

CONCOR INVITES TENDER FOR PROVIDING PROFESSIONAL SERVICES FOR
TERMINAL HANDLING OPERATION AT ICD, KANPUR (U.P.)

COST OF DOCUMENT : Rs 2,000/- .

**DATE OF SALE : 20.01.06 TO 03.02.06 FROM 10 :00 AM TO 04 :00 PM
ON ALL WORKING DAYS**

LAST DATE OF SUBMISSION : 06.02.06 UPTO 14 : 30 HRS

DATE OF OPENING : 06.02.2006 AT 15 : 00 HRS

PERIOD OF CONTRACT :24 MONTHS, EXTENDABLE FOR ANOTHER
PERIOD OF 24 MONTHS.

THE TENDER DOCUMENT IS AVAILABLE IN PERSON OR BY POST AGAINST
PAYMENT BY D.D OF Rs 2,000/-.

THE TENDER DOCUMENT CAN BE COLLECTED FROM THE OFFICE OF CHIEF
GENERAL MANAGER/NORTH CENTRAL REGION, 502,5TH FLOOR P-5,OCEAN
PLAZA, SECTOR-18.NOIDA-201301(U.P.)

The tender document can be also down loaded from the website of CONCOR,
www.concorindia.com , However, the intending bidders should submit the document
sale price of Rs.2000/- by way of Demand Draft in favour of " Container Corporation of
India Ltd.," at the time of submission of tender.

**Chief General Manager
North Central Region ,CONCOR.**



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

Tender papers

For

Contract for Terminal Handling

AT

Inland Container Depot
KANPUR

TENDER DOCUMENT PRICE : Rs 2,000/-

TENDER FOR CONTRACT FOR TERMINAL HANDLING AT INLAND CONTAINER DEPOT, KANPUR FOR A PERIOD OF 48 (24+24) MONTHS FROM THE DATE OF AWARD OF CONTRACT.

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

.....

Full signature of the
Official Issuing Tender Form

Official seal

Name in block letters

Designation.....

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 1430 HRS ON 06.02.2006 AT THE OFFICE OF CHIEF GENERAL MANAGER, NORTH CENTRAL REGION, ROOM NO. 502, 5THFLOOR, P-5, OCEAN PLAZA, SECTOR 18, NOIDA (U.P).

TENDER CONTAINING PRE QUALIFICATION BIDS WILL BE OPENED AT 1500 HRS ON 06.02.2006 AT THE ABOVE ADDRESS.

(SIGN OF THE TENDERER)

(CHIEF GENERAL MANGER)/NCRO
CONTAINER CORPORATION OF INDIA LTD

*The bid document can be also downloaded from the website of CONCOR, i.e. www.concorindia.com. However, the intending bidders should submit the document sale price of Rs.2,000/- by way of Demand Draft in favour of "Container Corporation of India Ltd." at the time of submission of bid. The bidder who downloads the tender document from website shall give an undertaking that no alteration/substitution/modification/addition/change in any word/sentences has been made in the original tender document and if at any stage, change/modification is noticed in the same, party will abide by the original terms and conditions of the tender, failing which, CONCOR reserves the right to reject the tender and /or terminate the contract. The Format of undertaking is at Annexure-VII

SIGNATURE OF TENDERER.....

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This tender document consists of. 54 pages. The tenderer are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

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

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CHAPTER-I
TENDER LETTER

Dear Sir,

The complete set of tender papers for the contract for “Terminal Handling” for ICD (Inland Container Depot) of CONCOR (Container Corporation of India Ltd.), Kanpur is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

- Chapter 1 - Tender Letter
- Chapter 2 - Instructions for submission of tenders
- Chapter 3 - Scope of work & Terms & conditions governing the contract
- Annexure I - Letter of submission of tender
- Annexure II - Schedule of Rates
- Annexure III- Bank Guarantee Bond
- Annexure IV- Draft Agreement
- Annexure V- Particulars of equipments offered
- Annexure-VI -Experience Certificate
- Annexure –VII-Undertaking pertaining to non modifications in the document.

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

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

Both the sealed envelopes should again be sealed in one envelope and duly super scribed as “Terminal Handling” for ICD, Kanpur. This envelope duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., Room No. 502, 5th Floor, P-5, Ocean Plaza, Sector 18 Noida (U.P), on or before 1430 hrs on 6.02.2006. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

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Please note that the tender offers will be taken out from the box at 1500 hrs on the same date and venue in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

The envelopes containing the “**pre-Qualification Bids**” only be opened at 1500 hrs on 6.02.2006. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers. The envelopes containing the “**Financial Bids**” of such tenderers who qualify after consideration of the “**Pre-Qualification Bids**” will be opened on a subsequent date and time to be notified to the suitable tenderers..

CONCOR reserves the right to

- Accept or reject any or all the Pre-Qualification Bids in part or in full.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest.
- CONCOR also reserves the right to award the contract of container handling operations, cargo handling operations to different bidders in case single suitable bidders is not found or if there are business or economic reasons for doing so.
- CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the over all interest of CONCOR and the trade.
- CONCOR reserves the right to re-tender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
- CONCOR reserves the right to pass over a tenderer who may be in same line of business i.e. competing with CONCOR.
- CONCOR reserves the right to disqualify the tenderers black-listed by State/Central Govt. undertakings/Public Sector Units.
- To disqualify existing contractor if his contract was terminated by CONCOR on the ground of unsatisfactory working or otherwise or failed to perform as per the terms and conditions of the contract.
- To seek clarification from bidders on any points which are not clear.

Please note that the word containers will mean all the different types of containers which are built for carriage of cargo as per ISO standards.

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

You are requested to visit the site of the ICD/Kanpur to make yourself more conversant with the site conditions, road approaches, and distances from user industries, distances from ports etc.

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

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

SIGNATURE OF TENDERER.....

CONTAINER CORPORATION OF INDIA LTD.

Chapter - 2

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

The work tendered for includes Terminal handling of containers at ICD/Kanpur (hereinafter referred to as ICD) as directed by Terminal Manager, ICD/Kanpur under the overall supervision of Chief General Manager, North Central Region, Noida which is under the management of Container Corporation of India Ltd., with Corporate Office at C-3, CONCOR Bhawan, Mathura Road, Opp. Apollo Hospital, Sarita Vihar, New Delhi-110076. The details of the work required to be done are described in 'Scope of Work' in Chapter- 3.

2. BONAFIDE OFFERS

The Tenderer should be a bonafide container handler/stevedore/crane operator/transporter, which shall mean an entity:

- (a) Having acquired previous satisfactory experience in container handling business for a minimum period of **two years** having handled least **600 Teu's** during any one year out of the preceding two years i.e. 2003-04 , 2004-2005. However, it is also specified that in the event a party furnishes more than requisite satisfactory experience credentials of the current year (i.e. 2005-2006) it will be considered as experience.
- (b) Having sound financial standing as described in para 6 below.
- (c) Possessing requisite no. of equipment including Cranes and other handling equipment with proper AMC/suitable arrangements for maintenance and road trailers under ownership/leasing arrangements described in Chapter-3 on 'Scope of work' and terms and conditions.
- (d) Having adequate no. of technically/professionally qualified personnel with him to manage the work efficiently (to give their names, qualifications, experience & present assignment)
- (e) Meeting all other requisites laid down in this chapter elsewhere.

3. TENDER DOCUMENT

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

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4. SUBMISSION OF TENDERS – TIME LIMIT/MODE

4.1 The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and superscribed as “Prequalification Bid for Contract for provision of professional services for Terminal handling for ICD/Kanpur”. This should contain all the information including details of present business, ownership of cranes and financial standing which would enable CONCOR to decide on credentials of the tenderers for performing/doing the job besides earnest money (para 6 of Chapter – 3) and other documents listed below in para 4.1.1 and elsewhere in this chapter. The second part will consist of the “Financial Bid” for Terminal handling for ICD/Kanpur” and should be superscribed on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscribed as "Tender for Terminal handling for ICD/Kanpur” and addressed to Chief General Manager, North Central Region, Noida..

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

- (a) Letter of Submission of Tender.
- (b) Crossed Demand Draft of Rs 1,50,000/- (Rs One Lakh Fifty Thousand only) towards Earnest Money Deposit.
- (c) Experience Certificates for prescribed volumes and years in original.
- (d) Documents indicating ongoing contracts in hand, if any.
- (e) Documents indicating financial ability of the firm/company for undertaking the work tendered for i.e audited financial statements of the firm/company in accordance with Para 6 of Chapter 2.
- (f) Income & Expenditure account & Balance sheet for the last 2 Financial years viz., 2003-04 and 2004-05.
- (g) Papers indicating constitution of the firm/s and the requisite Power/s of Attorney, if required.
- (h) Statement of handling equipment with proof of ownership, registration certificates & year of manufacture.
- (i) Statement of vehicles (with certified copies of RC’s of vehicles proposed to be deployed for work under the contract in format given in Annexure V indicating details of owned vis-à-vis hired equipment.
- (j) In case the contractor is likely to hire equipment from other operators, then Letters of the operator about their willingness to lend equipment /vehicles to the contractor for the duration of the contract be submitted.
- (k) This Tender document with all pages intact except SOR duly signed and embossed with official seal. The Tender document must be properly numbered and binded.
- (l) Evidence of authority of the person signing tender papers and any contract resulting there from.
- (m) Organization chart.
- (n) Undertaking for non modifications in the Tender Document if the document is downloaded from the Web site as per Annexure VII.

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The tenderer should ordinarily ensure that all the necessary documents are submitted in the original and countersigned by him or his authorized representative. In cases, where it is not possible to submit original documents, the tenderer may submit photocopies duly notarized or certified by a gazetted officer of Govt of India. However, the original documents shall be submitted by the tenderer for scrutiny and verification by CONCOR at any time during consideration of the tenderer and failure to do so may result in rejection of the tender.

- 4.1.2. The following documents shall be submitted in the financial bid. The schedule of rates given at Annexure-‘II’ duly filled in & signed by the tenderer.
- 4.2 The tenders duly completed as described in para above must reach the designated office of Chief General Manager, North Central Region, Room No. 502, P-5, Ocean Plaza, Sector 18, Noida (UP) up to 14:30 hrs. on 06.02.2006 , positively. Tenders received after 14:30 hrs. on 06.02.2006 will not be considered.
- 4.3 Any tender delivered or sent otherwise will be at the risk of tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day on same schedule and timings.
- 4.4 The tenders will be opened at CONCOR’s office, located at the above address at 15:00 hrs. on 06.02.2006. Only the envelope containing the pre-qualification bids will be opened on the due date.
- 4.5 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by Telegram will not be considered. The managing Director, CONCOR, reserves the rights to extend the date of submission and opening of tender.
- 4.6 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.
- 4.7 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-3 on “Scope of Work” and “Terms & Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Handling and Transportation contract, or did not understand or did not have full knowledge of site conditions, method of working of DCT/ICDs, various laws applicable to the work relating to DCT/ICDs/CFSS etc., labour laws and local labour practices, various distances involved in the transportation work etc.

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- 4.8 Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory. The total number of cutting on each page must be mentioned on the bottom of each page.
- 4.9 The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- 4.10 CONCOR reserves the right to re-tender or modify the terms and condition of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e L-1.
- 4.11 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.
- 4.12 Any variation, addition and or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 4.13 The rates for all categories in the schedule of rates must be quoted in both words and figures. If there is variation between the rates quoted in “figures” and in “words” only the rates quoted in words shall be taken to be as correct and valid. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 4.14 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.15 Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with the official seal at the time of submission.
- 4.16 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

5. PREVIOUS EXPERIENCE OF TENDERERS

The tenderer should enclose documents and certificates in proof, to the satisfaction of CONCOR, of his previous satisfactory experience of container handling business for a minimum period of **two years**, having handled at least **600 Teu’s** during any one year out of the preceding two years i.e. 2003-2004 , 2004-2005 at any ICD/CFS/Port facility involving similar container and cargo handling works of ISO/DSO containers/heavy cargo, his technical ability and financial ability to undertake the work of the magnitude tendered for. However, it

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is also specify that in the event a party furnishes more than requisite satisfactory experience credential of the current year (i.e. 2005-2006) it will be considered as experience.

The experience certificate must testify the kind/nature of work undertaken by the bidder. The experience should be in the same name/firm/composition in which it is applying for this contract Tenders, which are not supported by satisfactory credentials, will not be considered.

6. FINANCIAL CREDIBILITY OF FIRM

- 6.1 The tenderer should have achieved a minimum turn over of Rs.50 lakhs p.a. in its business in the same name in which he is submitting his offer during the FY 2004-05 only.
- 6.2 The financial statements like P&L A/c and Balance Sheet for the FY 2003-04 and 2004-05 should be duly audited.
- 6.3 The tenderer must have a minimum net worth of Rs. 10 lakhs based on the last available financial/balance sheet.

7. CONSTITUTION OF THE FIRM

- 7.1 The tenderers who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership deed. Cooperative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
 - 7.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
 - 7.3 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case the certified copy of the Power of Attorney shall accompany the tender application/document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/document.
 - 7.4 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing Director or the duly authorised person holding the Power of Attorney for signing the application in which case a certified copy of the Power of Attorney shall accompany the application/document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as articles of association of its existence before the contract is awarded.
 - 7.5 The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which
- SIGNATURE OF TENDERER.....

CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.

- 7.6 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in sub-para 7.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

8. STUDY OF LOCAL CONDITIONS

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

9 EQUIPMENT

- 9.1 The tenderer shall submit along with his Pre-Qualification Bid, list of Handling equipment, he owns and which he has in hands and those he intends to deploy at ICD for execution of the work. The minimum scale of equipment envisaged for the operation has been detailed vide para 14 of Chapter - 3. The tenderer should also indicate arrangements proposed for dealing with breakdowns etc. so that the operation do not suffer.

- 9.2 All the equipment and vehicles deployed by the tenderers should be in good fettle and capable of handling all types of containers and cargo in accordance with ISO standards stipulated for container and cargo handling.

- 9.3 Bidder shall furnish details of the existing deployment of the owned equipment/vehicles with details of the agreement and duration of such deployment . Details of how this equipment/vehicles, deployed elsewhere , is proposed to be deployed under this tender, if successful, should also be furnished.

10. VALIDITY OF OFFER

- 10.1 The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money under para 6 of chapter – 3 shall be liable to be forfeited by CONCOR.

11. ACCEPTANCE OF TENDER

- 11.1 The authority for acceptance of the tender documents and tendered rates will rest with the Competent Authority of Container Corporation of India Ltd., 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.

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- 11.2 Acceptance of tendered rates will be communicated by Telegram/Express Letter or by post. 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.
- 11.3 The tender documents in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 11.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 11.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.
- 11.6 If tenderer deliberately gives wrong information or conceals any information/facts in his tender which shall be favourable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

12. EXECUTION OF CONTRACT DOCUMENT

- 12.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, North Central Region, Container Corporation of India Ltd. Noida in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents within Seven days of the date of issue of communication from the CONCOR’s office and start the work within 21 days of the date of issue of LOI or from the date stipulated by CGM/NCR whichever is later. The date of take over of the work from the previous contractor shall be taken as the date of commencement of the contract. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.
- 12.2 The tenderer shall treat the contents of the tender documents as private and confidential.

13. POSTAL ADDRESS FOR COMMUNICATION

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

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

SIGNATURE OF TENDERER.....

CONTAINER CORPORATION OF INDIA LTD.

Chapter - 3

SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

The CONCOR's Inland Container Depot at Kanpur (hereinafter, referred to as ICD/Kanpur) functions as inter-modal terminal for ISO/DSO containers carrying export/import/domestic cargo destined for arriving from various inland destinations including the gateway ports. Through this terminal, CONCOR provides single window services to the shippers/consignors/consignees of Kanpur regions.

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

2. SCOPE OF WORK

2.1 CONTAINER HANDLING OPERATIONS

2.1.1 Export Cycles

E-1 ICD stuffing – through warehouse/direct:

The contractor shall do all handling operations for ICD stuffing of containers including lifting off of empty containers unloading empty container at Export warehouse area at nominated slots as directed by CONCOR officials for stuffing; transporting loaded Customs sealed container and loading it on railway flats/wagons either directly or through container stack, as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity. In case of operational exigencies, the empty containers will have to be grounded in warehouse area and lifted after stuffing and customs sealing for which no additional payments will be made.

E-2 Handling of containers in ICD for factory stuffing

The contractor shall organize all handling operations for factory stuffing of containers including empty containers lifting-on trailer in ICD for factory stuffing, which will include all operations related to unloading excise sealed container from road trailers in ICD on return from factory;

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and transferring it, after its Customs sealing, to Railway flats/wagons either directly or through nominated slot in container yard, as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

2.1.2 Import Cycles

M-1 *ICD Destuffing through warehouse/direct:*

The contractor shall do all handling operations required for ICD destuffing of containers includes entire range of operations related to unloading of loaded import container from railway flats/wagons; stacking it in nominated stack; lifting & moving it in bonded area, near warehouse for customs examination; grounding it there, lifting and moving empty container after destuffing to nominated place and stacking it there, as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

M-2 *Handling of containers in ICD for factory destuffing.*

The contractor shall do all handling operations required for factory destuffing of containers includes entire range of operation related to unloading of loaded import container from railway flats/wagons; stacking it in nominated stack up; lifting & positioning it in warehouse inside bonded area for customs examination, unloading it there, loading import loaded container on road trailer after customs clearance, unloading empty container on return from factory and placing it at nominated slot as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

2.1.3 Domestic cycles

D-1 *Terminal stuffing – direct*

The contractor shall do all handling operations required for terminal stuffing of DSO containers includes entire range of operations related to shifting empty containers from nominated slot in ICD to stuffing point, if required; lifting and loading stuffed and sealed containers on Railway flats/wagons, either directly or through container stack, as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

D-2 *Handling of containers for factory stuffing*

The contractor shall organize handling of containers in the terminal for factory stuffing, includes entire range of operations related to lifting of empty containers from nominated slots and loading them on road trailers, unloading loaded sealed containers in ICD on return from factory and loading them on Railway flats/wagons, either directly or through nominated slots in container yard, as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

D-3 *Terminal Destuffing*

The contractor shall do all handling operations required for terminal destuffing of containers, includes entire range of operations unloading of loaded sealed containers from railway flats/wagons; stacking them in nominated stack; positioning them on ground for destuffing; moving empty containers after destuffing to nominated place and stacking them there, as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

D-4 *Handling of containers for factory destuffing*

The contractor shall do all handling operations required for ICD destuffing of containers which will include unloading of loaded DSO containers from railway flats/wagons; stacking them in nominated stack; lifting & loading them on road trailers; unloading empty containers on return from factories and placing them at nominated slots as directed by CONCOR officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

2.1.4 **Out of Cycle Handling Works**

OC-1 *Rail Handling of Empty Containers*

The contractor shall organise unloading of empty containers from rail flats/wagons and stack them at the **platform stack or shift them at empty parking area** in ICD, as per directions of Terminal Manager or vice versa.

OC-2 *Rail Handling of Loaded Containers*

The contractor shall organise unloading of loaded containers from rail flats/wagons and stack them at the nominated slot in ICD, as per directions of Terminal Manager or vice versa.

OC-3 Road Handling of Empty Containers

The contractor shall organize unloading of empty containers from road trailers and stack them at the nominated slots in ICD, as per directions of Terminal Manager or vice versa.

OC-4 Road Handling of Loaded Containers

The contractor shall organise unloading of loaded containers from road trailers and stack them at the nominated slots in ICD, as per directions of Terminal Manager or vice versa.

OC-5 Direct Transshipment of empty Containers.

The contractor shall organize transshipment of empty container from one rail wagon/road trailer to another rail wagon/Road trailer, as per directions of Terminal Manager or vice versa.

OC-6 Direct Transshipment of Loaded Containers.

The contractor shall organize transshipment of loaded container from one rail wagon/road trailer to another rail wagon/Road trailer, as per directions of Terminal Manager or vice versa.

OC-7 Weighment of Containers on weighbridge located within ICD.

Loading loaded container on road trailer, transporting it to the weigh bridge in the ICD, getting the weighment done and transporting back to stack, and getting the loaded container off loaded from trailer and stacking it in the nominated stack.

NOTE : Payment under this cycle will be made if the weighment is specially ordered for a container or weighment involves out of course movement. If a container while arriving from factory stuffing is weighed by making the trailer carrying it pass over the weighbridge en route to the stack, no payment will be made for weighment to the HTC. Similar is the case for factory destuffing. In case of terminal stuffing, if the trailer is made to pass over the weighbridge en route to the stack, no payment will be made to the HTC.

In the case of terminal destuffing : If the trailer is made to pass over the weighbridge en route to the stack at the time of rail unloading, no payment will be made to the HTC.

2.2 ACTIVITIES TO BE PERFORMED BY THE CONTRACTOR AS LICENSEE.

The successful bidder will be required to provide adequate labour and cargo handling equipment to the exporters and importers as per their requirement for handling of their cargo and bill them/recover his charges directly from them. The rates to be charged will be fixed by CONCOR's competent authority on the basis of the rates quoted by the contractor for categories mentioned below from 2.2.1 to 2.2.4 (C-1 to C-10,OC-1 to OC-5)

However, CONCOR will be charging 5% of the total monthly billing amounts of the handling contractor towards cargo handling operations as license fee. The cycles are as under:

CARGO HANDLING OPERATIONS

2.2.1 Export Cycles

C-1 ICD Stuffing-through warehouse

The contractor shall arrange unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles and stacking the same in warehouse/nominated area; preparation of unloading tally sheet of cargo, arranging Customs examination of cargo (open/unpack the packages and repack them as per professional packing standards and arrange weighing of cargo on weighing machines whenever required); cleaning container internally prior to stuffing; stuffing customs cleared cargo as per standard norms; preparing stuffing tally sheet; closing doors and sealing of container after stuffing, as directed by CONCOR Officials. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

C-2 ICD Stuffing – Direct

The contractor shall organise direct stuffing of cargo into containers at the ICD, which will include all activities described in sub-paras C-1 above, except unloading and stacking of cargo in warehouse. Irrespective of the interval of time which may elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

C-3 Cargo Handling in Cases of Factory Stuffed Units

In rare cases, the contractor may be required to arrange Customs examination of factory stuffed containers in ICD on specific orders of Customs. This will be very rare. Contractor, in such cases, will be required to organize seal cutting, and arranging Customs Examination of cargo by way of opening/unpacking the packages and repacking them as

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per professional packing standards, arranging weighing of cargo on weighing machines whenever required; restuffing customs cleared cargo as per standard norms; preparing tally sheet; closing doors and sealing of container after stuffing, as directed by CONCOR officials. Irrespective of interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

2.2.2 Import Cycles

C-4 *ICD Destuffing – through warehouse*

The contractor shall organise cutting of seals, destuffing of import cargo (of any dimension, shape, size and weight) in nominated area/warehouse; stacking it there, preparation of destuffing tally sheet; arranging Customs examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on weighing machines, whenever required, and loading of break-bulk cargo into trucks after Customs clearance and preparation of loading tally sheet. Irrespective of the interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

C-5 *ICD-Destuffing – Direct*

The contractor shall organise seal-cutting of import container; destuffing of import cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of tally; arranging Customs examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on weighing machines, whenever required, and restuffing cargo in container, closing doors and sealing; final destuffing when party provides trucks; and loading of customs cleared break-bulk cargo into trucks and preparation of loading tally sheet. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

C-6 *Cargo Handling in Cases of Factory Destuffing Units*

In selective cases, the operator may be required to do cargo handling in respect of factory destuffing units as per Customs requirements. In such cases, the contractor shall organise seal cutting of import container; destuffing of selective import cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards., arranging weighing of cargo on weighing machines whenever required, restuffing cargo in container, closing doors and sealing

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of container. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

2.2.3 Domestic Cargo Handling Cycles

C-7 Terminal Stuffing-Direct

The contractor shall arrange cleaning of nominated container internally prior to stuffing; unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles; stuffing the same in nominated container; preparation of tally sheet of cargo; closing of doors; and sealing of container after stuffing, as directed by CONCOR officials. Irrespective of the interval of time, which may have elapsed between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

C-8 Terminal Destuffing - Direct

The contractor shall organise seal cutting of inward loaded container; destuffing of domestic cargo (of any dimension, shape, size and weight), preparation of tally and its loading into trucks in nominated area. Irrespective of the interval of time, which may have elapsed between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

C-9 Terminal Stuffing / Destuffing using Crane

The Contractor shall use crane for loading or unloading and stuffing or destuffing of cargo.

C-10 Handling of Leftover cargo for Back to town

The Contractor shall load leftover cargo on party's truck, using labour or forklift or crane. Rate to quoted on per tone basis, limited to maximum of per TEU rate whichever is lower.

2.2.4 OUT OF CYCLE WORK

OC-1 Destuffing of the cargo from the container.

In selective cases, the operator may be required to do destuffing of the cargo from the container as per Customs requirements. In such cases, the contractor shall organise seal cutting of the container; destuffing of cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards., arranging weighing of cargo on

weighing machines whenever required, restuffing cargo in container, closing doors and sealing of container.

OC-2 Restuffing of the cargo into the container

In selective cases, the operator may be required to do restuffing of the cargo into the same container from nominated area as per Customs requirements. In such cases, the contractor shall organize stuffing of cargo (of any dimension, shape, size and weight) as per standard norms , preparation of stuffing tally sheet; closing doors and sealing of container(20' & 40').

OC-3 Transshipment of cargo from one container to another container.

In selective cases the operator may be required do to transshipment of cargo from one container to another container as per requirements. In such cases contractor shall organize labour or forklift for destuffing of the cargo from one container and again stuffed the same cargo into the another container as per slandered norms, preparation of destuffing/stuffing tally sheet; closing doors and sealing of container(20' & 40').

OC-4 Unloading of the cargo from truck to ground/warehouse.

The contractor shall arrange unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles and stacking the same in warehouse/nominated area; preparation of unloading tally sheet of cargo.

OC-5 Loading of the cargo from ground/warehouse to truck.

The contractor shall arrange loading of break-bulk cargo (of any dimension, shape, size and weight) from warehouse/nominated area to road vehicles and preparation of loading tally sheet of cargo.

2.3 INCIDENTAL WORK

2.3.1 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:

- a) Handling of containers and cargo 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/CFS as deemed necessary by CONCOR officials for the convenience of handling traffic within ICD/CFS.

- c) Shifting empty containers for cleaning/washing or for repairs within ICD premises.
- d) Cleaning/washing empty containers, if directed to do so by CONCOR Officials, before stuffing or after destuffing.
- e) Taking inventory of containers/cargo's in the ICD/CFS.
- f) Weighing of outward and inward cargo's.
- g) Sealing/Riveting the containers.
- h) Proper stacking of packing and other sundry material in designated area.
- i) Covering and uncovering of cargo with tarpaulins etc.

3. CUSTOMS EXAMINATION

- 3.1 It should be clearly understood by the tenderer/contractor that the handling and transportation of ISO (EXIM) containers at ICD is for the purpose of import/export of cargo in containers. Therefore, for ISO containers, the activities described will involve examination and clearance by Customs Officials at various stages. The contractor shall provide labour and handling equipment to 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 items of work described in the sub-paras mentioned earlier 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 contractor on CONCOR.

4. Force Majeure :

In the event of any unforeseen event directly interfering with the movement of trailers arising during the currency of the contract including but not limited to such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, Bridge Collapse or any other acts of God, the contractor shall, within 03 days from the commencement thereof, notify the same in writing to the CONCOR with reasonable evidence thereof.

5. DURATION OF CONTRACT (02 years + 02 years)

- 5.1 At the initial stage, the contract shall be awarded for a period of two years (24 months) from the date of commencement of contract. CONCOR will have discretion for extending it for another 02 (Two) year on mutually acceptable terms and conditions.

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5.2 However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (four) months or till the new contract is finalized, whichever is earlier.

6. EARNEST MONEY

6.1 The tenderer will be required to deposit a sum of Rs1 50,000/- (Rs. One lakh Fifty Thousand only) as earnest money along with completed tender documents for pre-qualification bid. The earnest money is towards an undertaking by the tenderer that the tenderer will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR.

6.2 The Deposit as referred to under para 5.1 above shall be made by pay orders or demand drafts made out in favour of Container Corporation of India Ltd. payable at New Delhi and valid for a minimum period of six months after the date of issue.

6.3 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.

6.4 Pay orders/ demand drafts should be enclosed along with pre-qualification bid documents of the tender. The pre qualification bids themselves will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.

6.5 No interest shall be allowed on the earnest money deposited and also on security deposit as referred to under para below.

6.6 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para 6.1 hereof. Subject to the condition stipulated in para 5.1 above, the earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalised.

6.7 Should a person, whose tender has been accepted, declined or failed to remit the security deposit and/or execute an agreement and take up the contract within 7 days of the date of communication of acceptance of his tender in his favour, the Earnest money deposit mentioned above will be forfeited in full by CONCOR without prejudice to any further rights of remedies in this regard for breach of contract

7. SECURITY DEPOSIT

7.1 The security deposit under the contract will be Rs. 3,00,000/-.The successful tenderer whose rates are finally accepted must submit within 7 days of acceptance of tender of Rs One lakh Fifty Thousand only(1,50,000) as Security Deposit for the fulfillment of terms & conditions of this contract. He should also execute an agreement in the prescribed form with in 7 days of issue of LOI. This will be in addition to the cash

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security of Rs One lakh Fifty Thousand which will be adjusted against the Earnest Money deposit

- 7.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to adjust/recover any loss and/or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 7.3 The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.
- 7.4 The Security Deposit shall, subject to any deduction that may be made there from, be returned to contractor within four calendar months after completion of contract and on issuance of "NO DUES CERTIFICATE" by the Terminal Incharge/Kanpur. However, even if there is any delay the Contractor will not be entitled to any interest.
- 7.5 In the event of any dispute arising between CONCOR and the Handling 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 Handling contractor singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The Handling contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.
- 7.6 No interest will be payable on Security Deposit.
- 7.7 Managing Director, CONCOR, may, at his discretion, increase the amount of Security Deposit proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit referred above in para 6.1.

8 BANK GUARANTEE BOND

- 8.1 The successful tenderers will also be required to furnish a Bank Guarantee of Rs.5,00,000/- (Five lakhs only) within 10 days in the format prescribed for covering any loss/damage suffered by containers or cargo in CONCOR by the reason of any failure on part of contractor to carry cargo/containers safely in contravention of terms and conditions of this tender and his failure towards successful performance under the contract. The bank guarantee is required to be furnished from a schedule bank as per perform at Annexure – III valid for seven months beyond the expiry of the contract.

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8.2 The value of bank guarantee may be increased at a subsequent date, if found necessary. The decision of the Managing Director , CONCOR will be final in deciding the revised value of the Bank Guarantee.

9. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 PROVISION OF STAFF: The contractor shall provide, at his own cost, trained operators and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the contract.

9.2 The contractor shall provide, at his own cost, all employees with necessary identity cards and distinctive name badges/uniforms, which they shall display on their person to distinguish them from unauthorized persons.

9.3 Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this contract and shall employ only such persons whose characters has been verified by police. He shall, on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.

9.4 The Terminal Manager of Inland Container Terminal shall be at liberty to object to and require the contractor to remove forthwith from the terminal any person employed by the contractor if, in the opinion of Terminal Manager of Container terminal, such person is disobedient/insubordinate or mis-conducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor at Container Terminal without the written permission of Terminal Manager of Container Terminal. Any person so removed shall be replaced by a competent substitute. The decision of Terminal Manager of Container Terminal shall be final and shall not be questioned on any ground whatsoever.

9.5 Insurance of all the employees will be responsibility of contractor.

10. SAFETY/PRECAUTIONS

10.1It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling of all types of containers, transportation of all types of containers, handling of all types of cargo and stuffing / destuffing of containers.

10.2The 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.

10.3CONCOR will not be liable to pay to the Staff/Labour of T.O for the injuries/death while performing duty. In case, CONCOR is to incur any liability, same will be recovered from the T.O.

11 LIABILITY FOR LABOUR LAW

11.1 All labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance

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with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor. He shall specifically ensure completely with following Laws/Acts and their enactments/amendments.

1. The Payment of Wages Act, 1936
2. The Factory Act, 1948
3. The Workmen's Compensation, 1923
4. The Employees Provident Fund Act, 1952
5. The Contract Labour (Regulation and Abolition) Act, 1970
6. The Payment of Bonus Act, 1965
7. The Payment of Gratuity Act, 1972
8. The Equal Remuneration Act., 1976
9. The Employees State Insurance Act, 1948
10. The Industrial Disputes Act, 1947.
11. The Employment of Children Act, 1938
12. The Motor Vehicles Act,

11.2 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 laws to the extent they are applicable to the establishment/work in container terminal.

11.3 COMPLIANCE OF CONTRACT LABOUR (REGULATIONS & ABOLITION) ACT, 1970 :

11.3.1 The contract labour (Regulations & Abolition) Act, 1970; Rules, 1971, and the Central Rules as modified from time to time are applicable to this contract. The contractor shall comply with these and obtain requisite license/s from labour Authorities under the Act and also take steps for getting the agreement registered under the Act, he shall also indemnify CONCOR from and against any claims under the aforesaid Act and the rules.

11.3.2 The Contractor shall thoroughly familiarize himself with the provisions of Contract Labour Act, 1970 and Contract labour Central Rules, 1971 and submit certificate to ICD in-charge confirming that he is following all the relevant provisions of the said Act and Rules every month alongwith his handling bills.

11.3.3 The Contractor shall observe all the formalities and abide by all the provisions Contained in Contract Labour Act, 1970 and Contract Labour Central Rules, 1971 which, in addition to others, provide that:

- (a) The Contractor shall obtain a valid license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy there of alongwith original license to the ICD- in-charge immediately on start of the

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work. The original will be returned to contractor after verification. Similar action will be taken by the contractor at the time of renewal of licence.

- (b) The Contractor shall pay wages to his labour in a manner laid down in Section 63 to 71 of the Contract Labour Central Rules, 1971 in presence of official nominated by in-charge of ICD.
- (c) The Contractor shall keep and maintain necessary Registers/Records, issue employment cards/service certificates and display notices in accordance with Sections 75 to 82 of the Contract Labour Central Rules. 1971.
- (d) The Contractor shall comply with the provisions of Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify CONCOR from and against any claims under the aforesaid Act and the Rules.

11.4 The Contractor shall pay to the labour employed by him wages as per provisions of the aforesaid Act and the Rules, wherever applicable.

11.5 In every case in which, by virtue of the provisions of the aforesaid Act or the rules, CONCOR is obliged to pay any amount of wages to a workman employed by the Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CONCOR due to the contractor's failures to fulfill his statutory obligations under the aforesaid Act or the rules, CONCOR shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under Section 20 Sub-section (2) and section 21 subsection (4) of the aforesaid Act, CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and/or from any sum due by CONCOR to the contractor whether under the particular contract or otherwise. CONCOR shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.

11.6 The contractor shall not employ any person/labour below the age of 18 years. He shall indemnify CONCOR from and against all claims and penalties which may be suffered by CONCOR or any person employed by him by reason of any default on the part of the contractor to observe and/or in the performance of the provisions of child labour (prohibition and regulation) Act 1986 or any reenactment or modification of the same.

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11.7 COMPLIANCE OF PAYMENT OF WAGES ACT 1936

11.7.1 The contractor shall be responsible for compliance with the provision of the Payment of Wages Act, 1936 or any statutory modifications thereof and any Rules made there under in respect of the staff employed by him and shall keep CONCOR indemnified against all loss, damage or claim arising directly or indirectly through any failure or omission to comply with the requirements of the said Act and Rules.

11.7.2 The contractor shall pay not less than the fair wage to the laborers/workers engaged by him on the work, the fair wage being the wage including the allowances notified at the time of inviting tender or as notified from time to time by the competent authority for the work, and, where not notified, the wages paid for similar work in the neighborhood. The labour wages and allowances shall not be less than those prescribed by any provincial law, etc. The contractor shall keep a proper record of such payment, and submit a certificate every month to CONCOR of his having done so.

11.7.3 If CONCOR shall at any time consider the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of a notice in writing to the effect, and in case of non-compliance with such notice, all payments to the contractor may be withheld during such non-compliance.

11.7.4 A notice showing the rates of wages to be paid to workers shall be published by the contractor and exhibited prominently near the place of work and should be made easily accessible to all workers.

11.8 CLAIMS UNDER WORKMEN’S COMPENSATION ACT 1923

The contractor shall at all times indemnify CONCOR against all claims which may be made under the Workmen’s Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labourer/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such labourer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, CONCOR shall be at liberty to withhold such amount from the bills of the contractor and also deposit the same with the Commissioner under W.C. Act.

11.9 HOURS OF EMPLOYMENT REGULATIONS

10.9.1 The Contractor shall be responsible for compliance with the provisions of the Hours of Employment Regulations in respect of the staff employed by him in the manner decided upon by the appropriate authority.

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11.9.2 No labourer shall be unfairly treated or removed from work except for valid reasons. The official incharge of the Container Terminal will be competent to deal with and adjudicate on any complaint in this respect and his decision will be final and binding on the contractor and outside the purview of the Arbitration Clause.

11.9.3 The labourer's/operator's/contractor's employees engaged in the handling of containers under the terms of the contract are to be deemed as employees of the contractor for all purposes of Industrial Disputes Act,1947 or other enactments that may be applicable should necessity arise.

11.9.4 The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come into force and the contractor shall indemnify and keep CONCOR indemnified against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the contractor to comply with any such laws, regulations and /or rules.

11.9.5 The contractor should obtain separate code (identification number) for deposit of PF dues, if applicable, and deposit all dues with concerned PF authority directly.

11.9.6 The onus of deposit of PF dues shall be on the contractor. The payment against their bills shall be released only once relevant challans , PF registration/code number, ESI records along with photocopies of attendance and payment registers are provided.

12 PROVISION OF HANDLING EQUIPMENT

12.1 The contractor shall ensure that he deploys the specified/required serviceable machinery and plant including handling equipment and vehicles of good working condition & manufacturing year as detailed in para 14 below at the Container Terminal for execution of the proposed work and the handling equipments and vehicles as required in para 14 should be owned/hired by him. The contractor should also make necessary arrangements for stand by equipment against mechanical & other failures to ensure that the work does not suffer. The arrangements for servicing the equipment/vehicles dealing with breakdowns etc., should also be made by him.

12.2 In the event of a breakdown of the equipment required as per the contract, CONCOR will be free to hire equipment at rates available in the market and deduct charges from the handling bill of the contractor if the contractor is unable to arrange for repair of broken down equipment or provision of a stand by in a reasonable time, which will be the sole discretion of the Terminal Manager of the terminal. The Terminal Manager of the terminal shall have the right to impose penalty as it may find suitable if the breakdown equipment is not restored in suitable time frame.

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- 12.3 All equipment shall be in good fettle and capable of handling ISO containers in accordance with relevant ISO standards stipulated for container handling.
- 12.4 Equipment utilizing internal-combustion-engine shall not emit undue smoke and all of them shall conform to pollution control standards- no oil spills in ICD.
- 12.5 The Terminal Operator shall, before commencement of operation, get all equipment inspected at the Container Terminal by the Terminal Manager of the Container Terminal. In case any particular equipment is not found to be of adequate standard/performance before commencement of operation or at any time during the currency of the contract, the Terminal Operator shall replace the same to the satisfaction of CONCOR.
- 12.6 Terminal Operator shall obtain the required license for operation of the vehicles and equipments from the authorities concerned and ensure that these are operated by experienced and qualified operators, as per requirement of the local transport and other authorities and law.
- 12.7 The successful tenderer shall make arrangements for positioning of adequate equipment and trained personnel before the commencement of operations as per the contract.
- 12.8 The contractor shall pay (& bear) all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies as required by them, under their rules for cranes, fork lifts, vehicles, trailers, etc., employees or workers engaged by him. No claim in this behalf shall be entertained by CONCOR.
- 12.9 Contractors should make his own arrangements for repairing /maintenance
- 12.10 An area in the ICD will be earmarked for repair/maintenance work.
- 12.11 No compensation will be paid for non use or idling of equipment or vehicles.
- 12.12 Insuring all the equipments and vehicles will be the responsibility of the contractor.
- 12.13 Equipment/vehicles deployed are not to be used for any other purpose without the written permission of the Terminal Manager. Any violation on this account will attract a penalty up to Rs.5000/- subject to minimum penalty of Rs. 1000. on each occasion
- 12.14 The contractor will be required to base vehicles at Kanpur and to start the cycle of work. The job orders for start of the cycle of work will be given by the Terminal Manager at the terminal.
- 12.15 Penalty of Rs.10000 per day per equipment (Reach stacker, loaded sling crane), and Rs. 5000/ per day(per trailer, empty crane and forklift) will be imposed and collected for non-provision of equipment/trailer with in stipulated time.

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13 VOLUME OF WORK/SCHEDULE OF QUANTITIES

- 13.1 The schedules of quantities indicated in Annexure II are only an approximate estimate of the volumes expected. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities.
- 13.2 As mentioned in sub para – 13.1, the quantities mentioned in Annexure II are only an approximate estimate and shall not be a basis for any dispute with regard to the rates quoted by the tender/contractor or for the alteration of Terms and Conditions. The nature and extent of the work is and shall remain subject to variation and adjustments depending upon the actual operational and commercial requirements.

14. MINIMUM EQUIPMENT REQUIRED UNDER THE CONTRACT:

The following minimum equipment will be required for handling of containers in the ICD.

Sl.no	Activities	Equipment	Nos.	Manufacturing date	Remarks
1	Handling of loaded containers.	Loaded Reach Stacker	one	Should be in good working condition	Should be owned or leased by the bidder. An undertaking from owners for giving it to the tenderer on lease for the period of contract should be attached
2	Handling of loaded containers.	Loaded Sling Crane with spreader to lift fully loaded <u>20'/22'/40` and capable of stacking up to 1+2 high of 40 Tons capacity.</u>	One	Should be in good working condition	Should be owned or leased by the bidder. An undertaking from owners for giving it to the tenderer on lease for the period of contract should be attached
3	Empty container handling/ Stacking	Empty Sling crane with an extendible boom capable of handling empties stacked upto 1+2 high	One	Should be in good working condition.	Should be owned
4	Road Vehicles, as	For internal shifting of	40'*3 trailer	Should be in working condition- submitted a	At least one Trailers should be

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	prescribed in para 14 below.	containers, capable for shifting of 20'/22'/40' containers.	s (for intern al move ment of contai ners.)	copy of Road worthiness fitness certificate issued by the concerned transport authority of state law and should be of 1998 or after make	owned by the Tenderer / partner/ Director of the bidder firm rest may be on leased. An undertaking from owners for giving it to the tenderer on lease for the period of contract should be attached
5	Cargo handling	Fork lift truck 3 Tons	Two	Should be in good working condition and should be of 2000 or later make.	One Should be owned and one can be leased. An undertaking from owners for giving it to the tenderer on lease for the period of contract should be attached

NOTE:

The actual number of requirement of equipment/vehicles (trailers)/ will be subject to variation in volume and actual number to be deployed at any given time will be intimated to contractor by Terminal Manager. However, contractor must be able to arrange additional equipment/trailers as and when required with in 7 days notice to be given by Terminal Manager.

15. PROVISION OF VEHICLES

15.1 Road vehicles for terminal transportation of ISO Freight containers would be in the form of tractor-trailer units each comprising of a prime mover and a semi trailer (chassis) fitted with container securing arrangements as stipulated below.

15.2 Container securing arrangements (bottom corner fittings) on the semi-trailer (chassis) shall be in accordance with the international standard “ISO 3874:1988(E)-Series 1 Freight Containers – handling and securing” elegant features of which are reproduced below.

“The chassis shall be fitted with twist-locks which may be either fixed or retractable and, in some cases, adjustable in height. Alternatively, securing cones with pinlock or securing guide with pinlock may be used.”

15.3 Length of the chassis should be suitable for carrying one 20/22 ft container or one 40 ft container or two 20/22 containers. The container shall not project beyond the front or rear of the chassis.

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- 15.4 The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate. Vehicles should not be more than five years old (date of registration to be guide in this regard) and these should be maintained as required by laws of the land from time to time.
- 15.5 The road vehicles shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, etc. and the Contractor shall have to comply with all such requirements as may be necessary in this regard.
- 15.6 The contractor should have required registrations and licences for the operations of the vehicles issued by the competent authorities. The contractor shall also ensure that the vehicles are operated by experienced and qualified operators/drivers as per the requirements of traffic authorities dealings with various aspects of law of the land.
- 15.7 The vehicles engaged by the contractor shall be painted according to the specifications, design, colour scheme, requirement etc as desired by CONCOR from time to time.
- 15.8 All vehicles shall be comprehensively insured by the contractor.

16. RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTAINER/CARGO

The contractor shall be liable to compensate CONCOR in full for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property or any damage to container or cargo 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.

All costs, damages or expenses incurred by CONCOR in this connection will be recovered by CONCOR from the contractor. It also reserves the right to retain contractor's security deposit or any payment under the contractor to be off against such claims.

17. ILLEGAL GRATIFICATION

- 17.1 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of CONCOR or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall entitle CONCOR to rescind all contracts with him in addition to any criminal liability the contractor may incur, entitle CONCOR to rescind this contract and all other contract and all other contracts with him. CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decision and to recover the amount from any money due to the contractor in respect of all contracts between him and CONCOR. The Contractor shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be

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entitled forthwith to rescind his all contracts with CONCOR. Any question or dispute as to the commissions of any offense or compensation payable to CONCOR under this clause shall be settled by CONCOR in such manner as it considers fit and sufficient and decision shall be final and conclusive.

17.2 The contractor shall forbid and take all possible steps within his power to prevent all laborers and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

17.3 No person who had retired within two years as a Gazetted Officer in executive or administrative duties in any Government service or CONCOR shall be contractor. The contractor shall under no circumstances employ and person in the employment of the Government or CONCOR for the purpose of carrying out this contract and further shall not employ and person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the contractor himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of CONCOR.

18 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.

19. SUBLETTING NOT ALLOWED

The Contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from him.

20. PAYMENTS

20.1 For doing the work indicated in clauses 2.1 to 2.4 the handling contractor will be paid according to the Schedule of rates and the explanatory notes attached thereto as Annexure II.

20.2 Payment under various items of the Schedule of rates will be due only on completion of the respective operations.

20.3 CGM/NCR will be competent to release on account payments against the bill already submitted and are under process to the tune of 80% of the billed amount.

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20.4 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 by mutual negotiations. In 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.

DERIVING OF RATES FOR EXTRA SERVICES/SUBSTITUTED ITEMS

The rate for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:

- 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.
- 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 (ICD/CFS) nearby would be applicable.
- If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
- The decision of the Managing Director, CONCOR with respect to the rates for extra/substituted items of work will be final and binding.

20.5 Subject to any deductions which CONCOR will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Terminal Operator shall be entitled for payment as under:

“ The Terminal Operator shall prepare and submit monthly bills in prescribed forms based on the quantum of work handled during the previous month to CONCOR’s official in-charge of ICD. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including income-tax, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however, shall either entitle the Terminal Operator to claim interest nor terminate contract.

20.6 A claim for services rendered under this contract shall be made by the contractor 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 respect thereof and shall not be entitled to any payment on account thereof.

20.7 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three

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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 months period shall be liable to be summarily rejected by CONCOR.

20.8 Payment shall be made through cheques. The successful tenderer taking up the work of the Terminal Operator shall intimate CONCOR the person/body in whose favour the cheque for amounts due to him should be drawn.

20.9 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 & from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 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

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

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

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

a) For 1st rate revision

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

where

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

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

b) For subsequent six monthly rate revisions

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

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

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

21.4 In case CONCOR management decides to extend the contract period by two more years, CONCOR may negotiate the price with the TO depending upon market situation at that time. Extension will be given at mutually accepted rates. Contractor will have right 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 to finalize alternative arrangements.

21.5 In case the contract is further extended for a period of 2 years, same escalation clause, as mentioned in para 21.3 above, will be used to increase/decrease rates at a six monthly interval. This clause will become operative after the six month of the extension.

22. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

The handling contractor shall work in close consultation with and as per guidance and direction of Terminal Manager/Kanpur. The different types of work required to be executed on day to day basis will be advised to handling contractor in the form of "Job Orders" or any other manners deemed fit by the Terminal Manager ICD/Kanpur.

22.1 The contractor shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the contractor. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency or by engaging equipment/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.

22.2 In the event of contractor's employees going on strike which would include what is understood as a stay in strike or if there is suspension of work due to non availability of drivers or any other cause or if the progress of the work is affected due to shortage/inadequate provision of trailers/staff any other failure on the part of the contractor to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to carry on work under this agreement through any other agency or by engaging trailers directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of contractor and shall be recovered from any money due to him or from his security deposit referred to in this agreement.

22.3 The contractor shall be liable to be fined upto Rs.5,000/- (Rupees Five thousand only) on each incidence/occurrence at the sole discretion of the Terminal Manager for unsatisfactory service or any lapses, failure to comply with the terms

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and provisions of the contract, misconduct on part of his employees, servants or workers in day to day operations. Such fines will be recoverable from the handling bills of the contractor.

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

The unsatisfactory working will included the following:

- Repeated failure to adhere to the work.
- Repeated occurrences of go-slow/strike or acts of indiscipline on the part of contractor manpower.
- Failure to provide manpower commensurate with work for a continuous period of 5 days.
- Repeated instances of improper work.
- Repeated instances of failure to comply with instructions of Terminal Manager.

The certificate of the Terminal Manager of ICD as to the sum payable to the contractor, if the work in question had been carried out by him under terms of the contract, shall be final and binding on the contractor.

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

22.5 The Competent Authority, CGM/NCR is the person who shall be empowered to consider waiver of the above mentioned penalties on any account either in part or in full at his sole discretion.

23 TIME LIMIT FOR EXECUTION OF JOB ORDERS

The successful bidder will be required to provide road vehicles for shifting of loaded import containers to examination area , transporting and positioning of empty container at stuffing point within three working hours of issue of shifting job order to that effect.

23.1 Similarly, the successful bidder will be required to handle (unload and backload) the rail wagons as per time limit given below:

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Up to 30 wagons (unloading): within **2 hours** from time of issue of job order.
Up to 30 wagons (loading): within **2 hours** . from time of issue of job order.
Above 31 Wagons Full rake (45 wagons) (unloading): within **3hours.** from the time of issue of job order.
Above 31 Wagons Full rake (45 wagons) (loading): within **3 hours** from the time of issue of job order.

23.2 In case of failure, CONCOR will levy wagon detention charges for the entire rake @ Rs.100/- per flat wagon per hour or part thereof, for rakes carrying ISO/DSO containers. CONCOR shall not be liable to give prior notice to the terminal operator in respect of number of railway flats/ wagons to be placed for handling. the Terminal operator must keep himself informed of the status of placement of railway flats/wagons for unloading/loading or otherwise. The detention charges are subject to review as and when Railways notifications are issued for demurrage.

23.3 Cargo received during business hours of ICD-Kanpur will have to be unloaded/loaded within 6 working hours of Job order or provision of trucks by party, whichever is later, failing which the claim received by CONCOR for reimbursement of any detention charges for the trucks being incurred by the exporter, if any, will be debited to T.O A/c subject to maximum of Rs.400 per truck per day.

23.4 (a) Stuffing/destuffing should be completed within 3 working hours issue of Job order for 20' & four hours for 40' containers.

(b) Placement of empty container for stuffing at warehouse and removal of stuffed containers from warehouse to be done as per time specified by the warehouse in charge.

© In normal circumstances, the lifting on/off of empty/t loaded containers on/from road trailers by the terminal operator at ICD should not take more than three working hours for each operation after the road trailers have been positioned by the transport contractor.

(d) Failure to do so as given in clause 23., 23.4 (a,b and c) will be constituted to be instances of non-compliance of job order or unsatisfactory working liable to be fined up to a maximum of Rs 5000/- per Teu subject to minimum of Rs.500 per Teu as per discretion of Terminal Manager.

24 MAINTENANCE AND DOWN-TIME OF EQUIPMENT AND VEHICLES

Since the business of CONCOR is time sensitive, CONCOR would expect T.O. to ensure maximum availability (up time) of equipment and vehicles for the full contract period as under.

Maximum availability of equipment/vehicles :- 90%

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- 24.1 Failure to ensure above levels would be treated as unsatisfactory working/non-performance and liable to be fined upto a maximum of Rs.5000/- on each incident/occasion by the Terminal Manager/Kanpur.

25 OUT OF CYCLE CRANE OPERATIONS

Handling contractor may be required to perform any out of cycle crane operations i.e. handling of empty or loaded containers not covered under any of above mentioned cycles. In such case, the rates to be paid to the contractor will be calculated on the basis of single crane operation rates quoted by him.

26 ARBITRATION

- 26.1 In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Managing Director. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference
- 26.2 Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 26.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 26.4 The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Terminal Operator shall be withheld on account of such proceedings.
- 26.5 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- 26.6 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 26.7The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 26.8The venue of arbitration be such place as may be fixed by the Arbitrator in his sole discretion.

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26.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

26.10 Once the contractor has been paid his security deposit and has been returned his Bank guarantee by CONCOR it shall be treated that the contract is over and no disputes shall be entertained after that.

26.11 No interest will be due on the amount/claim due as a finalization of arbitration/reconciliation.

27 REDUCTION TOWARDS INCOME TAX OR ANY OTHER LEVY AT SOURCE

Deduction of statutory dues like Income Tax at source or any other tax/levy imposed by Govt. will be made from the money payable to contractor on the bills for the work done in accordance with the provisions of the Income Tax Act 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued. The successful bidder is required to submit a copy of Permanent Account Number at the time of executing the agreement.

28 SERVICE TAX & CESS:

Contractor would register himself with service tax authorities and pay service tax and applicable cess, if any, as due to the authorities on regular basis. He will raise and show this amount of service tax & cess, if any, separately with his monthly handling bills raised to CONCOR and CONCOR will pay along with his bills.

29 CONCOR RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE THE TERMINAL OPERATOR BECOMES INSOLVENT OR IS CONVICTED IN A 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 in any Court of law, CONCOR will have the absolute option of terminating the contract forthwith and the Terminal Operator shall have no right for damage or compensation on this account.

30. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALISED

Except as otherwise provided, a verbal or written arrangement abandoning, 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.

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31. NOTICES ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Managing Director, CONCOR shall be issued/taken by the Official In-charge of the Container Terminal. The contractor shall furnish to CONCOR the names, designations and addresses of his authorized representatives, and all complaints, notices, communications and references shall be deemed to have been duly served to the contractor, if delivered to him or his authorized representatives or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they are posted in the ordinary/registered post or on the day on which they were delivered or left.

32. WORKING HOURS

ICD functions round the clock for rail/road handling purposes. The working hours for the purpose of loading/unloading onto/from railway flats/wagons/road trailers/EMPTY and EMPTY stacks etc. of ISO/DSO containers shall be from 00.00 hrs. to 00.00 hrs. T.O. may be required to work during such hours of the day (including Sundays & holidays)

33 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONCOR PROPERTY AND ROLLING STOCK OR OTHER RAILWAY PROPERTY

The contractor shall be liable to compensate CONCOR for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to CONCOR and/or to rolling stock or other property belonging to Railway or 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.

34. PROHIBITION AGAINST TAKING WORK FROM CONCOR GOVERNMENT SERVANTS

No person who had retired within two years as a Gazetted Officer in executive or administrative duties in any Government service or CONCOR shall be Contractor. The Contractor shall, under no circumstances, employ any person in the employment of the government or CONCOR for the purpose of carrying out this contract and further shall not employ any person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the Contractor himself or any of his employees is found to be a person to whom this applies and who had not obtained the necessary permission of CONCOR.

35. ADVANCES

CONCOR has a policy of encouraging its contractor for deploying latest “State of the art” equipment at its terminal. Towards this it may consider contractors request for providing advances for procuring new equipment for deployment for the work against monthly anticipated billings at reasonable rates of interest. Such

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an advance will be given by CONCOR at the pure discretion of its management, on the basis of necessity and its own evaluation of contractor's standing in the field and repayment capacity.

36 EXIT CLAUSE

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

37 GENERAL

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

Chief General Manager/NCR

For and on behalf of Container Corporation of India Ltd.

The scope of work and all terms and conditions listed from Para 1 to 37 along with their sub-paras have been read carefully, understood and accepted.

Signature of Tenderer

For and on behalf of (Name, Designation and Address)

SIGNATURE OF TENDERER.....

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

Issued to

To,

The Chief General Manager,
Container Corporation of India Ltd.
North Central Regional Office
P-5, 5th.Floor, Ocean Plaza,
Sector – 18, Atta Market,
NOIDA – 201301 (U.P).

Dear Sir,

Sub : TENDER FOR CONTRACT FOR TERMINAL HANDLING FOR INLAND CONTAINER DEPOT, KANPUR FOR A PERIOD OF (24+24) 48 MONTHS FROM THE DATE OF AWARD OF CONTRACT.

1. Subject to the conditions given in the tender documents purchased by me in connection with above-mentioned contract, I/We hereby tender for the contract for working as Terminal Operator for CONCOR, for its ICD at Kanpur at the rates specified in the SOR (Annexure – II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein

- 2.. Following certificates/documents are enclosed herewith :
 - 2.1 Experience certificate showing the previous satisfactory experience in the work tendered for container handling business for a minimum period of **two years** having handled at least **600 Teu's** during any one year out of the preceding two years i.e. 2003-04 , 2004-2005. However, it is also specified that in the event a party furnishes more than requisite satisfactory experience credentials of the current year (i.e. 2005-2006) it will be considered as experience.

 - 2.2 Documents showing constitution of the firm/company (copy of partnership deed with copy of registration certificate in case of partnership firm and a copy of incorporation certificate, certificate of Memorandum and Articles of Association in case of a company).

 - 2.3 Income and expenditure account and balance sheet (in case of partnership owned firm) certified by a chartered accountancy firm or audited annual report (in case of company) for FY 2003-04 and 2004-05 as per which my

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Turnover from handling business is over a minimum level of Rs 50 Lakhs P.A .

2.4 Evidence of the authority of the person signing this proposal to bind tenderer to this proposal and to any contract resulting therefrom.

2.5 Organisation chart

3. A sum of Rs.1,50,000/- (Rupees One lakh Fifty Thousand only) towards earnest money in the form of pay order/demand draft no..... dated in favour of CONTAINER CORPORATION OF INDIA LTD.” , payable at New Delhi.

4. I/We agree to keep this tender open for a period of 120 (one hundred and twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (one hundred and twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.

8. The details of other contracts held by me/us with CONCOR/Railway Administration/other agencies doing similar work of handling ISO containers and other allied work are given below :

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

9. The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualification bid is accepted by CONCOR.

10. I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Tenderer's address

.....
.....

Telegraphic address

.....
.....

Telex/fax number if any.

.....

Yours faithfully,
Signature of Tenderer/s

- 1.
- 2.

Name, Signature and
Address of witnesses

- 1.
- 2.

E-mail no. if any,

SIGNATURE OF TENDERER.....

Annexure –II

SCHEDULE OF RATES FOR WORK TO BE PERFORMED AS A CONTRACTOR

Para No.	Category of work (Container Handling Operation)2.1	Volumes in containers p.a.		Rates to be quoted per Container	
		Size	Vol.	IN figure	Words
2.1	2.1.1(Export Cycle) E-1-ICD stuffing through warehouse /direct	20'	1050		
		40'	450		
	E-2 Handling of containers in ICD for factory stuffing	20'	2550		
		40'	2100		
2.1	2.1.2 (Import cycle) M-1 - ICD destuffing through Warehouse/direct	20'	2500		
		40'	250		
	M-2 Handling of containers in ICD for factory destuffing	20'	1000		
		40'	950		
2.1	DSO(Domestic Cycle)				
	2.1.3 D-1 Terminal stuffing-direct	20/22	1		
		40'	1		
	D-2 Handling of container for factory stuffing	20/22	100		
		40'	1		
	D-3 Terminal destuffing	20/22	750		
		40'	1		
	D-4 Handling of containers for factory destuffing	20/22	1200		
		40'	1		
2.1	2.1.4 Out of cycle handling works				
	OC-1 Rail handling of empty containers	20/22	2550		
		40'	1000		
	OC-2 Rail handling of loaded containers	20/22	100		
		40'	160		
	OC-3 Road handling of empty containers	20/22	2400		
		40'	1780		
	OC-4 Road handling of loaded containers	20/22	50		
		40'	50		
	OC-5 Direct Transshipment of empty Containers.	20/22	100		
		40'	100		
	OC-6 Direct Transshipment of loaded Containers	20/22	20		
		40'	1		
	OC-7 Weighment of containers on weighbridge located within the ICD	20/22	550		
		40'	150		

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ANNEXURE-II

SCHEDULE OF RATES FOR WORK TO BE PERFORMED AS A LICENSEE					
Cycle	CATEGORY OF WORK (Cargo Handling Operation) 2.2	VOLUME IN CONTAINERS		Rates(per Container) to be quoted both in words and figures	
		SIZE	Vol.	in figures	In words
Export (2.2.1)	C-1-ICD stuffing through warehouse	20'	1050		
		40'	450		
Export	C-2 ICD Stuffing -Direct	20'	5		
		40'	3		
Export	C-3 Cargo handling in case of factory stuffed units	20'	4		
		40'	1		
IMPORT (2.2.2)	C-4 ICD Destuffing through warehouse	20'	400		
		40'	90		
IMPORT	C-5 ICD Destuffing -Direct	20'	2150		
		40'	225		
IMPORT	C-6 Cargo handling in case of factory Destuffed units	20'	2		
		40'	1		
DOMES TIC (2.2.3)	C-7 Terminal Stuffing –Direct	20'/22'	2		
		40'			
DOMES TIC	C-8 Terminal Destuffing –Direct	20'/22'	1		
		40'	1		
DOMES TIC	C-9 Terminal Stuffing/ Destuffing Using Crane	20'/22'	1		
		40'	1		
DOMES TIC	C-10 Handling of Leftover Cargo for Back to Town on per tone basis	20'/22'	1		
		40'	1		
	Cargo Loading/Unloading charges on Per ton. Basis subject to a maximum rate of C-1 activity		1		

Note : Please note that all rates for 20' and 22' containers will be same.

SIGNATURE OF TENDERER.....

Pre Page:-

2.2.4 Out of Cycle Works:

Clause	Category of work	20', 22' Rates (in Figure Word)		40' Rates (in Figure Word)		Volume	
						20'	40'
OC-1	Destuffing of Cargo					2	1
OC-2	Restuffing of the cargo					2	1
OC-3	Transshipment of cargo from one container to another container.					1	1
OC-4	Unloading of the cargo from truck to ground (per Ton)					1	1
OC-5	Loading of the cargo from ground to truck. (per Ton)					1	1

Note : Please note that all rates for 20' and 22' containers will be same.

SIGNATURE OF TENDERER.....

ANNEXURE III
BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at C-3, CONCOR Bhawan, Opp. Apollo Hospital, Mathura Road, Sarita Vihar, New Delhi acting through Chief General Manager, with office at P-5, 5th.Floor, Ocean Plaza, Sector –18, Atta Market, Noida, having agreed to permit M/s.....
(Hereinafter called the said contractor) to undertake terminal handling and short distance transportation at ICD Kanpur on the terms and conditions of the agreement dated made between.....
and..... on production of a Bank Guarantee for Rs.....
(Rs..... only),
we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (an promise) to pay to Container Corporation of India Ltd. an amount not exceeding Rs..... against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd. by reason of any failure of the Terminal Operator to carry containers/cargo safely in contravention of the terms and conditions contained in the said agreement.

2. We....., Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, North Central Region, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd. by reason of any failure of the said Contractor's failure to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs.....

3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 7 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.
 - a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim

SIGNATURE OF TENDERER.....

shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.

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

4. We..... Bank, further agree with the Container Corporation of India Ltd. that the Container Corporation of India Ltd. shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of said handling and transport contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd. against the said handling contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Handling or for any abeyance, Act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd. in writing.

Date :

Officer's signature with Bank seal

SIGNATURE OF TENDERER.....

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ANNEXURE IV

AGREEMENT FOR ACTING AS HANDLING CONTRACTOR BY PROVIDING PROFESSIONAL SERVICES FOR TERMINAL HANDLING FOR INLAND CONTAINER DEPOT, KANPUR

Contract Agreement No :

Dt :

An agreement made this day of, Two thousand and six between Container Corporation of India limited, with Registered office at C-3, CONCOR Bhawan, Opp Apollo Hospital, Mathura Road, Sarita Vihar, New Delhi - 110 076 (A govt. of India Undertaking) represented herein by the Chief General Manager, North Central Region, Noida (hereinafter called CONCOR) of the one part AND M/s _____ (hereinafter called the "Contractor" which expression shall be deemed to include his/their respective heirs, executors, administration, legal representatives, successors and assignees) of the OTHER PART for the purpose of performing the work of Terminal Handling and Internal Transportation with or without cargo's within Inland Container Depot, Kanpur at the rates and under the conditions specified in the schedule annexed.

Whereas the contractor has agreed with CONCOR to perform all the operations set forth in the schedule here to annexed, upon the terms and conditions governing contract annexed.

In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said operations in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms and conditions of this contract w.e.f. upto and will observe, fulfil and honour all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agree that if the contractor observes and honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the contractor for the operations on the completion thereof, the amounts due in respect thereof at the rates specified in the schedule here to annexed.

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

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

SIGNATURE OF TENDERER.....

CONTRACTOR

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

WITNESS
(NAME, SIGNATURE
& ADDRESS)

WITNESS
(NAME, SIGNATURE
& ADDRESS)

1.

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2.

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1.

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2.

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

SIGNATURE OF TENDERER.....

ANNEXURE – V

PARTICULARS OF EQUIPMENTS OFFERED

S. No.	Number Given By RTO	Make & Model	Engine No.	Chassis No.	Capacity	Owned by tenderer or Attached	Current place of deployment

- Please enclose copy of registration book for each vehicle owned by tenderer in its name. For all other cases (including where vehicle is not owned by any partner/director of the Tenderer), an affidavit from the owner is required to be enclosed in addition to copy of RC Book.

Signature _____

Name of person signing _____

Tenderer's name _____

Seal _____

SIGNATURE OF TENDERER.....

ANNEXURE-VI

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

Mechanical handling of ISO containers.

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

(Authorised Signatory)

Name.....
& designation.....
Seal of company.

Note: In case of non-satisfactory working if penalty have been imposed on the contractor for unsatisfactory working or otherwise the Terminal Manager should furnish the details thereof and not to certify working as satisfactory.

SIGNATURE OF TENDERER.....

Annexure-VII

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

**Chief General Manager
North Central Region
Container Corporation of India Ltd.
P-5, 5th.Floor, Ocean Plaza,
Sector – 18, Atta Market,
NOIDA – 201301 (U.P).**

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

Signature of the authorized signatory.

With seal