



**LIMITED TENDER
FOR
SUPPLY OF COMMERCIAL VEHICLES WITH DRIVER ON
MONTHLY HIRE BASIS FOR THE USE AT PORT
SIDE CONTAINER TERMINAL PIPAVAV**



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

*Regional Office
509, 5th floor, ATMA House,
Ashram Road, Ahmedabad - 380009
Tel. No. 26581807
Fax No. 26581808*

(Tender Form is Non Transferable)

Signature of the tenderer: _____



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SECTION -I
INVITATION FOR BIDS

Date of issue : 23/01/2006

Tender No. CON/NWR/VEHICLES/PSCT/2005-06/02

1. Container Corporation of India Limited invites sealed bids for supply of different vehicles with driver on hire basis for the use of customs and concor officials at PSCT-Pipavav with Technical Specifications given in Section-V.

2. **Details of Bid:**

- | | | |
|---|---|---|
| a) Bid reference | : | CON/NWR/VEHICLES/PSCT/2005-06/02 |
| b) Last date and time of receipt of bid | : | 06-02-2006 UPTO 14.00 HRS |
| c) Date & Time for opening of the bid | : | 06-02-2006 at 15:30 Hrs |
| d) Place of opening of bid | : | Container Corporation of India Ltd.
509, 5 th Floor, ATMA House,
Ashram Road, Ahmedabad. |
| e) Address for Communication | : | Container Corporation of India Ltd.
509, 5 th Floor, ATMA House,
Ashram Road, Ahmedabad. |

3. **Bidding procedure**

All bids must be delivered to the office of the **Container Corporation of India Ltd, 509, 5TH FLOOR, ATMA HOUSE, ASHRAM ROAD, AHMEDABAD – 380009** Not later than 1400 hrs on 06-02-2006 in a sealed cover and will be opened at 15.30 hrs on the same day in the presence of the bidders' representatives who choose to attend.

4. In case any deviation is found in the tender document submitted by the tenderer from the content enclosed, the tender shall to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss, which accrues due to such alteration in the terms and condition of tender documents.

CHIEF GENERAL MANAGER
CONCOR/N.W.REGION

Note: Fax / Telex and incomplete offers will be rejected. The Container Corporation of India Ltd reserves the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons whatsoever.

Signature of the tenderer_:



SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope Of Work & Qualification Criteria:

1.1. The vehicle is required at Pipavav Container Depot Pipavav:

- i) Tata Sumo/Bolero/Mahindra Jeep or equivalent : 1 (One)
For 10 Hrs per day - 3000 Kms per month
- 1.2** The Bidder should submit the following documents along with the bid.
- a. Enclose PAN Copy
 - b. Enclose the copy of certificate of Registration to act as a Travel Agency.
 - c. Enclose the copy of certificate of Service Tax Registration.
 - d. The agency should submit satisfactory proof of having commercial vehicle of Sumo make or equivalent of 01.06.2003 onwards in the own name of travel agency or its proprietor or in the name of partners in case of Partnership Company or in the name of directors in case of company
 - e. Attested Copies of the RC book of the vehicle, Insurance Certificate, Owner Ship Proof should be enclosed along with the Tender.
 - g. Attested copies of experience certificates showing experience of supplying cars on monthly basis to other Govt. institutions, PSUs, reputed private companies etc. in last two years.

2. Content of Bidding Documents:

- 2.1. The modifications required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- a) Instruction to bidders.
 - b) General Conditions of Contract.
 - c) Special Conditions of Contract.
 - d) Bid Form & Price schedule.

3. Bid Price:

The price schedule should include:

- i The price of including all taxes .
- ii Deviations from the specifications should be clearly brought out in the Bid.

Signature of the tenderer_:



4. Bid Security:

- I. The Bidder shall furnish as part of its bid, EMD to the amount of Rs.10000/- (Rupees Ten Thousand only) in the form of pay order or demand draft only.
- II. Unsuccessful bidder's EMD will be discharged / returned as promptly as possible without any interest.
- III. The successful bidder's EMD will be discharged upon the bidder's signing the Contract and furnishing the performance security.
- IV. The EMD may be forfeited:
 - a) If a Bidder withdraws his bid during the period of bid validity specified by the bidder.
 - b) In case of a successful bidder, if the bidder fails to sign the Contract or to furnish performance security.

5. Period of validity of bid:

The bid shall remain valid for 120 days after the date of bid opening.

6. Submission of Bids:

You are advised to go through the document and submit your offer in two separate sealed envelopes. The first scaled envelope should contain all the documents as mentioned in the tender document on "Pre-Qualification Bids". Please ensure that all the documents listed in this tender document are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly super scribed as "Pre Qualification Bid".

The second sealed envelope should contain only the Schedule of Rates completely filled by you. Please ensure that each page of the Schedule of Rates is signed by you or your authorized representative before submitting it. This envelope should be clearly super scribed as "Schedule of Rates".

Both the sealed envelopes should again be scaled in one envelope and duly super scribed as "Tender for Hiring Vehicles on Regular Basis". This envelope, duly scaled in covers as described above, should be deposited in the scaled box kept for this purpose in the office of the **Chief General Manager, Container Corporation of India Ltd., North West Regional Office, 509, 5th Floor, Atma House, Ashram Road, Ahmedabad-9.** on or before 14.00 Hrs on 06.02.2006. It will be in your interest to ensure that the tender documents are deposited positively before the tune indicated above.

Signature of the tenderer_:



The Envelopes containing the "Pre-Qualification Bids" only will be opened at 1500 hrs on 06-02.2006. These (Pre-Qualification Bids) will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers. The envelopes containing the "Schedule of Rates" of only such tenderers who qualify after consideration of the "Pre-Qualification Bids" will be opened on the same day i.e.06-2-2006.

All offers shall be made available in hard copies as specified in the technical specifications and should be signed by the authorised signatory of the firm on all the pages of the hard copy. The participant/representative should bring along with him the representation or authorization letter on the companies letterhead.

All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.

The bid should be submitted in the prescribed bid form given in Part V of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form.

Late bids will be rejected.

7. Last date for receipt of bids:

All bids in sealed cover must be delivered to the office of the **Container Corporation of India Ltd, 509, 5TH FLOOR, ATMA HOUSE, ASHRAM ROAD, AHMEDABAD**, not later than 1400 hrs. on **6-02-2006**. Bids must be deposited in the nominated Tender Box.

8. Opening of Bids:

- a) The CONCOR will open the bids in the presence of the bidders' representatives who choose to attend alongwith authorization letter, at 15.30 hrs on **06-2-2006** at **Container Corporation of India Ltd, 509, 5TH FLOOR, ATMA HOUSE, ASHRAM ROAD, AHMEDABAD**.
- b) The bidders' representatives who will be present shall sign in the designated register evidencing their attendance. In the event of the specific bid opening being declared a holiday for the CONCOR, the bid shall be opened at the same time and location on the next working day.
- c) The bidders' names, bid withdrawals, presence of EMD, discount and such other details as the CONCOR at its discretion may consider appropriate will be announced at the bid opening.

Signature of the tenderer_:



9. Clarification of Bids:

To assist the examination, evaluation and comparison of bids the CONCOR may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

10. Evaluation of Bids:

a) The CONCOR will examine the bids to determine whether:

- i) They are complete.
- ii) They are free from computational errors.
- iii) Required securities have been furnished.
- iv) The documents have been properly signed;

b) Arithmetic errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Supplier does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy between words and figures, the amount whichever is lower will prevail.

- c) CONCOR may waive off any minor infirmity or non-conformity or irregularity in a bid, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- d) The comparison shall be of inclusive of all taxes.
- e) Evaluation of rates will be on the basis of location wise aggregate of rates quoted by bidder. CONCOR reserves the right to award contracts for all the location to a single party or to multiple parties for multiple locations.

11. CONCOR right to accept or reject any or all bids:

The CONCOR reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CONCOR's action.

12. Signing of Contract:

- a) CONCOR will notify the successful bidder that its bid has been accepted; the CONCOR will send the Bidder the Contract Form incorporating all agreements between the parties.

Signature of the tenderer: _____



- b) Within 10 days of receipt of Contract Form, the successful Bidder shall come to CONCOR office and sign the Contract.

13. Performance Security

- a) Within 10 days of the receipt of notification of award from the CONCOR, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding Documents. 10% of the contract value as performance security, valid up to 60 days after the date of completion of performance obligations including warranty obligations. The performance security will be paid by the successful bidder through demand draft in favour of Container Corporation of India Ltd. payable at Ahmedabad within 15 days from the date of issuance of LOI.
- b) Failure of the successful Bidder to comply with the requirement as above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the CONCOR may call for new bids.

14. Clause-by-clause Commentary:

Bidder is required to submit clause-by-clause commentary of all the clauses of the bid document. Deviations / disagreement, if any, shall be brought out clearly.



SECTION -III

General Conditions of Contract

1. **Definitions**

In this Contract the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered between the CONCOR and the Supplier to render the services. It consists of the following documents:
 - i) Agreement
 - ii) Letter of Acceptance/Notification of Award
 - iii) Supplier's Bid
 - iv) Contract Data
 - v) Conditions of Contract including Special Conditions of Contract
 - vi) Any other document listed in the Contract Data as forming part of the contract.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations:
- c) "The Supplier" / "The Service Provider " means the individual or firm/company undertaking for providing the services to CONCOR under this contract

2. **Application**

These General Conditions shall apply to the extent that provisions in other parts of this bid document do not supersede them.

3. **Performance Security**

- 3.1 After the receipt of notification of award of the Contract, the Supplier shall furnish performance security to the CONCOR within scheduled period specified in the Special Conditions of Contract.
- 3.2 The proceeds of the performance security shall be payable to the CONCOR as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 3.3 The performance Security shall be in one of the following forms:
 - a. A Bank guarantee issued by a nationalized / scheduled bank located in India, and in the form provided in the Bidding Documents or another form acceptable to the CONCOR; or
 - b. A Nationalized / Scheduled bank's pay order or demand draft in favor 'Container Corporation of India Ltd.'

Signature of the tenderer_:



3.4 The performance security will be discharged by the CONCOR and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

3.5 The performance security shall be valid for a specified period as per the tender terms and conditions.

4. Payments.

4.1 The method and condition of payment to be made to the Supplier under the Contract is specified in the special conditions of the Contract.

4.2 Supplier's request for payment shall be made to the CONCOR in writing accompanied by relevant documentation.

4.3 Payment shall be made by the CONCOR after submission of the invoice / claim by the Supplier provided that all requisite documents as required under the Contract are submitted.

4.4 The bill should be submitted latest by 3rd of the following month, so that it can be cleared before 10th of every month after checking. Any claim whatsoever if not submitted within two months from the date of claim will not be entertained without prior approval of CGM – NWR.

5. Prices:

Price charged by the Supplier for services under the Contract shall not vary from the prices quoted by the Supplier in its bid.

6. Termination by default:

6.1 The CONCOR may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part :

- a) If the Supplier fails to provide required services within the time period specified in the Contract or any extension thereof granted by the CONCOR.
- b) If the Supplier fails to perform any other obligation(s) under the Contract.

7 Termination for Convenience

7.1.1 The CONCOR may, by written notice sent to the contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the CONCOR's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

7.1.2 The Services that are for rendered within 30 days after the Contractor's receipt of notice of termination shall be paid by the CONCOR at the Contract terms and rates.

Signature of the tenderer_:



8. Resolution of Disputes

- 8.1 The CONCOR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 8.2 In the event of failure to resolve a dispute the disputes shall be referred to the sole arbitration appointed by MD/CONCOR. There will be no objection if the sole arbitrator appointed by MD/CONCOR is an employee of CONCOR provided he has not previously dealt with the case.

9. Applicable Law

- 9.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

10 Notices

- 10.1. Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax / telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 10.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

11. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, license fees, etc. except for charges as mentioned in clause 3.7 of chapter IV. No tax or duty will be payable by the CONCOR.

12 Communication to be in writing

All notices, communication, references and complaints made by the CONCOR and supplier inter-se concerning the works shall be in writing and no notices, communication, references or complaints not in writing shall be recognized.

13 Confidentiality of official documents

The documents/drawings and information etc., which supplier would come across in the normal course of the execution of this contract will not be divulged to any other party without the written permission from CONCOR.



SECTION IV Special Conditions of Contract

1. **General**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is conflict provisions herein shall prevail over those in the General Conditions of Contract.

2. **Performance Security**

Within 10 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the CONCOR for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

3. **Terms & Conditions**

- 3.1 The contract price shall remain firm throughout the contract period except for variation in fuel prices. CONCOR will increase or decrease the rates at six monthly frequency @ 4% for every 10% increase or decrease in base fuel price due to any govt. notification etc. duly supported by documentary evidence on pro-rata basis.

First rate revision would be done only after 6 months from the date of submission of tender, wef 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 one year on, says 16th April 2005, there will be one rate revisions due during one year period. The rate revision would be due w.e.f. **16th Nov 2006.**

The rate revision would be regulated by the following formula:

$$\% \text{ Increase in contracts rates} = (P1 - PB)/PB \times 40$$

Where

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

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

Illustration:

Suppose the fuel 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 **16th Nov 2005**. According to the formula, %age increase in contract rates will be as under:

For rate revision (on **16/11/2005**)

$$= (P1 - PB)/PB \times 40$$

$$= (25.20 - 22.20)/22.20 \times 40$$

= 5.40% i.e. an increase of 5.40% in the originally accepted contract rates on which rate revision is specially provided for in the contract.

Signature of the tenderer: _____



- 3.2 The agency will ensure that the vehicle is to report half an hour before the reporting time as per direction given by the User.
- 3.3 The agency shall provide the vehicle along with driver and fuel in good running condition and the agency shall be responsible for overall maintenance and repairs.
- 3.4 The agency shall ensure that the driver so deployed in the said vehicle is of good character, courteous and possess a valid driving license. The driver deployed should be healthy, free from contagious diseases.
- 3.4 The vehicles deployed shall be post **01.06.2003** make, with standard seating condition. The interior of the vehicle should be clean and hygienic.
- 3.5 In the event of any en route breakdown of the vehicle OR no vehicle reporting at stipulated time, the agency shall arrange for alternative vehicle of the same type with in one hour, failing which CONCOR will make their own arrangement and the cost of making such arrangement will be adjusted with the monthly bills. In case of any break downs/absent occurred for 3 occasions in a month, CONCOR reserves the right to cancel the CONTRACT with out giving any notice.
- 3.6 In case the agency fails to provide the vehicle as per the specified time and schedule, non-performance/deficient service is found CONCOR may impose a penalty upto Rs.2000/- per vehicle for each such case of default. And CGM has final authority to decide on the magnitude of penalty in each case.
- 3.7 The toll charges, parking fee, entry fee etc which are incidental to operation of the vehicle will be reimbursed by CONCOR subject to production of original receipt.
- 3.8 The service tax will be payable as per the rules from time to time.
- 3.9 The agency should maintain Logbook. Duly signed by the user & submit the same along with the bill for payment. In case the agency fails to maintain the logbook a fine of Rs.200/- per day may be imposed. Maintenance of logbook is a pre-condition for releasing the monthly payment.
- 3.10 The rate quoted by the agency shall be final and no upward revision is permissible for whatsoever reasons prevailing in the market, during the tenure of the contract period and even in extension period also.
- 3.11 The agency should not make any overwriting in the logbook.
- 3.12 At any stage, if any discrepancy is found in the bill, it will be summarily rejected for payment.
- 3.13 The agency should maintain punctuality.
- 3.14 CONCOR has the right to attach the hired vehicle to any eligible officers or its urban agglomeration in future, for any period/periods during the currency of the contract.

Signature of the tenderer : _____



- 3.15 The driver should be in the uniform provided by the agency, on duty hours. The cost incurred for the uniform, will be borne by the travel agency. Colour of uniform will be decided by CONCOR.
- 3.16 The agency shall submit the bill in the 1st week of every month for previous months billing along with copies of logbook duly signed by the user.
- 3.17 Agency has to quote the rates in both words as well as figures. In case of any discrepancy the rate quoted in words will be treated as final quote.
- 3.18 The driver should be literate and should not be under intoxication and also should not smoke while driving.
- 3.19 CONCOR does not take any responsibility of the vehicle if involved in any accident while on duty on hire basis.
- 3.20 The vehicle should be insured comprehensively and renewed by the Contactor from time to time.
- 3.21 The vehicle should have been registered after 01-06-2003 and the RC-Book should always available in the Vehicle.
- 3.22 The driver should be provided with all tools accessories and spares and capable of to attend to minor repairs.
- 3.23 The driver should normally able to read write English & Hindi and the driver should make his own arrangements for his break fast, lunch, tea etc., while on duty
- 3.24 The Vehicle should be provided for 6 days in a week.
- 3.25 For the purpose of calculation of minimum per month kilometer of 2500km, it should be reckoned from distance covered between place of reporting to place of release
- 3.26 Copies of the RC book of the vehicle, Insurance Certificate, Owner Ship Proof should be enclosed along with the Tender.
- 3.27 The rate should be quoted in the prescribed format given in Section-V (Price Schedule).
- 3.28 In case the car is booked on Sundays and/or on Holidays of CONCOR, the payment will be made on the basis of rate per Km or rate per hour whichever is higher.
- 3.29 The contract will be initially for one year from the date of award. CONCOR may extend the contract for another one-year depending up on the performance of the travel agency on mutually agreed terms and conditions. Regardless of the above it will be obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the

Signature of the tenderer : _____



contract even beyond contract period for at least 4 (four) months or till the new contract is finalized.

- 3.30 The price should include Fuel, Driver wages & maintenance for the vehicle and including all taxes applicable to vehicle except service tax.
- 3.31 CONCOR reserves the right to cancel the contract at any time with one-month notice without assigning any reason.
- 3.32 The Travel Agency will be responsible for any omission and commission with reference to RTA, Insurance and violation of Traffic rules.

4. STATUTORY

- 4.1 The contractor should indemnify the CONCOR from all statutory provisions such as Contract Labour Act, Minimum Wages, Payment of Wages, Workmen Compensation Act, and Industrial Dispute Act etc.
- 4.2 CONCOR is not at all liable for any unforeseen accidents take place including fatal during the currency of contract.

5. Payment terms

The Payment will be made by the CONCOR once in a month on production of bills with a copy of log book duly certified by the CONCOR officials. The payment will be made in the form of DD/Cheque after deducting TDS. However any delay in payment will not confer any right on the contractor to stop supply of vehicle or hamper the service in any manner.

- 6. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant to Clause 8 of the general conditions shall be as follows: In a case of dispute between CONCOR and Supplier, the dispute shall be referred to arbitration in accordance with Indian Laws (Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof following rules of Indian Council of Arbitration).

7. Notices

For the purposes of all notices, the following shall be the address of the CONCOR and Supplier:

CONCOR: Container Corporation of India Ltd.,
509, 5th Floor, ATMA house, Ashram Road, Ahmedabad.

Supplier: (To be filled at the time of Contract signature)

.....
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SECTION V

BID FORM AND PRICE SCHEDULES

Date:.....20.....

Contract No.:.....

To: (Name and address of CONCOR)

Gentlemen:

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of.....(Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (Number) days and to complete delivery of all the items specified in the Contract within (Number) days calculated from the date of receipt of your Notification of Award/Letter of Credit.

If our bid is accepted we will obtain the guarantee of a bank in a sum not exceeding % of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of (Number) days from the date fixed for bid opening under Clause 14 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20

Signature:
(in the Capacity of):
Duly Authorized to sign bid for and on behalf of

Signature of the tenderer :



SCHEDULE OF RATES
(FOR PIPAVAV TERMINAL PIPAVAV)

Tata Sumo	Monthly Charges in Rs.	EXTRA PER KM.	EXTRA PER HOUR
NON AC	Rs.(inFig.)..... (InWords).....	Rs.(inFig.)..... (InWords).....	Rs.(inFig.)..... (InWords).....

Signature of Tenderer

Signature of the tenderer_

