



TENDER FOR CONTRACT FOR TERMINAL HANDLING OPERATIONS AND
SHORT DISTANCE TRANSPORTATION OF LOADED / EMPTY ISO & DSO
CONTAINERS AT DOMESTIC CONTAINER TERMINAL, OKHLA, NEW DELHI
(DCT / OKHLA)

COST OF DOCUMENT : Rs 2,000/- + 4% Sale Tax

**DATE OF SALE : 19.01.2006 TO 01.02.2006 FROM 10 :00 AM TO
04 : 00 PM ON ALL WORKING DAYS**

LAST DATE OF SUBMISSION : 02.02.2006 UPTO 15 : 00 HRS

DATE OF OPENING : 02.02.2006 AT 15 : 30 HRS

Pre-Bid Conference	25.01.2006 15:00 Hrs Venue: Office of CGM/NRO
Issue of Clarifications/modifications on the basis of Issues raised in Pre-Bid Conference	27.01.2006

THE TENDER DOCUMENT IS AVAILABLE IN PERSON OR BY POST AGAINST
PAYMENT BY D.D OF Rs 2,000/- + 4% Sales Tax .

THE TENDER DOCUMENT CAN BE COLLECTED FROM THE OFFICE OF CHIEF
GENERAL MANAGER/NORHERN REGION, INLAND CONTAINER DEPOT,
TUGHLAKABAD, NEW DELHI 110020.

CONCOR reserves the right to extend Price/Purchase Preference to a bidder who is also a Public Sector
Undertaking as per its extant provisions in this regard.

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/- + 4% sales tax by way of Demand Draft in favour of " Container
Corporation of India Ltd.," at the time of submission of tender.

**Chief General Manager
Northern Region , CONCOR.**



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



**Tender Document for Terminal Handling
Operations and Short Distance Transportation of
LOADED / EMPTY ISO / DSO Containers**

at

Domestic Container Terminal, Okhla, New Delhi.

2006

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CONTAINER CORPORATION OF INDIA LTD.

Chapter-1

Tender form

Price : Rs. 2000/- +4%sales tax

TENDER FOR CONTRACT FOR TERMINAL HANDLING OPERATIONS AND SHORT DISTANCE TRANSPORTATION OF LOADED / EMPTY ISO & DSO CONTAINERS AT DOMESTIC CONTAINER TERMINAL, OKHLA, NEW DELHI (DCT / OKHLA)

- 1. Serial number assigned to the Tender Form
- 2. Date of Issue
- 3. Name of the applicant to whom the Tender is issued
- 4. Full address of the applicant

Official seal

Full Signature of the official issuing the Tender form

Name in block letters:

Designation:

Important Dates & Time		
1.	Last Date for Sale of Tender Forms	01.02.2006
2.	Pre-Bid Conference	25.01.2006 15:00 Hrs Venue: Office of CGM/NRO
3.	Issue of Clarifications/modifications on the basis of Issues raised in Pre-Bid Conference	27.01.2006
4.	Last Date & Time for Receiving Bids	02.02.2006 at 15:00 Hrs
5.	Tender (Prequalification Bid) Opening Date & Time	02.02.2006 at 15:30 Hrs

NOTES/INSTRUCTIONS

- (i) The Tender Form is not transferable under any circumstances.
- (ii) All pages of the Tender document are required to be submitted intact in a sealed cover without tampering any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) All folios of the Tender Document shall be signed by the intending Tenderer or such person on his behalf and embossed with the official seal at the time of submission.
- (iv) Failure to comply with the conditions will render the Tender liable to be rejected.
- (v) The tender should contain all the information including details of present business contracts in hand, availability of equipment, financial standing (minimum turnover of Rs. 1.5 Crore p.a. during the preceding two years) or should have financial credibility as per Para 6 of Chapter 3, which would enable CONCOR to decide on credentials of the tenderer for performing/doing the job. Earnest money in the manner prescribed under Para 15 of Chapter 4 detailing terms and conditions governing the contract should be attached with the tender form and placed inside a sealed cover superscribed “ Tender for providing professional services for handling and Transportation of loaded / empty ISO / DSO Containers at DCT / OKHLA” and the cover addressed to the Chief General Manager, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi.
- (vi) Tenders containing omission 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.
- (vii) Rates for all the items of work described in the schedule of rates at Annexure – 1 must be quoted both in words as well as figures. In case of discrepancy between rates quoted in words and figures, the rates quoted in words will be taken to be correct. CONCOR will not consider tender form with incomplete filled schedules.
- (viii) Both the bids of the tender duly completed as per instructions in Chapter-3 must reach the designated office of Chief General Manager, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi, before 15:00 hours on 02.02.2006. The pre-qualification bids will be opened at same place at 15:30 hours on the same day. The tenderers or their authorised representatives may be present at the time of opening of the tenders, if they so desire.
- (ix) Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by telegram will not be considered.
- (x) The tenderers who are constituents of a Firm, Company, Association or Society must forward attested copies of the constitution of their concern power of attorney and partnership deed with their tender. The tender documents in such cases are to be signed by such person as may be legally competent to sign them on behalf of the Firm,

Company, Association or Society as the case may be. The tenders, which are not accompanied by the above documents, are liable to be rejected. CONCOR will not be bound by any power of attorney granted by the tenderer for changes in composition of the firm made subsequent to the execution of contract. CONCOR may, however, recognise such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor. The cancellation of any document such as power of attorney, partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents.

- (xi) The tenderer shall produce along with his tender, the copy of latest Income Tax return filed with Income Tax Authorities for FY 2004-05. Failure to submit the same will render his tender liable to rejection.
- (xii) The tenderer is advised, in his own interest, to visit the site of work for an adequately long time and acquaint himself with all local conditions and patterns of working.
- (xiii) The tenderer is further advised to carefully study the terms and conditions including Paragraphs pertaining to equipment requirement, time schedule for completion of various types of job orders, staff deployment, unsatisfactory working and various penalty clauses before quoting the rates.
- (xiv) CONCOR reserves rights to reject any or all tender forms without assigning any reason.
- (xv) CONCOR also reserves the right to award contract to more than one party in case it is not able to find a suitable party to do the job tendered for.
- (xvi) 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.
- (xvii) CONCOR reserves the right to re-tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer (L-1)
- (xviii) The tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.
- (xix) CONCOR reserves the right to pass over a tenderer who may be in the same line of business i.e. competing with CONCOR.
- (xx) CONCOR reserves the right to disqualify the tenderers black-listed by State/Central Govt. undertaking/Public Sector units.
- (xxi) CONCOR reserves the right to extend Price/Purchase Preference to a bidder who is also a Public Sector Undertaking as per its extant provisions in this regard.

CGM/CONCOR/Northern Region



CONTAINER CORPORATION OF INDIA LTD.

**Chapter-2
Tender letter**

Issued to

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

Dear Sir,

Sub: Tender for Terminal Handling Operations & Short Distance Transportation of loaded / empty ISO / DSO Containers at Domestic Container Terminal, Okhla, New Delhi (DCT / OKHLA).

1. Subject to the instructions and 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 DCT / OKHLA at the rates specified in the SOR (Annexure-I) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein
2. Following certificates/documents are enclosed herewith:
 - 2.1 Experience certificate showing the experience in the work tendered/trade for a minimum period of **three years**, and of handling at least **2,400 TEUs per annum** during any two of the preceding three years. The experience of current year i.e. FY 2005-06 can also be considered provided the minimum threshold volumes has been achieved till the date of submission of the experience certificate without any pro-rata adjustments.
 - 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 Photocopy of latest Income Tax return filed (the acknowledgement copy).
 - 2.4 Income and expenditure account and balance sheet (in case of partnership owned firm) for the last two preceding financial years duly certified by a chartered accountancy firm or audited annual report (in case of company) for last two financial years.

.....
Signature and Seal of the Tenderer



2.5 Details of equipment proposed to be deployed for said work along with the documents showing manufacturing year and proof of ownership/intention to lease/contract.

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

2.7 Organisation chart

3. A sum of Rs.3,00,000/- (Rupees Three lakhs only) towards earnest money in the form of pay order/demand draft no..... dated in favour of "CONTAINER CORPORATION OF INDIA LTD" , payable at New Delhi.

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

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

(a)

(b)

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

7. 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.

Yours faithfully,

Tenderer's address

Signature of Tenderer/s

.....

1.

.....

2.

Telegraph/Telex/fax/E-mail

Name, Signature and address of witnesses

.....

1.

.....

2.

.....
Signature and Seal of the Tenderer

CONTAINER CORPORATION OF INDIA LTD.

Chapter-3

Instructions for Submission of Tender

1. Preamble

The work tendered for includes handling and Transportation of loaded / empty ISO / DSO Containers at Domestic Container Terminal situated in Okhla Industrial Area Phase II (hereinafter referred to as DCT / OKHLA) as directed by Terminal Manager, DCT / OKHLA under the overall supervision of Chief General Manager, Northern Region, Tughlakabad which is under the management of Container Corporation of India Ltd., with Corporate Office at 'CONCOR Bhawan, C-3, Mathura Road (Opp. Apollo Hospital), New Delhi-110 076. The details of the work required to be done are described in 'Scope of Work' in Chapter- 4.

2. Bonafide Offers

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

- (a) having required previous experience as specified in Clause 5 below.
- (b) having sound financial standing as described in Para 6 below.
- (c) possessing requisite no. of equipment including Reach Stacker, other handling equipment & road trailers, as described in Chapter-4 on 'Scope of work' Clause No. 6.1 and terms and conditions, under ownership/leasing/contracting arrangements with proper AMC/suitable arrangements for maintenance. The tenderer must submit relevant documents in support of minimum ownership requirements for Reach stackers and trailers, as given in Clause 10 below, with the tender as otherwise the tender may be considered for rejection.
- (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

The Tender Document will consist of:

- a) Tender form
- b) Form of schedule of rates as Annexure I
- c) Instructions for submission of tender

- d) Tender letter.
- e) Scope of Work & Terms and Conditions governing the contract
- f) Draft Agreement Form as Annexure V and Draft Bank Guarantee Bond as Annexure II.
- g) Particulars of trailers / equipment as per Annexure IV
- h) Format of Daily Compliance report as Annexure VI
- i) Undertaking on non-modification as Annexure VII
- j) Experience Certificate as formatted in Annexure VIII

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

4. Submission of Tenders – Time Limit/Mode

4.1 The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and super scribed as ***“Prequalification Bid for the work: Handling & Transportation of empty/loaded DSO/ISO containers at DCT / OKHLA”***. This should contain the tender document, as mentioned in para 3 above except Annexure I (Schedule of Rates), 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 15 of Chapter – 4) and other documents listed below in Para 4.1.1 and elsewhere in this Chapter. The second part will consist of the financial bid as per Annexure I (Schedule of Rates) and should be submitted in a separately sealed envelope duly super scribed as ***“Financial Bid for the work: Handling & Transportation of empty/loaded DSO/ISO containers at DCT / OKHLA”***. Thereafter, these two envelopes should be put and sealed inside a big envelope to be duly super scribed as ***“Tender for container handling and transportation at DCT / OKHLA”***. Due date and time of submission should also be written on all the three envelopes along with full name and address of the bidder on the left hand side and addressed to the Chief General Manager, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi 110 020.

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 3,00,000 (Rupees Three Lakhs) towards Earnest Money Deposit.
- (c) Experience Certificates for prescribed volumes and years in original.

- (d) Documents' indicating ongoing contracts on hand along with the certificate of satisfactory performance from the Terminal Incharge, if any.
- (e) Documents indicating financial ability of the firm/company for undertaking the work tendered for.
- (f) Papers indicating constitution of the firm/s and the requisite Power/s of Attorney, if required.
- (g) Income & Expenditure accounts & balance sheets for last 3 years.
- (h) Statement of owned equipment with proof of ownership, registration certificates & year of manufacture.
- (i) This document with all pages intact except SOR duly signed and embossed with official seal.
- (j) Evidence of the authority of the person signing the tender documents to bind the tenderer to this proposal and any contract resulting therefrom.
- (k) Organisational Chart

4.1.2. The following documents shall be submitted in the financial bid.

'The schedule of rates given at Annexure-'I' 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, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi up to 15:00 hrs. positively on the due date for opening of tenders. Tenders received after this time will not be considered.
- 4.3 The tenders will be opened at CONCOR's office, located at the above address at 15:30 hrs. on the same date. Only the envelope containing the pre-qualification bids will be opened on the due date. If the day fall on holiday, the tender shall be opened on the next working day at same place and day.
- 4.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by Telegram/Fax/e-mail/Telex will not be considered. The Managing Director, CONCOR, reserves the right to extend the date of submission and opening of tender.
- 4.5 All rates shall be quoted only on the proper form (Annexure-I) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorised signatory as described in sub Paras below.
- 4.6 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-4 on "Scope of Work" and "Terms & Conditions". No request for change or variation in rates or terms and conditions of the contract

shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Handling and Transportation contract, or did not understand or did not have full knowledge of site conditions, method of working of DCT / OKHLA, 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.

- 4.7 Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut, written afresh, and the correction should be written afresh and signed in full by the tenderer or his authorised signatory. The total number of cutting on each page must be mentioned on the bottom of each page.
- 4.8 The tenderer will have to submit an analysis of rates, if called upon to do so by CONCOR.
- 4.9 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.
- 4.10 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 lower of the two rates quoted either in figures or 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.
- 4.11 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.12 Tenders containing erasures, omissions or alterations are liable to be rejected.

5. Previous Experience of Tenderer

The tenderer should be an established handling and transportation contracting firm/company with experience of handling containers through reach stackers/sling cranes and fork lifts. It should be in this business for a minimum period of three years having successfully handled at least 2,400 TEUs (Containers) per annum during any two of the preceding three years. The experience of current year i.e. FY 2005-06 can also be considered provided the minimum threshold volumes has been achieved till the date of submission of the experience certificate without any pro-rata adjustments. Original experience certificates (returnable) is to be submitted only by a new bidder along with its attested photocopy. In case of existing contractors, attested photocopies are acceptable. The experience certificates for the above prescribed volumes and years along with the original for verification of the same, as per Annexure VIII should be submitted. The original experience certificate will be returned to the tenderer after due verification.

6. Financial Credibility of the Firm

- 6.1 The tenderer should have achieved a minimum turn over of Rs. 1.36 Crore per annum in its business (in the same name in which he is submitting his offer) during the preceding two financial years.
- 6.2 The financial statements for the years 2003-04 & 2004-05 should be duly audited.
- 6.3 The tenderer must have a minimum net worth of Rs.55,00,000/- 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 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 & 7.5 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

8. Income-Tax Return

The tenderer shall produce along with the **Pre-Qualification Bid** a copy of the acknowledged copy of latest Income Tax Return for FY 2004-05, filed in the name of the firm/company which is applying for the contract. The return must have the firms PAN number mentioned on it clearly. Failure to submit the same will render his tender liable to rejection.

9. Study of Local Conditions & Pre-bid Conference

The tenderer is advised in his own interest to visit the site of the work for an adequate length of time and acquaint himself with all local conditions, means of access to the work, nature/pattern of work etc. Thereafter, he may attend pre-bid conference on specified date and time to seek clarifications, if any.

10. Equipments

10.1 The tenderer shall submit with his tender a list (including Make, type/model, year of manufacture) of Reach Stackers/Handling equipments which he has in hand (owned/contracted/leased) and those he intends to deploy at DCT / OKHLA for execution of the work. The minimum scale of equipment envisaged for the operation has been detailed vide Para 6.1 of Chapter - 4. The extent of ownership requirements is also given against each equipments and for which the tenderer is required to furnish documentary proof of ownership. The tenderer should also indicate arrangements proposed for dealing with breakdowns etc., so that the operation do not suffer.

10.2 All the equipments and vehicles deployed by the tenderers should be in good fettle and capable of handling all types of containers and cargo in accordance with DSO/ISO standards stipulated for container and cargo handling from time to time.

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

11. Validity of Offer

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 15 of Chapter – 4 shall be liable to be forfeited by CONCOR.

12. Acceptance of Tender

- 12.1 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.
- 12.2 CONCOR reserves the right to re-tender or modify the terms and conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer (i.e. L-1)
- 12.3 The tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.
- 12.4 Acceptance of tendered rates will be communicated by Cable/Telex/Telegram/Fax/e-mail/Express Letter or Formal Acceptance of tender. In case where acceptance is indicated by Cable/Telex/Telegram/Fax/e-mail or Express Letter, the Formal Acceptance of the tender will be forwarded to the contractor as soon as possible, but the Cable/Telex/Telegram/Fax/e-mail or Express Letter should be deemed to conclude the contract.
- 12.5 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.
- 12.6 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 12.7 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.
- 12.8 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.

13. Execution of Contract Document

- 13.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Northern Region, Container Corporation of India Ltd. Tughlakabad in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents within ten days of the date of issue of communication from the CONCOR's office and start the work within 20 days of the execution of contract. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender and full EMD will be forfeited.

- 13.2 Tenderer shall deposit requisite Security Deposit and Bank Guarantee as prescribed in the tender document towards fulfillment of terms and conditions of this contract within 7 days of the issuance of Letter of Intent (LOI).
- 13.3 The date of execution of the contract or signing of the agreement with the T.O. which has to be a date within 10 days of the date of award of the contract, shall be treated as the date of commencement of contract. In case, the Region wants, for any reason, that the contract should commence at a later date, then the date of commencement of the contract will be a date as indicated by the CGM, Northern Region. Alternatively, the date of takeover of work from the previous contractor shall also be treated as the date of commencement of the contract as per the direction of CONCOR.
- 13.4 The contractor has to start the work by deploying all the equipments simultaneously within 20 days of the date of execution of contract or on the date stipulated by CGM/NR, whichever is later. Failure to deploy all the equipments shall constitute a breach of the contract concluded by the acceptance of the tender.
- 13.5 The deployment of equipments after 20 days shall attract a penalty of Rs.15,000/- per day or part thereof for Loaded Reach Stacker, Rs.5,000/-, per day or part thereof for Empty Reach Stacker and Rs.3,000/- per day or part thereof per trailer, till the day of deployment of the equipments and trailers. If the deployment is delayed by more than 30 days of the execution of contract or on the date stipulated by CGM/NR, whichever is later, such failure shall be treated as breach of contract for which the Security Deposit and BG shall be forfeited.
- 13.6 The tenderer shall treat the contents of the tender documents as private and confidential.
- 13.7 The acceptance of a tender will rest with CONCOR which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received without reason.

14 Tenders downloaded through Web site of CONCOR

- 14.1 The bidders who are downloading the tender document from the CONCOR website **www.concorindia.com** and willing to participate in this tender must comply with the terms and conditions mentioned in the tender document and any changes/modifications made in the tender document will be liable for rejection.
- 14.2 Tenderers may download the tender document from our website and same may be submitted along with the cost of tender document by way of Demand Draft in favour of CONTAINER CORPORATION OF INDIA LIMITED at the time of submission of tender document. In case of non-submission of the cost of the tender document, as above, the tender shall be liable for rejection.



- 14.3 The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the tender terms and conditions.
- 14.4 The tenderer is also required to furnish a Bond as per format in Annex. VII. If at any stage, change/modification is noticed in the tender document, tenderer 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.

15. Postal Address for Communication

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

CHIEF GENERAL MANAGER

For and on behalf of Container Corporation of India Ltd.

CONTAINER CORPORATION OF INDIA LTD.

Chapter - 4

Scope of Work & Terms & Conditions governing the contract

1. Preamble

The Container Corporation of India Ltd. (CONCOR) undertakes the work of transportation of containerised traffic from place to place. CONCOR has a country wide network of Domestic & International terminals. Domestic Container Terminal (DCT / OKHLA) is served by Tughlakabad Railway yard and is located in Okhla Industrial Area Phase II. Through this terminal, CONCOR provides single window services to the shippers/consignors/ consignees of Delhi and surrounding states. CONCOR intends to appoint a contractor for Terminal Handling Operations at DCT / OKHLA, to be known as Terminal Operator (T.O.).

DCT / OKHLA is the biggest domestic container terminal in the country and is presently handling over 10,000 TEUs per month. The facility presently utilises an area of about 1,00,000 square meters (including 'main stacks', 'I side', '40 yard', 'New Yard', 'NME' and 'NMS'), most of which is paved with CC blocks and the rest of the area in use is to be paved in the near future. Further expansion project will take the total area to over 1,50,000 Sq. Meters which will be paved as and when required by CONCOR. Any reference to 'DCT', 'DCT / OKHLA', 'The Terminal' in this document, refers to the entire facility defined above and its contiguous expansions.

The scope of the present tender will cover container handling operations in the whole of this area as and when it is brought into use (which may be with or without CC block paving). The work will involve loading/unloading of loaded/empty containers from wagons, trailers as well as shifting of containers from one location to another within the terminal and also between DCT and other local container facilities such as ICD/Ballabgarh/Dadri etc. Some empty container handling work is also being done in this area using sling cranes. CONCOR reserves the right to bring this work into the purview of this contract or continue the same separately, at its discretion.

In the present pattern of work:

- 1) Trains are handled on two railway lines known as L1& L2 (likely to go to 4 lines on completion of development work in NMS area). Stacking of outward containers is done in the Main Stack/warehouse area. Stuffing/Destuffing activities are carried out in the NME area. Destuffing activities are also carried out in the 'I – Side' and 40' yard areas.
- 2) The stacking of loaded and empty containers is done upto three high i.e. Ground+2 high (other than Terminal destuffing stacks where containers are stacked upto two high i.e. Ground + 1 high and Terminal stuffing stacks where containers are stacked on Ground for stuffing). All the equipment should,

however, be fit for lifting/stacking loaded 40 Ton containers upto three high and empty container upto four high.

- 3) In case of the terminal stuffing and destuffing it is required to place 20'/22' loaded/empty containers at 90 degrees upto two high. As such, all loaded/empty cranes should be capable of lifting loaded/empty containers (upto 30T) at 90 degrees as and when required.

This pattern of operations is, however, subject to change depending on business and operational requirements. CONCOR welcomes any suggestions from the TO regarding changes in operating pattern for improved efficiency of operations. These will be implemented, at CONCOR's discretion, if found feasible from the overall operational as well as customer service point of view.

2. **Brief Description of Work**

The work to be undertaken by the TO would involve handling & transportation of inward/outward/transshipment containers (Loaded/Empty, DSO/ISO) including 20/22', 40' as well as new container types, if any, brought into use at DCT / OKHLA.

The main operational cycles are as follows:

2.1 **Inward Loaded Cycles**

2.1.1 **Terminal/Warehouse Destuffing**

Unloading loaded DSO/ISO containers from rail flat/wagons/trailer and stacking them in nominated Inward Destuffing area/warehouse. After destuffing, shifting empty container from Destuffing area/warehouse to Empty Stack/nominated stuffing area, if required, and/or placing on trailers for moving to nearby facilities etc. 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 **Factory Destuffing**

Unloading loaded DSO/ISO container from rail flat/wagon/trailer and stacking them in FDS stack, placing the loaded container on to trailer and after factory destuffing unloading the empty from trailer and placing in Empty Stack/nominated stuffing area. Direct unloading from flat to trailer may also be done in some cases. In general ISO containers may or may not return to DCT after destuffing. As such the last stage may not be required in case of some ISO cabotage containers. 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 Outward Loaded Cycle

2.2.1 Terminal/Warehouse Stuffing

Shifting empty container from Empty Stack/destuffing area to Stuffing area/warehouse if required, after stuffing, shifting loaded container to nominated Outward Loaded Stack and finally, loading outward container on to nominated rail flat/wagon/trailer. Direct loading from Stuffing Stacks/warehouse may also be done as and when required. 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.

2.2.2 Factory Stuffing

Loading empty container on trailer from Empty Stack/destuffing area and after factory stuffing, unloading stuffed container from trailer and placing it in Outward Loaded Stack, and finally loading on nominated rail flat/wagon/trailer. Direct loading from trailer to nominated rail flat/wagon/trailer may also be done as and when required. 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 Factory Stuffing after Factory De-stuffing

Unloading DSO/ISO loaded container from rail flat/wagon/trailer and stacking them in FDS stack, placing the loaded container on to trailer and after factory destuffing and stuffing unloading the loaded container from trailer and placing in nominated Outward Loaded Stack, and finally loading on nominated rail flat/wagon/trailer. Direct loading from trailer to flat may also be done in some cases. 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.

2.3 Empty Cycles

Other than empty movements already included as part of loaded cycles described above.

2.3.1 Inward Empty Cycle

Unloading empty container from rail flat/wagon/trailer and stacking it in empty stack.

2.3.2 Outward Empty Cycle

Lifting empty container from Empty Stack or trailer and placing on Rail flat/wagon/trailer.



2.4 Transhipment

2.4.1 Loaded Containers

Lifting loaded containers from rail flats/wagons/trailers and placing in nominated outward stack. Lifting of container from loaded stack and placing on rail flat/wagon/trailer. In some cases containers may be directly loaded from one flat/wagon/trailer to another, without being stacked. 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.

2.4.2 Empty Container

Lifting Empty containers from rail flats/wagons/trailers and placing in nominated outward stack. Lifting of container from empty stack and placing on rail flat/wagon/trailer. In some cases containers may be directly loaded from one flat/wagon/trailer to another, without being stacked. 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.

2.5 Weighment

2.5.1 Weighment at weighbridge installed within DCT premises from stack:

Lifting loaded container from stack, moving it to weighbridge for weighment and then moving and/or lifting to nominated stack/trailer and weighment of empty trailer.

2.5.2 Weighment at weighbridge installed within DCT premises from wagon/trailer:

Lifting loaded container from wagon/trailer, moving it to weighbridge for weighment and then moving and/or lifting to wagon/trailer and weighment of empty trailer.

2.5.3 Weighment at weighbridge outside DCT from Stack:

Lifting loaded container from stack, moving to weighbridge for weighment and then moving and/or lifting to nominated stack/wagon/trailer.

2.5.4 Weighment at weighbridge outside DCT from Wagon/Trailer:

lifting container from wagon/trailer, moving to weighbridge for weighment and then moving and/or lifting to nominated stack/wagon/trailer.

NOTE : No payment would be made for weighment done while transporting containers from rail side to stacks or vice versa, even if slight detour to trailer is caused.

2.6 Single Handling Cycles

Other than empty/loaded movements already included as part of loaded/empty cycles described above.

2.6.1 Single handling of loaded containers

Unloading loaded container from rail flat/wagon and stacking it in loaded stack either direct or through trailer or vice verse.

2.6.2 **Single handling of empty container**

Lifting empty container from Empty Stack/Rail flat/wagon and stacking it in the empty stack either direct or through trailer or vice verse.

2.7 **Road Transportation**

Road transportation of loaded/empty ISO/DSO containers between DCT / OKHLA and ICD/TKD, Ballabgarh, Dadri and CONCOR empty parks in the vicinity of ICD/TKD etc.

2.8 **Incidental Work**

2.8.1 In the course of terminal handling under any of the Clauses mentioned in sub-Paras 2.1 to 2.5, the contractor shall be required to perform all or any of the following general duties for which no separate payment will be made.

- a) Moving/shifting of loaded and/or empty containers from one-point to another within container terminal as deemed necessary for convenience of handling traffic/facilitating terminal/warehouse destuffing/stuffing of cargo, container repair, washing/cleaning etc..
- b) Handling of containers in the manner required by **CONCOR** whenever joint check is warranted due to defective seals etc.
- c) Shifting/adjustment of containers loaded on railway flats face to face wherever necessary as directed by **CONCOR**. Locking/unlocking of twist locks of railway flats at the time of loading/unloading of containers.
- d) Closing & locking of doors while shifting/stacking empty containers.
- e) Use of slings for handling damaged/defective containers/wagons etc..
- f) Regular recording of container movement & weight on data capture sheets. Data will be captured as per format given by TM/DCT and will be submitted every 4 hours (or as per schedule laid down by TM/DCT from time to time) for updation of the data in the system

The T.O. would also have to carry out data capture activity through Hand Held Computer terminals (HHT's) linked to the terminal management system (DTMS). The TO will have to provide staff qualified and trained for capturing information on HHT's.
- g) Weighment done while transporting containers from rail side to stacks or vice versa, even if slight detour to trailer is caused.
- h) Ancillary works related to above.
- i) Daily compliance report to be submitted TM/DCT on the following day.

3. Volume of Work

3.1 No definite quantum of work can be guaranteed. However, current handling at the terminal is over 10,000 TEUs per month and it is expected to grow at about 15 - 20 % per annum.

EXPECTED AVERAGE ANNUAL VOLUMES UNDER THIS TENDER

	ISO/DSO CONTAINERS (TEUs)
Loaded/Inward	55,000
Terminal Destuffing	24,000
Factory Destuffing	31,000
Loaded outward	30,000
Terminal Stuffing	20,000
Factory Stuffing	10,000
Empty Inward	13,000
Empty Outward	20,000
Loaded Transshipment	15,000

The financial, implications of the bids will be worked out the basis of above traffic figures. It should, however, be understood that this estimation of traffic is without prejudice and without commitment of part of **CONCOR** as to any specific quantity. The figure can fluctuate depending upon traffic offering and no claim for any compensation arising out of such fluctuation in volume of traffic will be entertained.

3.2 CONCOR proposes to allow for variations in growth rates by calling for additional equipment only when the threshold levels laid down in Para 6.2 are actually reached. However, the actual volume of traffic is likely to fluctuate (increase or decrease) with market fluctuations and the Tenderers should note that no changes in the rates tendered and accepted nor any claim for compensation arising directly or indirectly out of such fluctuations in volume of traffic to be handled during the currency of the contract shall be entertained.

3.3 The description of work given in the schedule of operations or in these terms and conditions shall not be a cause of any dispute about the rates of the contract or nature and extent of Operations. The nature and extent of the work is and shall remain subject to variations and adjustments depending upon the actual requirement. The description of work is only illustrative and not exhaustive.

3.4 The tenderers should inspect the site of work at the terminal, for a sufficient length of time, to satisfy themselves regarding local conditions, nature and volume of traffic and work involved to enable them to quote their rates. Every possible fluctuations in the rate of labor, material, and general commodities and other possibilities of each and every kind should be considered before quoting the rates. No claims for enhancement of rates during the currency of the contract shall be entertained by **CONCOR** except as provided for in Para 24: Price revision Clause.

4. Additional or Extra Services

4.1 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 the contract. The contractor may also be asked to provide 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 negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of Managing Director, **CONCOR or any official nominated by him**, will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contractor to refuse to carry out or render such services.

4.2 Deriving of rates for extra services/substituted items:

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

- i) 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.
- ii) 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) near-by would be applicable.
- iii) 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.

4.3 The decision of the Managing Director, CONCOR or any official (not lower than CGM/NR) with respect to the rates for extra/substituted items of work will be final and binding.

5. Time for Compliance of Train Handling & Other Job Orders

5.1 The permissible time for train handling will be as follows:

- i) Upto 35 wagons (unloading plus back loading): within 2 hrs. 30 minutes from time of job order for single operation (either unloading or back loading) and 4 hrs. for double operations (both unloading plus loading).
- ii) Above 35 wagons full rakes i.e. upto 45 wagons (unloading plus back loading): within 3 hrs. from time of job order for single operation (either unloading or back loading) and 5 hrs. for double operations (both unloading plus loading).
- iii) Job orders for both the lines may normally be issued simultaneously, except between 2200 hrs. and 0400 hrs. If the situation so warrants, in exceptional cases such as dense fog or other similar cases, the TM/DCT may dispense with simultaneous job orders, subject to recording reasons in writing. Job orders for train handling will normally not be issued for more than two lines at a time.
- iv) Time for completion of unloading job orders shall be taken as the time when all containers have been unloaded to specified stacks. Time for completion of loading job orders shall be taken as the time when all containers are loaded properly with locking arrangements as per the loading list provided to the satisfaction of CONCOR officials.

- v) In case of job orders not being completed within the period specified above, a wagon detention charge for the entire rake @Rs.120 per flat wagon per hour or part thereof or wagon detention charges payable to Railways whichever is higher. Same rate is to be taken for detention of CONCOR wagons also. CONCOR shall not be liable to give prior notice to the terminal operator in respect of number of flats/wagons to be placed for handling. The Terminal Operator must keep himself informed of the status of placement of Railways flat/wagons for unloading/loading or otherwise.
 - vi) Placement of empty container for stuffing at warehouse and removal of stuffed containers from warehouse to be done as per time specified by the TM/DCT. In case of failure, CONCOR will levy penalty upto a maximum of Rs.1000/- per incident as per discretion of the TM/DCT.
 - vii) CGM/NR, CONCOR shall be empowered to consider waiver in part or in full at his sole discretion on merit and as per his own delegated powers in this regard. Waiver of penalty will not be as a matter or right to the Terminal Operator and CONCOR is free to accept or reject any waiver request and no further claims or compensation would be entertained in this regard. However, the TO can file appeal for waiver which will be dealt strictly as per the prevailing Delegation of Power (DOP) of CONCOR.
- 5.2 The work of dressing of TDS/TS stacks shall be done on a daily basis and completed by 6:00 hours or as per schedule laid down by TM/DCT from time to time. This shall include:
- i. The shifting of outward sealed containers, as per sealing list, out of terminal stuffing stacks to nominated outward stacks
 - ii. Shifting of empty containers, as per TDS list, out of the TDS stack and into the terminal stuffing stacks/empty stacks as per requirement given by TM/DCT from time to time or shifting of empty containers from empty stacks to TS stacks as required.
 - iii. Dressing of stacks as per standing orders issued by TM/DCT from time to time.
 - iv. Any other scheduled movement as laid down by TM/DCT from time to time.
- 5.3 FDS/FS: Work of unloading/loading containers from/to road trailers for FDS/FS is required to be done between 22:00 to 4:00 hours every day, or such schedule as may be specified by TM/DCT from time to time. Some containers are also received at other times in the day. All the containers are to be unloaded/loaded within 60 minutes of the entry of the trailer into DCT.
- 5.4 In case of job orders for internal shifting of containers from one location to another within DCT (including weighment on weigh-bridge inside DCT) and shifting to ICD/TKD or nearby facility the time allowed for compliance will be as laid down by TM/DCT from time to time.
- 5.5 Deployment of equipment for different activities will be as directed by CONCOR.

6. Minimum Equipment Requirements to be provided by Contractor

6.1 For terminal handling operations, the terminal operator must provide at least.

- a) Four (4) Reach Stackers capable of lifting/handling loaded DSO/ISO containers (20'/22'/40') of upto 40 T and stacking them upto three high (Ground+2 high) and at 90 degrees. At least 2 (two) of them should be owned by the tenderer or any directors/partners of the firm. The remaining may be leased. All Reach Stackers should be of year of manufacture 1999 or later.
- b) One (1) Reach Stacker capable of handling empty DSO/ISO containers and stacking them upto four high (Ground+3 high). Alternatively, One empty FLT (15T) to handle and stack empty containers upto four high(Ground+3high). This should be of year of manufacture 1999 or later and it may be leased.
- c) Eight (8) trailers of which at least four (4) shall be capable of carrying one loaded 40' container or two 20' containers or one 22' container + one 20' container. The remaining trailers should be capable of carrying one loaded 20'/22' container. Atleast 25% of them should be owned by tenderer or any director of the firm (copy of RC book is to be submitted in support). The remaining may be leased. All trailers should be of year of manufacture 1999 or later.
- d) All trailers deployed in DCT should be painted bright Yellow and carry serial numbers (DCT1, DCT2 . . . DCT8) on all the four sides of the cab. The digits should be big enough to be clearly readable from a distance of 100 meters.
- e) The equipment required to be owned by the tenderer must be in their physical possession and ownership as on last date of submission of bid and that CONCOR entertains proforma invoice also. The same should be available for deployment under the contract.
- f) In case of requirement, CONCOR may seek clarifications regarding equipments & its ownership from the concerned individuals/institutions etc.,

6.2 The minimum requirement of equipment has been given on the basis of the existing volume of work and will be revised on the basis of the actual traffic. At any time when the handling exceeds 14,000 TEUs per month in three consecutive calendar months, CONCOR will have the option to ask the contractor to provide additional equipment as required, at its discretion. Further, additional equipment will be required by CONCOR as and when the handling exceeds 17,000 TEUs p.m. and then for every additional 3,000 TEUs. The contractor will be required to provide the additional equipment within a period of two months from the date of the requirement being given to the contractor in writing. In the eventuality of the contractor failing to provide the additional equipment within the stipulated period, CONCOR will be free to procure the same from any other party/provide own equipment, at risk and cost of the TO.

7. Machine availability and Time for cooling/maintenance

7.1 The contractor is required to put in place a system of preventive maintenance of equipment to avoid breakdowns of equipment.



- 7.2 Three breaks of one hour each shall be allowed in a day as cooling time for all equipment, including trailers. This time shall also be used for shift changing/meals/fueling etc. These breaks shall be taken in a staggered fashion so as not to effect train handling work.
- 7.3 One shift per week shall be allowed for scheduled maintenance as per operational convenience.
- 7.4 In case of the trailer/equipment availability falling below the minimum level given above due to any reason, CONCOR shall be free to obtain necessary equipment from the market at the contractor’s risk and cost at any time, in addition to imposition of penalties as laid down in the Clauses pertaining to Unsatisfactory Working.

8. Provision of Handling Equipment

- 8.1 The contractor shall ensure that he deploys the specified/required serviceable machinery and plant including handling equipment at the Container Terminal for execution of the proposed work. The contractor should also make necessary arrangements for servicing the equipment/vehicles and dealing with breakdowns etc..
- 8.2 All equipment shall be in good fettle and capable of handling ISO/DSO containers in accordance with relevant standards stipulated for container handling.
- 8.3 All mobile equipment should be rubber tyred.
- 8.4 Equipment utilizing internal-combustion-engine shall not emit undue smoke or noise and all of them shall conform to pollution control standards.
- 8.5 The Terminal Operator shall, before commencement of operation, submit original registration papers/manufacturers documents and get all equipment inspected at the Domestic Container Terminal by the **CONCOR** official Incharge of the Container Terminal. In case any particular equipment is not found to be 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**.

In case any other equipment is inducted at the terminal subsequently, the same shall also be got inspected and documents submitted as above.

- 8.6 The Terminal Operator shall obtain the required license for operation of the vehicles and equipment at DCT / OKHLA 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.
- 8.7 The successful tenderer shall make arrangements for positioning of adequate equipment and trained personnel before the commencement of operations as per the contract.
- 8.8 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. as well as employees or workers engaged by him. No claim in this behalf shall be entertained by **CONCOR**.

.....
Signature and Seal of the Tenderer



- 8.9 Specified area will be given for repair/maintenance and no other area to be used for this work.
- 8.10 No compensation will be paid for non use or detention of equipments or vehicles.
- 8.11 Insuring all the equipments (including trailers) will be the responsibility of the contractor.
- 8.12 Equipment/vehicles deployed are not to be used for any other purpose without the written permission of the Terminal Manager. Any violation may lead to levy of penalty upto Rs. 10,000 in each case, as per the discretion of Terminal Incharge.

9. Provision of Vehicles

- 9.1 Road vehicles for terminal transportation of 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.
- 9.2 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” relevant 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.”

Length of the chassis should be suitable for carrying one 20/22 ft container (in case of 20 foot trailers)

Or

One 40 ft container or two 20ft containers or one 20ft and one 22ft container (in case of 40 foot trailers).

The container shall not project beyond the front or rear of the chassis.

- 9.3 The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate. They should be maintained as required by laws of the land from time to time.
- 9.4 The road vehicles shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, etc. and the transporter shall have to comply with all such requirements as may be necessary in this regard.
- 9.5 The contractor should have required registrations and licenses for the operations of the vehicles in DCT, 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 dealing with various aspects of law of the land.



9.6 The vehicles engaged by the contractor shall be painted according to the specifications, design, color scheme, requirement etc as desired by CONCOR from time to time.

9.7 All vehicles shall be comprehensively insured by the contractor at his own cost.

10. Provision of staff

10.1 The contractor shall provide adequate number of trained supervisor staff and other employees at all the operational points to ensure proper handling and movement of containers and performance of incidental services with utmost expedition. Minimum requirement of staff is as follows:-

- One manager shall be deployed at DCT to monitor overall working of staff, equipment and maintenance work.
- One yard supervisor shall be available in shifts, round the clock, to maintain liaison with CONCOR coordinators as well as to coordinate the work of all the equipment.
- Minimum complement of staff available with each reach stacker/crane at any time shall be one operator, one supervisor and one helper (or such additional staff as notified by TM/DCT from time to time). They will be deployed in shifts.
- One driver + one helper with each trailer round the clock in shifts.
- Staff in all shifts to prepare Data Capture Sheets as per the direction of TM/DCT.
- In case of staff deployed in shifts, the roster will be as laid down in the relevant labour laws. The shift duration shall, however, not exceed 12 hours. The same person cannot be deployed in two consecutive shifts.

The staff deployment roster will be got countersigned on daily basis from the official nominated for the purpose by TM/DCT.

10.2 The contractor shall provide, at his own cost, all employees with necessary tools, instruments, equipment, uniform, safety jacket, safety shoes, helmet etc., for the effective and efficient discharge of the work contemplated in the contract.

10.3 The contractor shall provide at his own cost all the labourers and employees with laminated Identity Cards with photograph and distinctive name badges, which they shall display on their person to distinguish them from unauthorized persons.

10.4 The 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 character has been verified by Police. He shall on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.

10.5 The official incharge of Domestic Container Terminal shall be at liberty to object to and require the contractor to remove forthwith from the Terminal any person

employed by the contractor if, in the opinion of official incharge of Container Terminal, such a person is disobedient/insubordinate/misconduct himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable. Such a person shall not be again deployed by Contractor at the Terminal without the written permission of official incharge of the Terminal. Any person so removed shall be replaced by a competent substitute. The decision of official incharge of the Terminal shall be final and shall not be questioned on any ground whatsoever.

11. Conditions for Handling & Transportation of Containers

- 11.1 The contractor shall exercise all care and precaution while handling containers to avoid any damage or loss to the container or cargo at any stage. The contractor shall be responsible for safety of the containers and cargo while in his custody failing which CONCOR shall be at liberty to invoke the bank guarantee furnished by the contractor. In case any container appears to have seals tampered of cargo damaged/pilfered, the same shall be brought to the notice of TM/DCT immediately and further action taken as per his instructions.
- 11.2 The contractor shall abide by all the rules and procedures including all the directions and instructions given by CONCOR through TM/DCT which are not inconsistent with terms and conditions of the contract. The decision of the TM/DCT shall be final in the matters or proper performance of the operations.
- 11.3 To ensure safe operations:
The correct positioning of all securing devices shall be checked before placing containers on to or removing them from carrying vehicles/wagons. Any intermediate securing devices shall be retracted or removed; and after the container is placed the securing of the container shall be checked.
- 11.4 In case of contractor's equipment getting damaged whether by way of accident or due to any other reason whatsoever, it shall be his responsibility to get the same repaired at his cost and expenses, and CONCOR shall not be liable either for the expenditure incurred by him on the repairs and/or on replacement of spare parts of such equipment or in any other manner whatsoever.

12. Right to temporarily suspend the work

Notwithstanding anything contained herein above, due to reasons beyond the control of CONCOR e.g. riots, violence, calamities, fires, strikes, by employees, lock outs, failure of electricity/machinery non availability or inadequate availability of containers/cargo, CONCOR shall have the absolute right to suspend handing/transportation on any day or number of days. In such a case, the contractor shall have no right to claim from CONCOR any compensation damage, loss etc. whatsoever in connection with the suspension of work.

13. Unsatisfactory Performance & Consequences thereof

13.1 Following shall constitute unsatisfactory performance under the agreement and penalty for the same will be imposed on each occasion as given below:

	Item	Penalty
i)	Failure to complete train loading job orders within time specified in Para 5.1	As laid down in the Clause regarding penalties in Para 5.1
ii)	Failure to complete daily yard dressing work as laid down in Para 5.2.	Upto Rs 200 per TEU, at the discretion of TM/DCT.
iii)	Failure to unload/load FDS/FS/other containers within time specified in Para 5.3.	Upto Rs 100 per TEU per block of 6 hrs after stipulated 60 minutes, no discretion of TM/DCT unless there are emergent circumstances or situations where all cranes/reach stackers are to be deployed else where on a special mission.
iv)	Failure to complete shifting job orders as laid down in Paras 5.4.	Upto Rs 10,000 on each occasion, at the discretion of TM/DCT.
v)	Failure to maintain minimum availability of equipment as laid down in Para Error! Reference source not found..	Upto Rs 10,000 per day, at the discretion of TM/DCT.
vi)	Failure to submit complete & correct data capture sheets as per schedule laid down & make timely entries in HHT's as laid down in Para 2.8.1 (f)	Upto Rs 10,000 on each occasion / failure, at the discretion of TM/DCT.
vii)	Deployment of equipment/trailers by the operator for handling and carrying containers for any other purpose or for carrying any other materials except with the prior written permission of CONCOR as laid down in para 8.12.	Upto Rs 10,000 in each case, at the discretion of TM/DCT.
viii)	Failure to deploy adequate staff as required by CONCOR to ensure safe & efficient operations, as per para 10.1.	Upto Rs 10,000 in each case, at the discretion of TM/DCT.
ix)	Damage to container during the course of handling/transportation by Terminal Operator	He shall be liable to repair it to the satisfaction of CONCOR and the owners of the container. In case CONCOR gets the container repaired, the repair charges (in full) will be deducted from his monthly handling bill
x)	Damage to Cargo during the course of handling/transportation by Terminal Operator.	He shall be liable to pay the cost of the damages/claims incurred by CONCOR.
xi)	Failure to report the Daily compliance report to TM as per para 2.8.1(h).	Upto Rs 1,000 on each occasion, at the discretion of TM/DCT

- 13.2 In addition, in case of unsatisfactory performance, CONCOR also reserves the right to get the work done by any third party at the risk and cost of the contractor.
- 13.3 The contractor will submit a daily report of equipment (including trailers) availability, JOs issued and compliance with reasons for shortfall, if any (format at Annexure ‘VI’) for verification. The report shall be submitted to the official nominated for the purpose by CONCOR by 10:00 hours and a copy of the final corrected & verified report shall be returned to the contractor by 12:00 hours the same day. Decision of officer incharge of DCT / OKHLA in regard to level of compliance/shortfall shall be final and binding.
- 13.4 The Terminal Operator shall be responsible for any delay caused to railway property/equipments due to insufficiency or failure of handling equipment, insufficiency or dishonesty of labourers or other person employed by him or for any other cause whatsoever and shall be liable to pay any demurrage/detention charges accruing on this account.
- 13.5 In case of repeated instances of unsatisfactory working, in addition to the levy of penal charges as laid down in Para 13.1 above, CONCOR reserves the right to take any other action including termination of the contract as given in Clause 33.2. 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 by making alternative arrangements 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.
- 13.6 If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the contractor 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.
- 13.7 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 for from his security deposit referred to in this agreement.
- 13.8 The contractor shall be liable to be fined upto Rs. 10,000/- (Rupees Ten thousand only) on each occasion at the sole discretion of the officials of CONCOR for any lapses, misconduct on part of his employees, servants or workers in day to day operations and such fines will be recoverable from the handling bills.

13.9 Notwithstanding anything contained herein above, due to reasons beyond control of TO, Chief General Manager/NR , CONCOR is empowered to consider waiver of above penalties either in part or full at his sole discretion.

14. Period of Contract

14.1 At the initial stage, the contract shall be awarded for a minimum period of three years with an option of extension for another one year on mutually acceptable terms and conditions. Extension of the contract, if any, shall be given strictly at the sole discretion of **CONCOR** management.

14.2 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 finalised, whichever is earlier.

15. Earnest Money

15.1 The tenderer will be required to deposit a sum of Rs 3,00,000 (Rs. Three lakhs 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.

15.2 The Deposit as referred to under Para 15.1 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.

15.3 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.

15.4 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.

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

15.6 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in Para 16.1 hereof. Subject to the condition stipulated in Para 15.1 above, the earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalised.

15.7 Should a person, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement and take up the contract within 10 days of the date of communication of acceptance of his tender in his favour, the Earnest money deposit mentioned above, will be forfeited in full by CONCOR without prejudice to any further rights of remedies in this regard for breach of contract

16. Security Deposit

16.1 The successful tenderer whose rates are finally accepted must deposit as Security Deposit for successful performance under the contract, a sum of Rs 25,00,000/- (Rs. Twenty Five lakhs only) within 10 days from the date of the communication of award of contract of tenders and execute an agreement in the prescribed form.

The EMD amount shall be adjusted against this and the balance amount must be paid by pay order or DD in favour of “Container Corporation of India Ltd. New Delhi” within the time limit specified above. If he declines or fails to remit the additional amount towards Security Deposit, the entire amount of EMD adjusted towards Security Deposit will be forfeited.

16.2 The date of signing of agreement, or take over of work from the previous contractor, will be treated as the date of commencement of contract.

16.3 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.

16.4 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.

16.5 The Security Deposit shall, subject to any deduction that may be made therefrom, be returned to contractor within four calendar months after completion of contract and on issuance of “NO DUES CERTIFICATE” by the TM/DCT. However, even if there is any delay the Contractor will not be entitled to any interest.

16.6 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.

16.7 No interest will be payable on Security Deposit.

16.8 CGM/NR/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 16.1.

17. Bank Guarantee Bond

- 17.1 The successful tenderers will also be required to furnish a Bank Guarantee of Rs.25,00,000/- (Rupees twenty five lakhs only) within 10 days of the date of award letter in the format prescribed for covering any loss/damage suffered by containers or cargo in CONCOR custody due to any failure on part of contractor to handle / 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 proforma at Annexure – II valid for four months beyond the expiry of the contract.
- 17.2 Alternatively, in place of Para no.16 & 17.1, the successful tenderers may also furnish a Bank Guarantee of Rs.50,00,000/- (Rupees fifty lakhs only) within 10 days of the date of award letter in the format prescribed. The bank guarantee is required to be furnished from a schedule bank as per proforma at Annexure – II valid for four months beyond the expiry of the contract. In this case, all the terms mentioned in para no.16 & 17.1 shall be applicable.

18. Liability for Labour Law

- 18.1 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 with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor. He shall specifically ensure compliance with all Laws/Acts and their enactments/amendments including:-
- The Payment of Wages Act, 1936
 - The Factory Act, 1948
 - The Workmen’s Compensation, 1923
 - The Employees Provident Fund Act, 1952 & Miscellaneous Pensions Act, 1952
 - The Contract Labour (Regulation and Abolition) Act, 1970
 - The Payment of Bonus Act, 1965
 - The Payment of Gratuity Act, 1972
 - The Equal Remuneration Act., 1976
 - The Employees State Insurance Act, 1948
 - The Industrial Disputes Act, 1947.
 - The Employment of Children Act, 1938
 - The Motor Vehicles Act, 1988 with GSRM. 728 E Dt. 18.10.96.
 - The Hours of Employment Regulations
 - Regulation of Employment and Welfare Act, 1969
 - Minimum Wages Act, 1952
 - Any other State laws as applicable.
- 18.2 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.
- 18.3 The Contract Labour (Regulation & 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.
- 18.4 The Contractor shall pay to the labour employed by him wages as per provisions of the aforesaid Act and the Rules, wherever applicable.
- 18.5 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.
- 18.6 The contractor shall not employ any person/labour below the age of 15 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 Employment of Children Act XXVI of 1938 or any reenactment or modification of the same.
- 18.7 The contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of the work under his contract unless a Medical Certificate of fitness in the prescribed form granted to him by a surgeon certifying that he is fit to work as an adult is obtained and kept in his custody or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate.
- 18.8 COMPLIANCE OF PAYMENT OF WAGES ACT 1936
- 18.8.1 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 thereunder 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.

18.8.2 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.

18.8.3 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.

18.8.4 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.

18.9 CLAIMS UNDER WORKMEN’S COMPENSATION ACT 1923

18.9.1 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.

18.10 HOURS OF EMPLOYMENT REGULATIONS

18.10.1 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.

18.10.2 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.

18.11 MISCELLANEOUS

.....
Signature and Seal of the Tenderer



- 18.11.1 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.
- 18.11.2 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.
- 18.11.3 It will be the responsibility of the respective contractors to obtain separate code (identification number) for deposit of PF/ESI dues, if applicable, with the concerned PF/ESI authority directly. The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when relevant challans, PF/ESI Registration/Code No. along with photocopies of attendance and payment registers are provided, as per the provisions of The Employees' Provident Fund & miscellaneous pensions Act, 1952 and The Employees State Insurance Act, 1948.
- 18.11.4 The Contractor shall also comply with all laws, rules and regulations of Central / State Government and local Municipal Corporation and other government bodies with regard to road vehicles / handling equipment / any other area. The contractor shall ensure that he has obtained required licenses for operation of vehicles and equipment from the authorities concerned and ensure that these are operated by experienced and qualified staff, as per requirement of local transport and other authorities and laws. He shall indemnify CONCOR against any infringement of such laws, rules and regulations.
- 18.11.5 Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the TO shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or CONCOR as and when required.

19. Responsibility for Loss or Damage to Container/Cargo

- 19.1 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.
- 19.2 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 contract to be off against such claims. It is advisable for TO to take a suitable insurance policy for transportation and terminal handling of cargo/containers, and also for allied

activities/risks, if any. This is in the interest of the TO to cover himself from risks involved in Handling and Transportation of cargo/containers. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract. CONCOR, however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the TO from TO's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by TO or not.

20. Illegal Gratification

- 20.1 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 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.
- 20.2 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.

21. 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.

22. 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.

23. Payments

- 23.1 For doing the work indicated in Paras 2.1 to 2.8, the handling contractor will be paid according to the Schedule of rates and the explanatory notes attached thereto as Annexure I.
- 23.2 Payment under various items of the Schedule of rates will be due only on completion of the respective operations.
- 23.3 The rates given in the Schedule of Rates will be binding on both the parties and no change in the rates will be permissible during currency of the contract except the conditions as laid down in Para 24 below. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of labour, material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained.
- 23.4 In case of provision of extra/additional services, not specifically provided for in the contract, payment will be made at rates decided as given in Para 4.
- 23.5 Subject to any deductions which CONCOR will be authorised 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 DCT / OKHLA. 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 neither entitle the Terminal Operator to claim interest nor terminate contract. The contractor should also be required to submit copies of proof of payment of **ESI/PF** in respect of the staff employed by him.*
- 23.6 A claim for services rendered under this contract shall be made by the contractor to CONCOR within three months of such services being rendered. If he does not prefer the 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.
- 23.7 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 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.
- 23.8 Payments 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.
- 23.9 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.



23.10 Service Tax as applicable will be reimbursed to the contractor on submission of detailed workings. The contractor after payment of the Service Tax to the concerned authorities shall submit the challan to the terminal on a month to month basis.

24. Price Revision Clause

24.1 The contract prices shall remain firm throughout the contract period except for variation in diesel (HSD) prices. CONCOR will increase or decrease the rates at six monthly frequency @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any govt. notification etc. duly supported by documentary evidence.

24.2 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 for a period of two (2) years on, say, 16th December 2005, there will be three rate revisions due during two (2) years period. 1st rate revision would be due w.e.f. 1st July, 2006, 2nd w.e.f. 1st January 2007, and 3rd w.e.f. 1st July, 2007. However, for the calculation of escalation purpose, the rates prevailing on 1st of the month following completion of initial five months of contract (as applicable in city of contract) shall be considered.

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

(a) For 1st rate revision

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

where,

P0 = HSD price on 1st of the month following completion of initial five months of contract (as applicable in city of contract); and

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

(b) For subsequent six monthly rate revisions

$$\% \text{ change in contract rates} = P2 = (P3 - P1) / P1 \times 100 \times 30 / 100$$

where,

P3 = HSD price six months after P1 (as applicable in city of contract) ; and

P1 = HSD price on the date of last escalation (in the city of contract)

Illustration :

Suppose the HSD price on the date of submission of the tender mentioned in para 2 above was Rs. 22.20 per litre and it is Rs. 25.20 per litre on 1st June, 2006. According to the formula, % age increase in contract rates will be as under:

(a) For 1st rate revision (w.e.f. 01.07.2006)

$$= (P_0 - P_B) / P_B \times 100 \times 30 / 100$$
$$= (25.20 - 22.20) / 22.20 \times 100 \times 30 / 100$$

= 4.05% i.e. an increase of 4.05% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

(b) For second six monthly rate revisions w.e.f. 1st January, 2007, let the HSD price as on 01.12.2006 be Rs.22.12 per litre. Then, in this case:

$$= (P_3 - P_1) / P_1 \times 100 \times 30 / 100$$
$$= (22.12 - 22.20) / 22.20 \times 100 \times 30 / 100$$

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

24.4 The revision on the basis of above principle will remain valid for the original period of contract i.e. 2 years, as per provisions of tender. In case CONCOR management decides to extend the original contract period by the one or two more years, CONCOR may negotiate the prices with the TO depending upon market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have a 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 finalise alternative arrangements. In case extension is agreed to, the same rate revision clause will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16th December, 2007 and the reference base price of HSD (PB) for further extended period shall be 16.12.2007 and relevant contract rates shall be the negotiated rates arrived at for extended period.

25. Arbitration

25.1 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. However, such CONCOR employee shall be excluded who has earlier also handled/dealt with the case to become the Arbitrator and only such CONCOR employee who has not dealt with the case earlier will be eligible to serve as Arbitrator.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 25.8 The venue of arbitration be such place as may be fixed by the Arbitrator in his sole discretion.
- 25.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 25.10 No disputes shall be entertained after the contractor has been paid his security deposit and has been returned his Bank guarantee by CONCOR after the end of the contract .
- 25.11 The cost of the arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator
- 25.12 In the event of dispute or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises, the above stipulations shall not apply. This will be resolved as per provisions and guidelines of BPE, GOI applicable as on date.

26. Deduction towards Income tax and any other levy etc at source and payment of Service Tax & Cess Etc.,

26.1 DEDUCTION TOWARDS INCOME TAX OR ANY OTHER LEVY ETC. AT SOURCE

Deduction of Income Tax or other levies at source, wherever due or any other tax/levy imposed by the Govt. will be made from the moneys payable to the



contractor on the bills for work done in accordance with provisions of laws or any statutory modifications of the said laws applicable from time to time.

26.2 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.

27. **Right to terminate the agreement in case of insolvency/conviction**

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 claiming damage or compensation on this account.

28. **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.

29. **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 authorised 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 authorised 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.

30. **Working Hours**

DCT / OKHLA functions round the clock for rail/road handling purposes as well as containers stuffing/destuffing. The working hours for the purpose of loading/unloading onto/from railway flats/wagons/road trailers/EMPTY and EMPTY stacks etc. of containers shall be from 00.00 hrs. to 24.00 hrs. The T.O. will be required to work during such hours of the day (including Sundays & holidays).

31. **Responsibility for loss or damage to property and rolling stock of CONCOR/Railway**

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 of his agents, servants or employees.



32. 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.

33. Termination Clause

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

33.2 However, if there are multiple cases of unsatisfactory working, the contract can be terminated even before the stipulated 90 days. However, in such cases, a 'Show Cause Notice' will be served on the contractor by CONCOR and the contractor will be required to furnish a satisfactory reply within 7 days of his receiving 'Show Cause Notice'. If no reply is received or the reply is found to be unsatisfactory, the contract can be terminated by giving 48 hours notice. Decision of CONCOR management, in this regard, will be final and binding on the contractor. No compensation or damages would be payable by CONCOR to the T.O. in such cases.

33.3 In the event of such termination of the contract, the contractor would be required to clear all dues including advances taken for procurement of new equipments, if any and all other commercial, legal & statutory dues falling on the date of termination and/or subsequently raised.

34. General

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

Chief General Manager/N.R.

For and on behalf of Container Corporation of India Ltd.

The scope of work and all terms and conditions listed from Para 1 to 34 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 and Seal of the Tenderer

ANNEXURE I

Schedule of Rates & Quantities

The schedule of quantities indicated below are only an approximate estimate of the volumes expected 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. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities.

Item No. 1: CONTAINER HANDLING

Para Ref. No.	Sl. no.	Activity	Containers likely to be handled		Rate Per Container			
					20'/22'		40'	
			p.a.		(Rs. in figures)	(Rupees in words)	(Rs. in figures)	(Rupees in words)
			20'/22'	40'				
2.1.1	A-1	Terminal/Warehouse Destuffing	23350	65				
2.1.2	A-2	Factory Destuffing	29150	100				
2.2	A-3	Terminal/Warehouse Stuffing	18600	50				
2.2.2	A-4	Factory Stuffing	10000	5				
2.2.3	A-5	Factory stuffing after factory de-stuffing	50	1				
2.3.1	B-1	Inward Empty Cycle	11000	1000				
2.3.2	B-2	Outward Empty Cycle	18700	550				
2.4.1	C-1	Transshipment of Loaded Containers	14000	150				
2.4.2	C-2	Transshipment of Empty Containers	1000	50				
2.5.1	D-1	Weighment at weighbridge installed within DCT premises from stack:	600	50				
2.5.2	D-2	Weighment at weighbridge installed within DCT premises from stack:wagon/trailer	50	5				
2.5.3	D-3	Weighment at weighbridge outside DCT from stack	10	1				
2.5.4	D-4	Weighment at weighbridge outside DCT from rake/trailer	10	1				
2.6.1	E-1	Single handling of Loaded container	10	1				
2.6.2	E-2	Single handling of Empty container	10	1				

Item No. 2: Road Transportation*

	Activity	20/22 foot containers			40 foot containers		
		Containers p.a.	Rate/container		Containers p.a.	Rate/container	
			(Rs. in figures)	(Rupees in words)		(Rs. in figures)	(Rupees in words)
E	To/From ICD/TKD or any location within 10 Kms of DCT						
E1	Both ways loaded containers	20			10		
E2	Both ways empty containers	20			10		
E3	One way loaded container one way empty trailer	100			20		
E4	One way empty container, one way empty trailer	100			20		
E5	One way loaded container, one way empty container.	20			10		
F	To/From Ballabgarh/Dadri or any location within 50 Kms of DCT						
F1	Both ways loaded containers	20			10		
F2	Both ways empty containers	20			10		
F3	One way loaded container one way empty trailer	20			10		
F4	One way empty container, one way empty trailer	20			10		
F5	One way loaded container, one way empty container.	20			10		

* for the purpose of payment, 20' and 22' containers will be treated as same and no extra payment will be made for handling of 22' containers.

Rates mentioned above are exclusive of Service Tax and applicable cess thereon, if any, as per applicability.

.....
Signature and Seal of the Tenderer

ANNEXURE II

Bank Guarantee Bond Format

In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi acting through Chief General Manager, with office at Inland Container Depot, Tughlakabad, New Delhi, having agreed to permit M/s..... (Hereinafter called the said contractor) to handle containers with Reach Stackers at DCT / OKHLA 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.

1. 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, Northern 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.....

2. 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 four 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 end of four months from the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within four 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.

- 3. 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 and transport 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 bearance, Act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

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

- 5. 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



ANNEXURE III: Particulars of Equipments & Trailers with Cab

Sl. No.	Type of vehicle / Equipment	No. proposed to be given by TO	Year of mfg.	Registration No.	Engine No.	Chassis No.	Capacity (In terms of 20’/22’ & 40’)	Name of the owner	Place of Current deployment	Deployment upto (date) in current contract

- The details should be made out as per format given above (not necessarily on this sheet only).
- Please enclose copy of the registration book for each vehicle / equipment owned by the tenderer in its name. For all other cases where vehicle is not owned by the tenderer, an undertaking or agreement from owner in the owners for the use of such equipment (s) by the tenderer during the duration of the contract, including the extendable period, must be enclosed. Present deployment of equipment may also be mentioned.

Signature _____

Name of the person signing _____

Tenderer’s name _____

Seal _____

Signature of Tenderer

.....
Signature and Seal of the Tenderer



ANNEXURE IV

Format of Agreement

AGREEMENT FOR ACTING AS HANDLING CONTRACTOR BY PROVIDING PROFESSIONAL SERVICES FOR SHIFTING/HANDLING OF DSO/ISO FREIGHT CONTAINERS AT DOMESTIC CONTAINER TERMINAL, TUGHLAKABAD.

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, Mathura Road, Opposite Apollo Hospital, New Delhi** (A govt. of India Undertaking) represented herein by the Senior General Manager, Northern Region, ICD TKD, New Delhi (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 handling of Empty ISO freight containers with or without cargoes by internal shifting of the said containers within DCT / OKHLA at the rates and under the conditions specified I 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, fulfill and honour all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agreed that if the contractor observes and honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the contractor for the operations on the completion thereof, the amounts due in respect thereof at the rates specified in the schedule here to annexed.

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

.....
Signature and Seal of the Tenderer



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

CONTRACTOR

SENIOR GENERAL MANAGER/ Northern Region

For and on behalf of Container Corporation of India Ltd.

WITNESS

WITNESS

(NAME, SIGNATURE& ADDRESS)

(NAME, SIGNATURE& ADDRESS)

1.

1.

.....

.....

.....

.....

2.

2.

.....

.....

.....

.....

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

.....
Signature and Seal of the Tenderer



ANNEXURE V

Format for Daily Compliance Report

1) Job order Compliance (Train handling)

JO No.	Train No	TEUs in JO	JO time	Compliance Time	Delay	Time Saved	Remarks

2) Shifting of TDS Containers

Total TDS List	Found not Empty	Shifting to Stuffing area	Shifting to Empty Stack	Not shifted	Empty List Recd Time	Remarks

3) Shifting of TS containers

Total TS List	Found not Sealed	TEUs Direct loaded to Train	Shifting to correct stack	Remarks

4) Loading FDS/FS containers

	TEUs in JO	Completion Time	Remarks
FDS			
FS			

5) Weighment of containers

JO No.	Description	TEUs in JO	JO time	Target Time	Compliance Time

6) Shifting of containers from/to Warehouse / Container Repair Zone.

JO No.	TEUs in JO	JO time	Target Time	Compliance Time

.....
Signature and Seal of the Tenderer



7) Misc. JOs

JO No.	Description	TEUs in JO	JO time	Target Time	Compliance Time	Delay	Remarks

8) Data Capture Sheet Submission

Time	0-4	4-8	8-12	12-16	16-20	20-24	Remarks
Target	5:00	9:00	13:00	17:00	21:00	1:00	
Actual							

9) Equipment Breakdown

Equipment ID	Total Breakdown (Hrs)	Details (incl. cooling time)
<u>Ld Stacker</u>		
Grand Total		

<u>Empty Stacker</u>		

<u>Trailer</u>		
Grand Total		

.....
Signature and Seal of the Tenderer



ANNEXURE VI

**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
Northern Region
Container Corporation of India Ltd.
Inland Container Depot.
Tughlakabad.**

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 and Seal of the authorized signatory.



Annexure-VII

EXPERIENCE CERTIFICATE
(on company’s letter head)

This is to certify that M/s_____ have worked as our handling contractor for the work of handling ISO/DSO 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/DSO 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.