



CONTAINER CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
NORTH WEST REGION
509, 5th floor, ATMA House, Ashram Road, Ahmedabad-380009

TENDER FORM PRICE: Rs.500/-

TENDER FOR CONTRACT FOR PROVIDING ESTATE MAINTENANCE AND HOUSE KEEPING CONTRACT AT RCT & CFS – VADODARA AND ICD – ANKLESHWAR.

1. SERIAL NUMBER ASSIGNED TO THE TENDER FORM -----
2. DATE OF SALE/ISSUE -----
3. NAME & ADDRESS OF THE APPLICANT -----

(TENDER FORM IS NON TRANSFERABLE)

TO BE SUBMITTED BY 14.00 HRS ON 15 FEBRUARY 2006 AT CONTAINER CORPORATION OF INDIA LTD., Regional Office, 509,5th floor, ATMA House, Ashram Road, Ahmedabad-380009.

Official Seal

Full Signature of Official issuing the Tender form

Ref.no. Con/Nwr/Maint/Rct-Cfs-Ank/2006/02

Date :

To,

Sub: Contract for Estate maintenance and House Keeping etc. at RCT & CFS – VADODARA AND ICD – ANKLESHWAR.

Sir,

We are pleased to invite your offer for the above mentioned contract proposed to be awarded to the most competitive and suitable bidder. The nature of Agreement and terms and conditions of the offer is enclosed herewith for your perusal and information.

The Agency to make an on the spot survey of our RCT, CFS & ICD complex, assess our requirements and furnish an all-inclusive rates on monthly basis for a period of two years. CONCOR will insist on full compliance of statutory obligations and demand proof towards deposit of ESI and PF contribution to the appropriate authorities. You may return your offer in the Annexure "III" attached. You are also to return this tender document duly signed and stamped along with your offer. The offer shall reach us on or before 14:00 hrs of 15 FEBRUARY 2006 in a sealed envelope superscribed as "Tender for Estate maintenance & housekeeping Contract at RCT & CFS – VADODARA AND ICD – ANKLESHWAR".

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

Thanking you,

Yours faithfully,
For & behalf of Container Corporation of India Ltd.

(Chief General Manager)

(Signature of the Tenderer)

Signature of the tenderer

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INSTRUCTION TO THE TENDERER FOR PROVIDING ESTATE MAINTENANCE AND HOUSEKEEPING CONTRACT AT RCT & CFS – VADODARA, AND ICD – ANKLESHWAR.

1. Each tender form must be accompanied by a Demand Draft for Rs.10,000/- (Rs.Ten thousand only) in favour of Container Corporation of India Ltd., payable at Ahmedabad, as Earnest Money Deposit.
2. The tenderer should furnish proof of experience of atleast three years in the line or similar other works of this type, preferably in Govt. Dept. or Govt. Undertakings or in large scale industry with atleast one single contract.
3. The tenderer should supply a list of necessary equipment's tools, implements possessed by them for this type of work such as pans, carts, trolleys, mobile dust bin, buckets, baskets, drums, spades, step ladders, scrubbers (describe varieties), vacuum cleaner etc. along with sufficient proof of its possession. The tenderer shall not be allowed to commence the work without complying with these requirements.
4. The tenderer shall furnish the proof that they have adequate financial resources to undertake the job of this size. For this, tenderer is required to produce solvency certificate from scheduled bank for Rs.5/- lacs in original.
5. The successful tenderer will have to execute an agreement on stamp paper before commencement of the work.
6. The tender is to be delivered at the office of the Chief General Manager, North West Region, Container Corporation of India Ltd., 509, 5th floor, ATMA House, Ashram Road, Ahmedabad by 14:00 hrs, on 15 FEBRUARY 2006.
7. Tenderer may download the tender document from our web site and same may be submitted along with the cost of tender document by way of demand draft / pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrue due to such alteration in the terms and conditions of the tender document.
8. The tender should be submitted in envelopes marked as "Tender for Estate maintenance & House Keeping Contract at RCT & CFS – VADODARA AND ICD – ANKLESHWAR." furnishing the following details:

(i) Name, Postal address, Telephone no. (if any)

(ii) Experience certificates in original/copy duly attested by Gazetted officer given by Organisation/Undertakings where the party has provided similar nature of work during last three years. The certificates should be from the head of Administration/Personnel Deptt. / Civil Engg. Deptt. of the organisations where party have provided such services, mentioning the duration and value of the contract.

(iii) Furnish proof of experience of atleast three years in the field with any single work value of atleast Rs.5 lakhs in the last financial year.

(iv) Proof of Registration of the firm under relevant law, such as Companies Act, and/or Shops & Establishment Act, etc. For partnership firms, full name and address of each partner (including percentage of shares of each partner) along with certificate copy of registered partnership deed. In case of registered co-operative society name and address of each office holder, President, Secretary & Directors along with a latest and authenticated copy of Articles of Association duly validated by the registering authority. The tenderer should have office based in Ahmedabad and should submit the proof of the same.

(v) Latest Solvency certificate of Rs.5 lacs and above from scheduled bank in original.

(vi) Demand draft for Rs.10,000/- towards EMD in favour of "Container Corporation of India Ltd." payable at Ahmedabad.

(vii) Tender documents duly signed on each page.

(viii) Proof of PF Registration/certificate obtained from PF authority.

(ix) Proof of ESIC Registration/certificate obtained from ESIC authority.

(x) Financial bid in the prescribed form attached with the tender form.

Non-submission of any of the above documents/proof will make the offer liable for summary rejection.

9. CONCOR reserves the right to examine credentials of all tenderers and to arrive at conclusions to its satisfaction regarding the suitability of the parties based on such examination/enquiry as deemed necessary. ISSUANCE OF TENDER FORM SHOULD NOT BE CONSTRUED AS ACCEPTANCE OF ELIGIBILITY FOR THE CONTRACT.

10. Any correspondence concerning this tender should be addressed to the Chief General Manager quoting the reference given above.

For & behalf of Container Corporation Of India Ltd.

(Chief General Manager)

Terms and conditions of contract to M/s.....for providing **Estate Maintenance and House Keeping contract at RCT & CFS – VADODARA & ICD – ANKLESHWAR.**

TERMS AND CONDITIONS

A) TENURE OF THE CONTRACT

1. The Contract will be initially for a period of two years. CONCOR however reserves the right to extend the duration of contract by another one year on same agreed terms & Conditions. However the rates at the end of the two year may be increase / decrease for 3rd year on mutual agreement basis.
2. The contract shall be governed by the general conditions of this organisation, beside the scope and specifications of the work.
3. CONCOR reserves the right to terminate the contract at any stage without assigning any reason, and without any notice.

B) SCOPE AND SPECIFICATION OF WORK

The agency will be required to provide estate maintenance and house keeping etc. services for the entire RCT / ICD / CFS complex which includes the parking area, administration building, Service building, garden and all other installations in the RCT / ICD / CFS complex. Without prejudice to general bearings of above description of work, some specific specifications of work are as under:

- (i) Cleaning of underground and overhead water tanks at the RCT / ICD / CFS including all the tanks provided on the buildings at the RCT / ICD / CFS.
- (ii) Dusting of all furniture, walls, ceilings etc.
- (iii) Cleaning, washing and replacing the dustbin after removing the material from the dustbin and disinfecting it.
- (iv) The scope of work can be increased by 20% and for which no extra payment will be made.
- (v) The agency shall deploy at current level of work, minimum 10 labourers at RCT&CFS Vadodara and 02 labourers at ICD - Ankleshwar per day to ensure proper maintenance of the yard, warehouse and offices.

Signature of the tenderer

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- (vi) The agency shall be responsible for clearance of all waste material and garbage, wooden pallets/planks, wooden shavings, cargo left over, waste packing material etc.

(vii) The agency responsible for charging all wooden pallets / planks, wooden shaveny, cargo left over, waste packing material, scrap left over in nominated place as decided by CONCOR. In no circumstances the agency carried out the above items out the RCT / ICD / CFS premises without written consent of terminal Manager.

(viii) CONCOR reserves the right to increase / decrease the number of labourers to be deployed in case it finds that the labourers as mentioned in B (v) are not providing satisfactory service, or due to change in factors such in volumes, type of cargo, technological up gradation, change in area, change in procedure etc. or the scope of work reduces.

(ix) In case the removal of garbage is delayed, CONCOR shall be free to make alternate arrangements at the risk and cost of the agency as per details in clause H para 1 of terms and conditions.

a) General upkeep and maintenance

- 1.** All the offices in the administration building & service building should be cleaned on daily basis.
- 2.** Dry surface cleaning of Export and Import warehouse to be done on daily basis. Wet cleaning once in a week. Cleaning of offices in warehouse on daily basis.
- 3.** All bonded area & parking area.
- 4.** Inside of a warehouse, all other buildings, drains and vegetation and shrubs in the unpaved area.
- 5.** Toilets in the administrative building warehouse and yard to be cleaned atleast twice a day – once in the morning before office timing and once after lunch. Toilets to be inspected by the supervisor during the day to ensure proper cleanliness.
- 6.** Necessary chemicals to be used by the agency to ensure clean urinals and wash basins.
- 7.** Industrial vacuum cleaning be done in warehouse once in 15 days.
- 8.** The contractor will responsible for maintain garden & lawns for this purpose suitable person (Mali) who will be responsible to upkeep the plants, lawns, cutting and dressing of grasses with machine and take care of flower plant etc. However CONCOR will not pay any other payment of mali. However CONCOR will reimburse the cost of flower plants subject to approval of Terminal Manager.

b) Mechanised Cleaning

1. Vacuum cleaning of conference hall atleast twice in one month.
2. Scrubbing and polishing of floors of reception hall, rooms and corridors of administration building atleast once in a month.
3. Computer center and its peripherals may be cleaned in the following manner:
 - i. Cleaning of glasses and windowpanes once in a day.
 - ii. Cleaning of computer equipment's only in presence of computer person with dry clothes and every 15 days with Colin.
 - iii. Cleaning of peripherals (terminal/printers) outside the computer center everyday with dry cloth and on every 15 days with Collins in presence of computer person.
 - iv. No brooming is permissible in the computer center.
 - v. Insecticide should be sprayed in whole complex, atleast once in a month.
 - vi. Vacuum cleaning as specified by the computer person.

c) Miscellaneous

- 1) You will supply naphthalene balls and liquid soaps in all toilets.
- 2) You will supply odonil cubes in all toilets.
- 3) You will supply urinal cubes twice in a week in all the toilets. Frequency will have to increase depending on need.
- 4) You will supply plastic mugs for one time in the main toilets; subsequent replacement may be made on reimbursement basis.
- 5) You will spray insecticide twice in a week inside the CONCOR & Custom office.
- 6) You will be required to supply hand towels in Terminal Manager, CONCOR and Asstt. Commissioner Custom toilets, and will be responsible for its washing.

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- 7) Offices to be cleaned before office hours.

8) The working hours for cleaning labours will be from 08:00 hrs. to 22:00 hrs. including Sundays and holidays.

9) Maintenance of the garden in front of the Administrative building is covered within scope of work.

10) Vacuum cleaning of all the offices once a week.

C) PAYMENTS

For due performance of the specified work you will be paid an amount as to be decided on finalisation of contract per month all-inclusive.

1. CONCOR will be free to deduct any amount due as recovery, from the above payment, as per para "H" (Penalties & Recoveries)

2. CONCOR will also deduct Income Tax at Source (TDS), and any other statutory payments to be made on behalf of the agency.

Payment for each calendar month will be made on presentation of bills in duplicate, which shall be verified and passed. The agency shall submit the bill within 1st week of every month after making payments to his workers in the 1st week of every month.

The payment of against their bills should be released only once relevant PF & ESIC challans, PF&ESIC registration/code no. along with photocopies of attendance and payment registers are provided.

In case more than maximum labours as specified in clause B (v) are required to deploy at RCT / ICD / CFS, Payment shall be made proportionately for extra deployment of labours.

D) RATE

1. The agency will be paid lump sum amount per month for engaging the labour. The lumpsum rate will not be changed during the currency of the contract. However it will be within the discretion power of the CONCOR management whether to grant hike or otherwise. The lump sum rate shall be for all expenses incurred by the agency, include all the taxes, levies, minimum wages declared by Govt from time to time, HRA, CCA, PF, ESIC, BONUS etc,

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Contribution to be paid to various govt organisations and other organisation under various acts and no extra amount will be paid on this account.

2. For the purpose quoting the rate in the financial bid the tenderer should take into account of the following:

- a) Minimum wage rate as specified by Govt. of Gujarat
- b) Share of Employer in PF
- c) Bonus payable as per Bonus Act
- d) ESIC payable as per relevant Act
- e) Over heads
- f) Profit margin

3. Agency should inspect the site and properly assess the requirement before quoting the rate. Once the contract is awarded, the contractor shall be responsible for clearance of all the garbage/waste material lying in the premises of RCT / ICD / CFS as on the date of award of contract.

E) EQUIPMENT, MATERIAL AND STORAGE

1. The agency has to use his own equipment tools and implements required for this work like carts, trolley, ladders, buckets, mugs baskets, vacuum cleaner, scrubber etc.

2. The agency has to use his own cleaning material like brooms, brushes, soaps, detergents, caustic soda, bleaching powder, disinfectants preferably phenyl, odonils, dusters, cloth pieces or any other material required for this work and directed by the officer incharge. The agency clearly indicated the earmark on equipment with the name of his firm and list of such equipment should be handed over to CONCOR.

3. Water and electric energy required for cleaning purposes shall be allowed free by CONCOR.

F) STAFF

1. The agency and staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and or legal action for breach of CONCOR security regulations by either the agency or his staff and CONCOR shall be the sole arbitrator to the course of action.

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2. The agency will keep register in each department and take users signature for incharge of contract responsibilities with respect to satisfactory standards.

3. CONCOR shall be indemnified from all the liabilities, whatsoever created under the Workmen Compensation Act/ESI Act in respect of any injury suffered by the worker employed by the agency or resulting in death.

4. The workers should be provided with blue uniforms and badges excluding supervisors.

5. List of staff along with necessary documents of proof of age, details of staff along with photograph, verification of antecedents of contract labour by police authority etc. should be provided to terminal manager / concern authority of CONCOR. The list should be got approved from competent authority. Any changes in staff should be brought to the notice of competent authority.

6. Contractor should apply for entry permits of their staff. No staff will be permitted in to the RCT / ICD / CFS premises without valid entry permit.

G) REPORT

1) The agency/it's representative should daily report to the officer incharge or any other officer so indicated for any specific instruction, if any.

2) The agency/it's representative should daily report to the officer incharge, if he needs any instructions help or has any difficulty.

3) The agency shall ensure that he or his authorised representative is necessarily available during working hours for receiving and implementing the instructions of the officer incharge. The agency at the time of signing this contract agreement shall intimate the department in writing the name of his authorized representative and shall given an undertaking that his authorised representative is competent to receive and implement the instructions of the department and also make whatever necessary purchases at short notice.

H) PENALTIES & RECOVERIES

1) In the event of the agency failing to do the Estate Maintenance job, the officer incharge shall have the option to make alternative arrangement. The amount charged to the agency for making such alternative arrangement will be Rs.150/- per labour, per day or the prevailing minimum wages rate which ever is higher, in case of shortage of labour.

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2) The fine up to Rs.1, 000/- can be imposed by the officer incharge in respect of each case of breach of terms of contract. The agency shall in addition to the

fine shall also be responsible to compensate CONCOR for any liability, which may on CONCOR under any statutory or otherwise obligation for the breach of any of the terms of the agreement.

3) Recovery of penalty as mentioned above shall be continued till the job is not carried out satisfactorily and after 10 days of non-compliance of work performance the contract is liable to be summarily terminated without any further notice.

I) STATUTORY COMPLIANCE

1) The contractor shall comply with all the statutory requirement in respect of engaging the staff, their service conditions, rules and regulations and all liabilities under the various labour laws and others like PF, ESIC, Bonus, workmen's compensation, gratuity, minimum wages act, payment of wages act etc. shall be that of the contractor, and CONCOR shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.

2) The contractor should have separate code for deposit of PF dues, if applicable, with the concerned PF authority directly.

3) The contractor shall obtain necessary labour license from the Licensing authority under The contract Labour (R&A) act 1970, and contract rules framed there under and produce the same to CONCOR within 01 month of the date of award of contract.

4) The contractor shall keep CONCOR indemnified against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws, or any prosecution or award made by court of law or other authorities specially Industrial dispute Act-1947.

5) CONCOR shall be indemnified from all the liabilities, whatsoever created under The workmen compensation Act/ESI act in respect of any injury suffered by the workers employed by the contractor or resulting in death/fatal accident etc.

6) Contractor has to strictly follow The Minimum wages Act.

Signature of the tenderer

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H) LIABILITY FOR LABOUR LAW'S :

1) All labour and/or personnel employed by contractor shall be engaged by him as his own employee/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 the following labour laws/acts and their enactment/amendments.

- a) The payment of wages Act 1936
- b) The payment of Minimum wages Act.
- c) The factories Act, 1948
- d) The workmen's compensation Act, 1923
- e) The Employee's state provident Fund Act, 1952
- f) The contract Labour (Regulation & Abolition) Act, 1970.
- g) The payment of Bonus Act, 1965
- h) The payment of Gratuity Act, 1976
- i) The Equal Remuneration Act, 1976
- j) The employee' state Insurance Act, 1948
- k) The Industrial Dispute Act, 1947

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.

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

4) The contractor shall pay to the labour employed by him wages as per provisions of the aforesaid act and the rules, wherever applicable.

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 workmen employed by the contractor in execution of the work or to incur any expenditure in providing welfare, Health & safety amenities required to be provided under the aforesaid act and the rules or to incur any expenditure on account of contingent liability of CONCOR due to the contractor's failure to fulfill his statutory obligations under the aforesaid act or the rules CONCOR shall be at liberty to

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withhold from the bills of the contractor the amount of wages as paid or the amount of expenditure so incurred, and without prejudice to the rights of

CONCOR under section 20(2) and section 21(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 contractor whether under the particular correct of otherwise. CONCOR shall not be bound to contest any claim made again it under section under section 20 (1) and section 21 (4) of the aforesaid act except written request of the contractor and upon his giving to CONCOR security for all cost for which CONCOR might become liable to 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.

6) The contractor shall not employ any person below the age of 18 years. He shall indemnify CONCOR from and against all claims and penalties, which may be suffered by CONCOR or any person employed by him by reason of any default on the part of contractor to observe and /or in the performance of the provision of Employment of Children Act XXVI of 1938 or any re-enactment of modification of the same.

7) The contractor shall not employ any person below 18 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 his behalf and the person carries with him while at work, a token giving a reference to such certificate.

K) COMPLIANCE OF THE PAYMENT OF WAGES ACT, 1936

1) The contractor shall be responsible for compliance with the provisions of the payment of wages Act 1936 or any statutory modifications thereof and any rules made there under in respect of the staff employed by him and shall keep CONCOR indemnified against all loss, damage, or claim arising directly or indirectly through any failure or omission to comply with the requirement of the said act and rules.

2) The contractor shall pay not less than the fair wage to the labourers/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.

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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.

4) A notice showing the rate 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.

5) Contractor will have to pay wages to their contract labourer by 7th of every month by notifying the place and time of distribution of wages.

L) CLAIM UNDER WORKMEN'S COMPENSATION ACT, 1923:

The contractor shall at all times indemnify CONCOR against, all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/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.

M) HOURS OF EMPLOYMENT REGULATIONS

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.

2) No person shall be unfairly treated or removed from work except for valid reasons. The Regional Head 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.

3) The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come in to force and the contractor shall indemnify and keep CONCOR indemnified against all loss, damages, claims and costs arising in any manner whatsoever out of or through

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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.

N) AMENDMENT TO TERMS AND CONDITIONS

CONCOR reserves the right to make additions/alterations to and/or amend/alter the terms and conditions of this contract and the resultant contract, without basically affecting the core of the contract.

O) GENERAL CONDITIONS

- 1) The agency will not allow the garbage to get accumulated in the premises but ensure that proper disposal of garbage.
- 2) The cargo waste and old and used wooden packing materials including discarded wooden packing materials such as planks, battens etc should be accumulated at a specified place as directed by CONCOR.
- 3) The service would be required to be provided on all weekdays and during all working hours as specified by CONCOR.
- 4) The agency will be required to maintain "work register" and " User department register " as per the format given in Annexure- IV & V.
- 5) The agency will be required to make all necessary arrangements for rendering special services even at short notice.
- 6) The agency will maintain sufficient number of worker for efficient discharge and satisfactory performance of the work.
- 7) The agency may be required to get the antecedents and character of his workers verified by the police, if directed by CONCOR.
- 8) Deduction towards income tax at source as applicable under the I.T Act 1961 will be made from all payments made to the agency.
- 9) All equipment, hand carts for carrying rubbish, detergents, dusters, cleaners, window pan cleaners, and all other equipments required to maintain the high standard of work performance expected by CONCOR and all users of he facility will be provided by the agency at his cost. No additional payments on this account will be made by CONCOR.

10) The agency shall not sub-let the contract. He will post a responsible supervisor to oversee the satisfactory working and to co-ordinate with CONCOR and carry out its instructions.

P) SECURITY DEPOSIT

1) CONCOR will deduct security deposit to the extent of 10% (Ten percent) from the monthly bill of the contractor for due fulfillment of terms and condition. No interest shall be paid by CONCOR on security deposit.

2) In event of premature termination of the contract for reason attributable to agency non-performance, CONCOR may forfeit the security deposit. Otherwise on satisfactory completion of contract, security deposit will be refunded without any interest after one month of completion of contract. The decision of Chief General Manager, North West Region, Ahmedabad will be treated final in this respects.

Q) ARBITRATION:

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

For & behalf of Container Corporation Of India Ltd.

(Chief General Manager)

Annexure I

AGREEMENT

Agreement for providing Estate Maintenance and House Keeping Contract at RCT & CFS – VADODARA and ICD – ANKLESHWAR.

An agreement made this Day of Two thousand six between the Managing Director, Container Corporation of India Ltd., reg. Office, CONCOR House, C – 3, Mathura Road, New Delhi – 110044 as Chief Executive and Administrator of the Container Corporation of India Ltd. (A Govt. of India Undertaking) represented by the Chief General Manager, Container Corporation of India Ltd., North west Region Ahmedabad (hereinafter called CONCOR) of the one part and M/s.....and carrying on business at under the name and style of (hereinafter called the which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representative successors and assignees) of the other part for the purpose of performing all the work of At RCT & CFS – VADODARA AND ICD – ANKLESHWAR.

Whereas the Agency has agreed with the CONCOR to perform all the services mentioned in the schedule hereto annexed. In consideration of the payments to be made by CONCOR, the Agency shall duly perform the said duties in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workmen like manner to the satisfaction of CONCOR and will carry out the services in accordance with the conditions of contract, and will observe, fulfill and honour all conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein).

IN WITNESS WHEREOF the said parties have hereunder set their hands the day and year first above written.

CONTRACTOR

CONCOR

Annexure II

LETTER OF SUBMISSION OF TENDER

From :

To,
The Chief General Manager,
Container Corporation of India Ltd,
509, 5th Floor, ATMA House,
Ashram Road, Ahmedabad - 380009

Sub : Tender for Estate Maintenance and House Keeping etc. RCT & CFS – VADODARA AND ICD – ANKLESHWAR.

Dear Sirs,

Having examined the Tender Documents and having understood the provisions of the requirements of CONCOR, related work and having conducted a thorough study of the jobs involved, the climatic conditions, labour, power, water and materials whatever necessary of the tender and the performance of work.

Subject to the conditions given in the instructions for submission of tender, I/We, hereby tender for working as estate maintenance & house keeping contractor for CONCOR for 24 months at RCT & CFS – VADODARA AND ICD – ANKLESHWAR. I/We offer to maintain and upkeep the RCT / ICD / CFS at the terminal at the rates indicated by me/us in the prescribed schedule.

I/We hereby certify that I/we have examined and am/are familiar with all the provisions of the contract documents and agree to abide by all the terms and conditions laid therein.

The following Certificates/documents are enclosed: -

- 1) Duly signed & stamped copy of tender document.
- 2) Experience certificates showing the experience in estate maintenance and house keeping of various office and building including single contract of value of more than 05 lakhs in a year.

Signature of the tenderer

3) Proof of registration of the firm under relevant law, such as Companies Act, and/or Shops & Establishment Act, etc. For partnership firm, full name and address of each partner (including percentage of shares of each partner) along with certificate copy of registered partnership deed. In case of registered co-operative society name and address of each office holder, president, Secretary & Directors along with a latest authenticated copy of Article of Association duly validated by the registering authority.

4) Details of maintenance personnel proposed to be deployed for execution of the proposed work.

5) Copy of Provident Fund Registration and ESI Registration.

6) A sum of Rs.10,000/- (Rupees Ten Thousand only) towards EMD for contract at RCT & CFS – VADODARA AND ICD – ANKLESHWAR is sent herewith in the form of pay order/demand draft No_____ dated_____ infavour of Container Corporation of India Ltd at Ahmedabad.

7) Solvency certificate for Rs.5 lacs or above issued by any scheduled bank in original.

I/we agree to keep this tender open for a period of 120 days from the date fixed for opening the same which can not be withdrawn for the said period of 120 days or until a contract for the work is fully executed with a third party whichever is earlier.

I/we do hereby declare that the entries made in the tender and appendices attached therein are true.

I/We do hereby understand/agree that if any time during the period of contract, it is observed by CONCOR that the services rendered by the Up-Keep contract personnel are not to the satisfaction of the CONCOR or any terms of the contract are violated, CONCOR reserves the right to terminate the contract without any notice.

Yours faithfully,

Signature of Tender's

Seal

Annexure III

(Financial - Bid)

To:
The Chief General Manager
CONCOR, North West Region,
509, 5th floor, ATMA House,
Ashram Road, Ahmedabad.

Sub: Submission of the documents for Estate Maintenance and House Keeping etc. contract.

Sir,

With reference to your letter no. Con/Nwr/Maint/Rct-Cfs-Ank/2006/02 dt..... we hereby quote our single lumpsum rate for following activities:

Location	No. of Labour	Lump sum Rate/per month
RCT/ CFS – Vadodara	10	In Figures: In Words:
ICD – Ankleshwar	02	In Figures: In Words:

Tender document duly signed by us as token of our acceptance of terms & conditions along with Demand Draft (EMD) no. _____ dated _____ for Rs.10,000/- (Rupees Ten Thousand only) is enclosed herewith.

Yours faithfully,
(Name & seal of the tenderer)

Annexure IV

Format of Work Register

Sr#	Date	Description of work	Number of Labour deployed	Remarks	Signature of contractor	Signature of CONCOR authority

Annexure V

Format of User Register

Sr#	Date	Time	User dept./Office	Remarks	Signature of contractor	Signature of User