tender is **18<sup>th</sup> January 2006 upto 15:00hrs.**

All tenders will be submitted in a sealed envelope in the office of Container Corporation of India Ltd., Inland Container Depot, Plot no. 113, Sector iii, Pithampur Indus.Area,Pithampur, distt. Dhar. The sealed envelope containing the tenders must be superscribed with the logen “Tenders for Communication Centre at Inland Container Depot, Pithampur”

4. Tenders received will be opened in presence of representatives of the tenderers at **15:30hrs on 18<sup>th</sup> January 2006** in the Chief Manager, office Container Corporation of India Ltd., Inland Container Depot, Plot no. 113, Sector iii, Pithampur Indus.Area,Pithampur, distt. Dhar
5. Tenderers must visit the site of the **Inland Container Depot., Pithampur** themselves the location of the communication centre. At present the area is approx **70sq.fts.**
6. The communication centre will be used predominantly by officials and visitors of CONCOR, Customs authorities, Shipping lines, Custom House Agents, Surveyors, Road Transportation companies other offices housed in the complex, Truckers, their staff and drivers of vehicles visiting the ICD/CFS.
7. The successful tenderers will be required to execute an agreement with CONCOR on stamped paper of requisite value as per the **Annexure “A”** of this documents.
8. Allotment of licence will be done after all tenders received have been screened by a nominated Tender evaluation committee.

**For & behalf of Container Corporation of India Ltd.**

**CHIEF MANAGER**

Signature of Tenderer

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## CHAPTER-II

### Eligibility Conditions:

- a) Experience certificates in original/copy duly attested by Gazetted officer given by Organisation/Undertakings where the tenderer has provided similar nature of work during last **two year**.
- b) The tenderer should registered with Shops & Establishment Act .
- c) The financial turnover of the tenderer should not be lesser than the **Rs. 2,00,000/- (Rs. Two lakhs)** in its business (in the same name in which he is submitting his offer) during the financial year of **2004-05**( Audited P&L A/c , B/s). Proof should be enclosed.
- d) The tenderer shall be required to deposit a sum of **Rs. 2,400/- (Rupees two thousand four hundred only) as Earnest Money**. The earnest money shall be deposited only by crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Indore and valid for a minimum period of six months from the date of issue. No tender will be accepted or considered without the remittance of Earnest Money Deposit.
- e) No interest shall be allowed on the earnest money deposited and also on security deposit as referred in the tender document.
- f) The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tender has been finalized.
- g) The tenderer should enclosed either the proof of ownership of fax machine and photocopy machines or submit a declaration to procure the same within **15 days** from the date of award of contract and before taking the possession of the allotted space. All the machines should be in the name of the tenderer.

The Tender will not be considered unless the agency submits copies of proof of the above mentioned conditions.

**For & behalf of Container Corporation of India Ltd.**

**CHIEF MANAGER**

Signature of Tenderer

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## CHAPTER-III

### TERMS AND CONDITIONS

1. **Duration of Contract:**

- a) At the initial stage, this contract shall be awarded for a period of **2(two) years** from the date of possession of the premises and thereafter, CONCOR shall, however, have the right to exercise its discretion of extending the contract by **1 (one) more year** at the same terms and conditions in case it considers it necessary. No request for any change in rates will be entertained during the initial currency of 2 years. However, the rates for extended period will be subject to mutual acceptance of both the parties in case CONCOR decides to extend the contract.
- b) The date of award of the contract (LOI), shall be treated as the date of commencement of contract.

2. **Exit Clause:**

For Termination of this contract at any stage during the period of contract, one month notice will be required from either side in writing without assigning any reasons. However, the tenderer has to run the business till the new agency inducted in his place. The licensee shall vacate the licensed premises peacefully after the expiry of the license or earlier if desired by CONCOR and shall hand over the same to the authorised officer. The licensee shall be free to remove without any damage to CONCOR property the furniture, fitting and other articles as may have been brought by the licensee, at the end of his contract.

3. The licensee shall pay in advance by cheques the full amount of monthly licence fee at the beginning of each month in the event of failure to pay the licence fee and other dues on the stipulated date an interest @ 18% per annum will be charged beginning from the 1st day of month to which licence fee pertains without prejudice to the other rights of licensor in addition the licensee shall also pay the electricity charges, water charges and conservancy charges as fixed by CONCOR.

4. Following facilities will require to be provided by the licensee at all times during the pendency of the contract. In case any facility is out of order or not working properly, licence will require to arrange for substitute facility for smooth functioning.

a. **STD facility**

b. **LOCAL call facility:-** PCO 2 No.s to be arranged as per the direction of the CONCOR

c. **FAX facility:-** One fax machine to be installed as per direction of CONCOR. Its year of manufacturing shall not be older than **2004**.

d. **Photocopy facility:-** Two numbers photocopy machines to be installed as per direction of CONCOR. One of Photocopy machine out of the two to be installed shall be new, while the second Photocopy machine to be provided by the licensee shall be having the year of manufacture as year **2004** or later

5. The licensee will employ adequate number of staff in order to maintain efficiency to the standard desired by CONCOR and the customers.

All persons engaged by the licensee shall be treated as licensee's own employee and they will claim no privileges from CONCOR. The licensee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour.

The licensee shall discharge from his/their service an employee who shall in the opinion of CONCOR misconduct's or is in any way unfit or unsuitable for the purpose of the business to be carried on in the said premises.

6. The licensee will be responsible for the cleanliness of area allocated.
7. All services shall be opened during office hours on all working days. The working hours will be specified by CONCOR. The services will remain closed on Sunday and other holidays unless specifically desired otherwise by CONCOR . In case the services is to be opened on holidays and kept open beyond office hours, CONCOR has the option to specifically direct the licensee to do so.
8. The licensee shall at his own cost effect, as required , as per the Act , necessary insurance in respect of the staff and other personnel or persons to be employed or engaged in connection with the rendering of the aforesaid services to CONCOR and shall comply with the provisions of all relevant Establishment Act of contract labour, Employees Staff Insurance Act, Workmen's Compensation Act, Payment of Wages Act, The Employee Provident Fund and Family Pension Fund Act 1952, the Payment of Bonus Act, Employees State Insurance if applicable , Provision of employment of Children Act of 1938, Hours of Employment regulations and any other rules, Regulation and /or statues that may be applicable to them now or that may be introduced by the Government, State Administration or Municipal Authorities subsequent to the date of this agreement and the Tenderer shall keep CONCOR indemnified form all acts of omission, default , breaches and /or any claim , demands, loss, injury and expenses to which CONCOR may be put to or involved as a result of Tenderers failure to fulfil any of the obligations hereunder and /or under statutes and/or any bylaws or rules framed thereunder or any of them. CONCOR shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from monthly bills or from the security deposit of the licensee without prejudice to its any other rights under the law.

9. The licensee will have to furnish a monthly statement showing the names and wages of all the employees engaged and working in complex. Any addition/deletion must be communicated to CONCOR.

The licensee shall not in any capacity employ any persons of bad character or any persons whose antecedents have not been investigated by the police authorities and shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, father's name address and the place at which employed. The expenses for such verification to be borne by the licensee. The licensee shall not in any capacity employ any illiterate person in the premises allotted to him.

10. Any of the licensee employees proceeding on leave shall immediately be replaced by the licensee so as to maintain satisfactory level of service at all times.
11. CONCOR shall have the right to search the licensee's employees at any time and there shall be no grievance expressed /felt on this account either by licensee or his employees. The licensee will issue ID cards to the worker in the format approved by CONCOR. Entry of employees into the ICD, Bonded Area and the Administration complex will be on basis of the identity cards only.
12. CONCOR shall authorise its official to inspect and over see functioning of services with a view to ensure efficient services. In case there are repeated failures of lacuna noticed due to failure of licensee, the authorised CONCOR official can impose a fine upto Rs. 1000/- at one time to be paid immediately by the licensee.

The licensee will ensure that hazardous or inflammable or any other intoxicating material are not stored on the premises.

13. The licensee will deposit with CONCOR a sum of **Rs. 22,000/-(Rs. Twenty Two Thousand Only) as Security deposit** .In the event of the security deposit or any portion thereof being forfeited appropriated supplied or used by CONCOR under the provisions of this agreement then the licensee will on demand provide further security in the place of the security forfeited appropriated or used as aforesaid so as to make up the security deposit to the amount required as aforesaid.
14. The licensee shall not sublet or assign the licence or use the space provided for running the services for proposes other than running a STD/PCO/FAX/Photocopy services and shall not allow any body to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use .

15. The licensee shall be responsible for all damages or losses to CONCOR property by the licensee or his staff and shall be liable to make good any such loss or damage immediately. Amounts claimed by CONCOR for such damages or losses shall be paid for by the licensee immediately on demand.
16. CONCOR will not be in any way responsible for any loss or damage accruing to any goods, stores or articles that may be kept by the licensee in the premises.
17. If the licensee shall die during continuance of this agreement, this agreement shall absolutely cease and determine and the heirs, executors or Administrators or other legal personal representatives of the said licensee shall have no interest whether under this agreement other than in respect of a claim for the return of the deposit money subject to provisions here in contained as to the same provided that nothing therein this clause contained shall be deemed to prejudice or effect any claim which CONCOR may have against such heirs executors or administrators or other legal personal representative for or in respect of any breach of any agreement by the said licensee here in contained during his/their life time or any right of indemnity CONCOR may have under and by virtue of the provisions of this agreement.
18. That the possession and control of ICD PITHAMPUR included the licenced premises shall be that of the licenser through out and it is clearly understood that the licensee shall not have any right to exclusive possession of the licenced premises at any time.
19. **The rates of Telephone charges / Fax/ Xerox will be approved by CONCOR** and the licensee shall display in a conspicuous place the approved rate list of items and a complaint book for any one to record complaints, and this book shall be open to inspection by persons duly authorised by CONCOR. The licensee shall inform CONCOR Administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him by CONCOR from time to time.
20. Licensee shall install Electrical meter at his own expense if not provided by CONCOR and to pay electricity bill as per meter-reading to CONCOR based on the formula decided by CONCOR management from time to time.
21. The offer should be accompanied in financial bid in **“ANNEXURE-B”**
22. CONCOR reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.
23. CONCOR reserves the right to appoint other agencies for providing same service in the same premises of ICD PITHAMPUR.

24. The tenderer will not have monopoly in the depot and will have to compete with other similar service providers.

25. **ARBITRATION :**

In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the CHIEF GENERAL MANAGER, Western Region, who will act as arbitrator & whose decision shall be final.

For & behalf of Container Corporation of India Ltd.

**CHIEF MANAGER**

**ANNEXURE “B”**

**(Financial-Bid)**

To,

**The Chief Manager,  
CONCOR,  
Inland Container Depot  
Plot No. 113, Sector III,  
Pithampur Industrial Area,  
Pithampur, Distt. Dhar.**

**Sub:- Rent Per Month for Providing the Space for “Running the Communication Centre” at ICD Pithampur.**

Sir,

With reference to above, we hereby quote our rate as **Rs.**\_\_\_\_\_ per month (in words) **Rs**\_\_\_\_\_ (in figures) per month, for running the Communication Centre at ICD Pithampur as para 4 of Chapter- III and as per the terms of tender document/agreement at Pithampur.

Yours faithfully,

**(Name & Seal of the tenderer)**

Signature of Tenderer

**ANNEXURES “ A “**

**Agreement Format**

An agreement made this \_\_\_\_ **day of** \_\_\_\_ **of Two thousand and six** between the Managing Director, CONTAINER CORPORATION OF INDIA, Reg Office at C-3, Mathura Road, Opp. Apollo Hospital, New Delhi – 110044 as and Administrator of the Container Corporation of India Ltd (A Govt of India Undertaking) represented herein by the Chief Manager, ICD Pithampur, Plot No. 113, Sector III, Pithampur Industrial Area, Pithampur, Distt. Dhar (herein called the CONCOR) on the ONE PART and \_\_\_\_\_ carrying the business at \_\_\_\_\_ (herein called the agency 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 all the work of providing communication services at ICD Pithampur.

Whereas the agency has agreed with the CONCOR to perform all the services set forth in the schedule hereto annexed, upon the conditions of contract, specified in the conditions of contract annexed.

In consideration of the payments to be made by CONCOR, the agency shall duly perform the said duties in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workmen like manner to the satisfaction of CONCOR and will carry out the work in accordance with the conditions of contract with effect from \_\_\_\_\_ upto \_\_\_\_\_ and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the Agency observes and honours the said terms and conditions of contract CONCOR will pay or caused to paid to the agency for the services on the completion thereof, the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

IN WITNESS WHERE OF the said parties have here under set their hands the day and year first above written.

CONTRACTOR

\_\_\_\_\_  
**CHIEF MANAGER**

Signature of Tenderer