

CONTAINER CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

WESTERN REGION

TENDER DOCUMENT

FOR

CONTRACT

FOR

“LONG LEAD TRANSPORTATION” – (SERVICE-A),

OF

RTS CONTAINERS

FOR

INLAND CONTAINER DEPOT, PITHAMPUR

INDORE

(Signature of the Tenderer)

Ref. No.: CON/WR/H&T_PTM/05/06

TENDER DOCUMENT PRICE : Rs. 5000/-

**TENDER FOR CONTRACT FOR "LONG LEAD TRANSPORTATION" – (SERVICE-A), OF RTS
CONTAINERS FOR ICD, PITHAMPUR, INDORE FOR A PERIOD OF 3 YEARS,
FROM THE DATE OF COMMENCEMENT OF CONTRACT**

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

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

NAME :

DESIGNATION :

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 1500 HRS ON **23rd Feb'06**, AT THE OFFICE OF CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5TH FLOOR, NEW ADMINISTRATIVE BUILDING, CENTRAL RAILWAY, D.N. ROAD, MUMBAI - 400 001.

TENDERS CONTAINING PRE-QUALIFICATION BIDS WILL BE OPENED AT 1530 HRS ON **23rd Feb'06**, AT THE ABOVE ADDRESS.

(Signature of the Tenderer)

<u>CONTENTS</u>	<u>PAGE NOS.</u>
<u>CHAPTERS</u>	
I) TENDER LETTER	04 TO 05
II) GENERAL INSTRUCTIONS TO THE TENDERERS	06 TO 11
III) SPECIFIC INSTRUCTIONS TO THE TENDERERS REGARDING PRE-QUALIFICATION BID	12 TO 14
IV) SCOPE OF WORK	15 TO 21
V) TERMS & CONDITIONS GOVERNING THE CONTRACT	22 TO 43
<u>ANNEXURES</u>	
I) LETTER OF SUBMISSION OF TENDER	44 TO 45
II) AGREEMENT FOR ACTING AS TRANSPORT CONTRACTOR (TC)	46 TO 47
III) DRAFT BANK GUARANTEE BOND	48 TO 49
IV) PARTICULARS OF EQUIPMENTS/VEHICLES OFFERED	50 TO 53
V) SCHEDULE OF RATES	54

THIS TENDER DOCUMENT CONSISTS OF 54 PAGES. THE TENDERERS ARE REQUESTED TO CHECK THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME.

THE TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.

ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY INTENDING TENDERER AND EMBOSSED WITH OFFICIAL SEAL AT THE TIME OF SUBMISSION.

(Signature of the Tenderer)

CHAPTER-I**TENDER LETTER**

Dear Sir,

The complete set of tender papers for this contract for "**Long Lead Transportation**" – (**Service-A**) of RTS containers, as defined subsequently in this tender document, for the ICD (Inland Container Depot) of CONCOR (Container Corporation of India Ltd), at Pithampur, Indore, is enclosed. You may note that this contract has also been designated as contract for **Service-A** in order to distinguish it from another contract for "**Terminal Handling and Transportation**" of containers, for ICD Pithampur & Rail Head at Ratlam, designated as **Service-B**.

The contract for **Service-B** pertains to a separate contract for the handling of cargo/ containers at ICD Pithampur & Rail Head at Ratlam & their short-lead transportation (One Way Empty/One Way Loaded) between ICD & the factory premises of shippers/importers for the purpose of factory stuffing/de-stuffing.

You may kindly note that the existing contractor assigned with the task of performing 'Service-B' is excluded from participating in the bidding process for 'Service-A'. Similarly, the final awardee of this contract for 'Service-A' will not be considered for competing further for 'Service-B' tender, if and when the same is floated, during the currency of 'Service-B' contract.

Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances.

Chapter I	-	Tender letter
Chapter II	-	General Instructions to the Tenderers
Chapter III	-	Specific Instructions to the Tenderers Regarding Pre-Qualification Bids
Chapter IV	-	Scope of Work
Chapter V	-	Terms and Conditions Governing the Contract
Annexures I to V		

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

You are required to submit your offer in two separate sealed envelopes. The first sealed envelope should contain all the documents listed in the Chapter-III on "Specific Instructions to the Tenderers Regarding Pre-Qualification Bids". Please ensure that all the documents listed in this Chapter are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly superscribed as "**Pre-Qualification Bid**".

The second sealed envelope should contain only the **Schedule of Rates (Annexure-V)** completely filled by you as mentioned in para-6 of the Chapter-II on **General Instructions to the Tenderers**. Please ensure that the page of the **Schedule of Rates** is signed by you or your authorized representative before submitting it. This envelope should be clearly superscribed as "**Financial Bid**".

Both the sealed envelopes should again be sealed in one envelope and duly superscribed as "**Tender for contract for "Long Lead Transportation" – (Service-A), of RTS containers for ICD, Pithampur, Indore**". This envelope, duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., 5th floor, New Administrative Building, Central Railway, D.N. Road, Mumbai 400 001 on or before **1500 hrs** on **23rd Feb'06**. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

(Signature of the Tenderer)

The envelopes containing the "**Pre-Qualification Bids**" only will be opened at **1530 hrs** on **23rd Feb'06** in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of tenderers. The envelopes containing the "Financial Bids" of only such tenderers who qualify after consideration of the "Pre-Qualification Bids" will be opened on a subsequent date and time to be notified to the suitable tenderers.

CONCOR reserves the right to

- a) Accept or reject any or all the **Pre-Qualification Bids** in part or in full without assigning any reasons.
- b) Accept or reject any or all the **Financial Bids** in part or in full irrespective of their being the lowest without assigning any reasons.
- c) Relax the tender conditions at any stage, if considered necessary, for the purpose of finalizing the contract in the overall interest of CONCOR and the trade.

Please note that the word containers will mean all the different types of containers which are built for carriage of cargo as per ISO standards. The tenderers may also note that in this tender document the word "trailer" signifies a "prime mover" & a trailer fitted with container securing arrangements.

Tenderers may download the tender document from our web site and same may be submitted alongwith the cost of tender document by way of demand draft/pay order in favour of "Container Corporation of India Ltd." 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 be liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any losses accrued due to such alteration in the terms and condition of tender document.

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

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

You are requested to ensure that the tender documents, including the **Pre-Qualification Bid** and the **Financial Bid**, are submitted after full consideration and understanding of the work envisaged under this contract for "**Long Lead Transportation**"– (**Service-A**), of RTS containers for ICD, Pithampur, Indore, as defined subsequently.

Thanking you,

Yours faithfully,

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

(Arvind Bhatnagar)
Chief General Manager

(Signature of the Tenderer)

CHAPTER II

GENERAL INSTRUCTIONS TO THE TENDERERS

1. PREAMBLE

- 1.1 ICD Pithampur, near Indore, is one of the important ICDs in the country under management of CONCOR (Container Corporation of India Ltd.). Under this tender document the contract to be awarded pertains to activities of “**Long Lead Transportation**” of RTS containers. The contractor to be appointed will be referred to as the **TC** (Transport Contractor) hereinafter, and shall be responsible for arranging transportation of containers by road, as per details given in Chapter-IV on **Scope of Work**.

2. SCOPE OF WORK

- 2.1 The scope of work is described in greater detail in the Chapter-IV on **Scope of Work**. Briefly, it shall include:
- Long-lead transportation of containers by road between ICD Pithampur and Gate-way Ports at Mumbai under **RTS**. (RTS is explained in sub-para 2.1 in Chapter-IV).
- 2.2 The detailed scope and the quantum of anticipated work is indicated in the Chapter-IV on **Scope of Work**. It is, however, clarified that the scope and quantum of work indicated is subject to variations/adjustments depending upon the actual requirement. Any variations, additions and/or deletions in the items of work actually to be carried out shall not form the basis of any claim against CONCOR or of any claim for compensation on this account.

3. BONAFIDE OFFERS

- 3.1 The tenderer should be an established Transport Operator for making his bid for this contract which shall mean an entity :
- 3.1.1 having required previous experience (as described in sub-para-3.2 of Chapter-III on "Specific Instructions to the Tenderers Regarding Pre-Qualification Bids") in the same name in which he is applying for this contract;
- 3.1.2 having sound financial standing as described in para-4 of same Chapter;
- 3.1.3 possessing requisite number of Road Vehicles/Trailers while bidding for the contract under ownership/leasing arrangements (as described in the Chapter-V on "Terms and Conditions Governing The Contract");
- 3.1.4 having adequate number of technically/professionally qualified personnel with him to manage the work envisaged in the relevant contract efficiently;
- 3.1.5 meeting all other requisites laid down in Chapter-III on "Specific Instructions to Tenderers Regarding Pre-Qualification Bids".

(Signature of the Tenderer)

4. TENDER DOCUMENTS

- 4.1 The tender documents shall consist of documents required for the **Pre-Qualification Bid** and the documents required for the **Financial Bid**.
- 4.2 The following documents shall be submitted in the **Pre-Qualification Bid** :-
- 4.2.1 Letter of Submission of Tender (Annexure-I).
- 4.2.2 Detailed list indicating documents/statements submitted as part of **Pre-Qualification Bid**.
- 4.2.3 Crossed demand draft for earnest money.
- 4.2.4 Experience certificates for prescribed volumes and years in original.
- 4.2.5 Documents indicating ongoing contracts in hand, if any.
- 4.2.6 Documents regarding financial standing of the company, including net worth.
- 4.2.7 Documents regarding constitution of the company.
- 4.2.8 Statement of Equipment owned and to be deployed under the contract in the format given in Annexure-IV along with proof of owning/leasing in form of copies of registration certificates of equipment and letters from actual owners regarding their leasing it to the tenderer for the duration of contract.
- 4.2.9 Power of Attorney (if required)
- 4.2.10 This tender document with all pages intact (except Annexure V); duly embossed (with official seal) and signed by the tenderer or any such person as is legally authorized to sign for and on his behalf.
- 4.3 The following documents shall be submitted in the **Financial Bid** :-
- 4.3.1 The **Schedule of Rates** given at Annexure-V duly filled and signed by tenderer.
- 4.4 The tender documents must be submitted in the manner prescribed in the tender letter, subsequent Chapters of the tender document, and, as indicated further below, failing which the tender is liable to be rejected.

5. COMPLETION OF TENDER DOCUMENT

- 5.1 The tender should be complete in all respects and should contain all the information including details of previous experience in the field of present business, availability of trailers, availability of trained staff and financial standing, which would enable CONCOR to evaluate the pre-qualification bids and decide the credentials of the tenderer for performing/doing the job.
- 5.2 The tender form complete in all respects, including the **Pre-qualification Bid** and the **Financial Bid**, placed in separate sealed envelopes, should be placed in a sealed envelope superscribing "**Tender for contract for Long Lead Transportation**" – **(Service-A), of RTS containers for ICD, Pithampur, Indore**" as described in sub-para 7.1 below.

(Signature of the Tenderer)

- 5.3 Tenders containing omissions or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.
- 5.4 Please note that incomplete or conditional tenders are liable to be rejected.
- 5.5 Tenderers are required to quote rates for all items of work mentioned in the "Schedule of Rates" (Annexure-V) both in figures as well as in words. In case of any discrepancy between the two, the rates quoted in words will be taken to be correct. Tender with incompletely filled schedules may not be entertained.
- 5.6 If the tenderer deliberately gives wrong information or conceals some facts in his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tenders/contract at any stage.
- 5.7 Each page of the tender document should be signed and dated by the tenderers or such person(s) on his behalf as is legally authorized to sign for and on his behalf in the manner described below in sub-paras 5.8 to 5.10.
- 5.8 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.
- 5.9 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.
- 5.10 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by the duly authorized 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/tender 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.

6. SCHEDULE OF RATES

- 6.1 All rates shall be quoted only on the proper form i.e. Annexure-V and the page of this Schedule of Rates shall be signed in full by the tenderer or his authorized signatory as described in sub-paras 5.8 to 5.10 above.
- 6.2 The Schedule of Rates should be filled in carefully after considering all the aspects of work as described in the Chapter-IV on "Scope of Work". **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 in the contract he is bidding for, or did not understand or did not have full knowledge of site conditions, method of working of ICDs, various laws applicable to the work relating to ICDs, Labour Laws and local labour practises, various distances involved in the transportation work etc.
- 6.3 Any overwriting in the **Schedule of Rates** should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory. The total no. of cuttings on the page must be mentioned at the bottom of the page.

(Signature of the Tenderer)

- 6.4 The tenderers may be required to submit an analysis of rates if called upon to do so by CONCOR.
- 6.5 Any variation, addition and/or omission 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 rates quoted by the tenderer shall be applicable irrespective of the volume of work.
- 6.6 CONCOR reserves the right to re-tender or modify the Terms & Conditions of the tender.
- 6.7 Tenderer shall not increase his/their quoted rates in case the CONCOR management negotiates for the reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of original offer and the rates quoted will be binding on the tenderer.

7. SUBMISSION OF TENDERS - TIME LIMIT/MODE

- 7.1 The tender documents duly completed should be submitted in two separate parts as described in the **Tender Letter**. The first part should be sealed in a separate envelope and superscribed as "**Pre-Qualification Bid**". This envelope should contain all the documents listed in the Chapter on "**Specific Instructions to Tenderers Regarding Pre-Qualification Bid**". The second part will consist of the "**Financial Bid**" for Transportation, of containers for Inland Container Depot, Pithampur, Indore & the second envelope should be superscribed similarly. Only the **Schedule of Rates** as given in Annexure-V should be completely filled and signed and sealed and placed in this envelope. Both the envelopes should again be sealed in one envelope and duly superscribed as "**Tender for contract for Long Lead Transportation – (Service-A), of RTS containers for ICD, Pithampur, Indore**".
- 7.2 The tenders duly completed as described in para-5 above must reach the designated office of Chief General Manager, Container Corporation of India Ltd., 5th floor, New Administrative Building, Central Railway, D.N. Road, Mumbai 400 001 before **1500 hrs** on or before **23rd Feb'06**.
- 7.3 The tenders will be opened at CONCOR's office, located at the above address at **1530 hrs** on **23rd Feb'06**. Only the envelope containing the **Pre-Qualification Bid** will be opened on this date. The tenderers or their duly authorized representative(s) may be present at the time of opening of the tenders, if they so desire.
- 7.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Any tender delivered or sent otherwise will be at the risk of the tenderers. In case the date of opening of the tender is declared a holiday, the tender will be received till and opened on the next working day at the same timings specified as above.
- 7.5 The Director, CONCOR reserves the right to extend the date of submission of the tender.

8. EARNEST MONEY

- 8.1 Each tenderer shall be required to deposit a sum of **Rs. 3,00,000/- (Rupees three lakhs only)** as earnest money along with the Pre-Qualification Bid in the form of a crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue. No interest shall be allowed on the earnest money deposited.

(Signature of the Tenderer)

9. STUDY OF LOCAL CONDITIONS

- 9.1 The tenderers are advised in their own interest to visit the site of work and acquaint themselves with all local conditions, means of access to the work, nature of work, labour requirements, local labour practises, RTO rules etc.

10. VALIDITY OF OFFER

- 10.1 It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **120 days** of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount in sub-para 8.1 shall be liable to be forfeited to CONCOR.

11. ACCEPTANCE OF TENDER

- 11.1 The authority for rejecting the tender at any stage and the acceptance of the tender documents and tendered rates will rest with the Director, 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 the matter.
- 11.2 Acceptance of tendered rates will be communicated by Cable/Telex/Telegram/Express Letter or Formal Acceptance of tender. In case where acceptance is indicated by Cable/Telex/Telegram or Express Letter, the Formal Acceptance of tender will be forwarded to the successful bidder as soon as possible, but the Cable/Telex/Telegram or Express Letter should be deemed to conclude the contract.
- 11.3 All the documents accompanying the tender & submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 11.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 11.5 On acceptance of the tender, the name of accredited representatives of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.

12. EXECUTION OF CONTRACT DOCUMENT

- 12.1 The successful tenderer whose tender is finally accepted shall be required to appear at the office of the Chief General Manager, Container Corporation of India Ltd., 5th floor, New Administrative Building, Central Railway, D.N. Road, Mumbai-400 001, in person or a duly authorized representative shall so appear and submit the requisite Security Deposit, bank guarantee/FDR and execute the contract documents as stipulated in Chapter-V on Terms and Conditions Governing the Contract of this tender document within **ten** days of the date of issue of communication from the CONCOR's office and start the work by date stipulated by the Chief General Manager which will most likely be a date not exceeding ten days from the date of issue

(Signature of the Tenderer)

of Letter of Intent. Failure to do shall constitute a breach of the contract concluded by the acceptance of the tender leading to forfeiture of earnest money deposit besides any other action that CONCOR might take as per Terms & Conditions stipulated in this document.

13. CONFIDENTIALITY OF TENDER DOCUMENTS

13.1 The tenderer shall treat the contents of the tender documents as private and confidential.

14. POSTAL ADDRESS FOR COMMUNICATION

14.1 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.

15. TENDERS THROUGH WEBSITE OF CONCOR

15.1 The bidders who are downloading the tender document from the CONCOR website **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.**

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 tender document, the tender shall be liable for rejection.

The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the tender terms and conditions.

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.

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

(Arvind Bhatnagar)
Chief General Manager

(Signature of the Tenderer)

CHAPTER - III

SPECIFIC INSTRUCTIONS TO THE TENDERERS REGARDING PRE-QUALIFICATION BID

1. INTRODUCTION

- 1.1 The Financial Bid in the form of Schedule of Rates will be opened and considered only for those tenderers who fulfil the requirements listed in this Chapter and whose Pre-Qualification Bids are accepted as valid by the Director, CONCOR.
- 1.2 The tenderers are requested to study the entire tender document/form before preparing and submitting the Pre-Qualification Bid.
- 1.3 All the documents required for the Pre-Qualification Bid should be put in a separate envelope, sealed and superscribed clearly as "**Pre-Qualification Bid**".
- 1.4 All the documents listed in this Chapter, except Bank Demand Drafts shall be countersigned by the tenderer.
- 1.5 Tenderer should provide all the documents required to be submitted with the Pre-Qualification Bid along with details of the demand draft in the envelope for Pre-Qualification Bid. A list should be enclosed giving details of all the requisite attachments.
- 1.6 The Letter of Submission of Tender, (**Annexure-I**), duly signed by the tenderer giving complete address, telephone numbers etc. should be submitted as a part of the Pre-Qualification Bid. The Letter of Submission of Tender should be submitted as the Top-Sheet of the Pre-Qualification Bid.
- 1.7 The tenderer should detach Annexure-V and submit the entire remaining tender document along with other documents listed in this Chapter as a part of the Pre-Qualification Bid.
- 1.8 The tenderer should ensure that all the necessary documents are submitted in original and countersigned by him or his authorized representative. In rare cases where it is not possible to submit original documents, the tenderer may submit photocopies duly certified by a Gazetted Officer of Govt. of India. However, the original document shall be submitted by the tenderer for scrutiny and verification by CONCOR at any time during consideration of the tender and failure to do so may result in rejection of the tender.

2. EARNEST MONEY

- 2.1 Each tenderer shall be required to deposit a sum of **Rs. 3,00,000/- (Rupees three lakhs only)** as earnest money along with the Pre-Qualification Bid in the form of a crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue.
- 2.2 It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to

(Signature of the Tenderer)

accept work order or failing to furnish the requisite Security Deposit, the aforesaid amount in sub-para 2.1 shall be liable to be forfeited to CONCOR.

- 2.3 No interest shall be allowed on the earnest money deposited with CONCOR and also on Security Deposit as referred to under paras below.
- 2.4 The earnest money deposited by the successful tenderer will be adjusted towards their Security Deposit referred to in para-5 of Chapter-V on Terms and Conditions of contract below, subject to the conditions stipulated in sub-para 2.2 & 2.3 above. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalized. No interest shall be allowed on the earnest money deposited with CONCOR by the unsuccessful tenderers.

3. STATUS AND PREVIOUS EXPERIENCE OF TENDERER

Tenders not supported by satisfactory credentials shall be liable to be rejected.

- 3.1 The status of the tenderer must be in accordance with options indicated in sub-paras 5.8 to 5.10 of Chapter-II with necessary registration. The company or the firm or the Co-operative Society should be in existence for a minimum of three years.
- 3.2 The tenderer must have prior experience of minimum three years, of satisfactory Transportation of at least 1500 TEUs per annum in any three out of preceding five years, i.e., 2000-2001, 2001-2002, 2002-2003, 2003-04 & 2004-05 in the same name/firm composition in which he is applying for this tender. He should enclose the documents/certificates in proof of this in form of such documents and certificates that can prove his previous technical and commercial experience in undertaking similar transportation as described in the Chapter on Scope of Work. The tenderer should also submit documents to give proof of his having adequate number of technically/professionally qualified personnel to manage the work envisaged in the contract efficiently. A list of persons proposed to be deployed for this work must be enclosed.
- 3.3. The tenderer should also give a list of his ongoing contracts on hand, if any, for similar kind of work of transportation of containers, indicating clearly the name of the party, volume of work and duration of contract.
- 3.4 CONCOR reserves the right to ignore the tender received from any tenderer who may be in the same line of business i.e. competing with CONCOR.

4. FINANCIAL STANDING OF TENDERER

- 4.1 The tenderer should have achieved a minimum turnover of **Rs. 1.5 crores** per annum in its business (in the same name in which he is submitting his offer) during two out of three preceding financial years, viz., 2002-2003, 2003-04 & 2004-05.
- 4.2 The financial statements for the years 2002-2003, 2003-04 & 2004-05 should be duly audited.
- 4.3 The tenderer must have a minimum net worth of **Rs. 60 lakhs** based on the last available financial statement/balance sheet.

(Signature of the Tenderer)

5. EQUIPMENT & OTHER FACILITIES

- 5.1 The minimum road vehicles required to be owned and deployed, for carrying-out the work tendered for, are described in para-13 of Chapter-V on Terms and Conditions. The tenderers are requested to peruse the same and give evidence of their owning and ability to deploy the requisite equipment for duration of the contract and submit the list of vehicles proposed to be deployed under this contract.
- 5.2 All the trailers proposed to be deployed by a bidder should be in good fettle and capable of transporting 20'/40' containers in accordance with ISO standards stipulated for container transportation.
- 5.3 The tenderer bidding for this contract shall attach a Statement of Equipment giving complete description of Trailers proposed to be deployed. The make/model, year of manufacture, registration details, mechanical condition, ownership etc. of the equipment should be clearly indicated. Original supporting documents and the attested copies like registration papers of the trailers may be required to be produced for verification subsequently by CONCOR.
- 5.4 The ownership of the equipment should be indicated clearly and in the case of equipment not owned by the tenderer, beyond the minimum prescribed under ownership, a letter/agreement from the owners for the use of such equipment by the tenderer during the **entire duration** of the contract shall be enclosed.
- 5.5 Failure to submit the information and documents mentioned in sub-paras mentioned above along with Pre-Qualification Bid will render the tender liable for rejection.

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

(Arvind Bhatnagar)
Chief General Manager

(Signature of the Tenderer)

CHAPTER - IV

SCOPE OF WORK

1. PREAMBLE

- 1.1 ICD Pithampur, near Indore, is one of the important ICDs in the country under management of CONCOR (Container Corporation of India Ltd.). Under this tender document the contract to be awarded pertains to activities of **“Long Lead Transportation”** of RTS containers. The contractor to be appointed referred to as the **TC** (Transport Contractor) hereinafter, shall be responsible for arranging transportation of containers by road, as per details given in this Chapter. It is, however, clarified that the scope of work indicated here is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.2 The scope of work will include the following activities :
- Long-lead transportation of containers by road between ICD Pithampur and Gate-way Ports at Mumbai under **RTS**. (RTS is explained in sub-para 2.1 in this Chapter).
- 1.3 CONCOR is required to sign **“Continuity bond”** to be furnished to the Customs which permits CONCOR to transport custom bonded containers. The **TC** shall be required to counter sign this Continuity bond as the Surety & the TC shall be responsible for the carriage of such containers in his charge.
- 1.4 The Scope of Work as described in this Chapter may vary as mentioned above &, therefore, shall not be a basis for any dispute with regard to rates or for alteration of Terms and Conditions. Doubts, if any, about the interpretation of any of the clauses in this Chapter shall be referred to Director, Container Corporation of India Ltd., whose decision in the matter shall be final and binding on the **TC**.
- 1.5 The **TC** shall arrange his own staff including trained supervisors/operators/workers, trailers as described in the **Chapter-V on Terms and Conditions** for carrying-out the work described in the paras below, for this contract.
- 1.6 The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions and the facilities at the ICD, and with the Industrial Areas in and around Pithampur, Indore, Mangliyagaon, Dewas, Nagda, Mandideep/Bhopal etc. They are also advised to familiarise themselves with the procedures and method of working of various ICDs/CFSS and Ports.
- 1.7 The **TC** will be required to post adequate Managerial and supervisory staff at ICD Pithampur and also at Mumbai/JNPT to co-ordinate the transportation for this contract.
- 1.8 The **TC** appointed by CONCOR shall not obtain any work in catchment area of ICD Pithampur that will be detrimental to CONCOR's business interests. The **TC** shall not operate in the business of container transportation in Pithampur, Ghatabillod, Rau, Indore, Mangliyagaon, Dewas, Nagda, Mandideep, Bhopal etc. and anywhere en-route between Mumbai to ICD Pithampur. Penalty to the extent of Rs. 1 lakh per case may be imposed on the **TC**, if any such case comes to the notice of CONCOR management & if CONCOR management is reasonably convinced about the same. The decision of Director, CONCOR in all such cases shall be final & binding on the **TC**. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the **TC** has his stake so far as his business interests are concerned.

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2. BRIEF DESCRIPTION OF WORK

2.1 COMPOSITE TRANSPORTATION CYCLE :-

CT-1. ROUND TRIP SERVICE (RTS) EXPORT CYCLE FOR MOVEMENT OF CONTAINERS FROM MUMBAI TO ICD AND BACK INVOLVING STUFFING OF RTS CONTAINERS AT ICD (MUMBAI → ICD → MUMBAI) :

This cycle of activity will be a round trip cycle requiring the **TC** to make all arrangements to pick-up the nominated empty containers, on suitable trailers with suitable orientation (two 20' containers on one 40' trailer not permitted), from Gate-way Ports/CFSS/Private Container Yards in Mumbai as directed by CONCOR Officials; move them directly to ICD in a manner so as to make them available on the date & time of stuffing as desired by the shipper; position the empty containers on said trailers at the specified place at ICD; arrange for container doors to be opened and closed subsequently after stuffing of export cargo; move them to the Gate-way Ports in Mumbai after Customs clearance on said trailers as directed by CONCOR Officials; deliver them there with seals intact and obtain receipt for the same on behalf of CONCOR. The **TC** shall arrange to deliver the receipt and other documents to CONCOR Officials or person/agency nominated for the said purpose.

Irrespective of the interval of time which may elapse between different parts of these operations, the work described in sub-para 2.1 (CT-1) shall constitute one cycle of activity. Charge to be paid to **TC** for this cycle of activity for transportation will be called **RCT-1**.

CT-2. ROUND TRIP SERVICE (RTS) EXPORT CYCLE FOR MOVEMENT OF CONTAINERS FROM MUMBAI TO ICD AND BACK INVOLVING STUFFING OF RTS CONTAINERS AT SHIPPERS' PREMISES (MUMBAI → SHIPPERS' PREMISES → ICD → MUMBAI) :

This cycle of activity will be a round trip cycle requiring the **TC** to make all arrangements to pick-up the nominated empty containers, on suitable trailers with suitable orientation (two 20' containers on one 40' trailer not permitted), from Gate-way Ports/CFSS/Private Container Yards in Mumbai as directed by CONCOR Officials; move them directly to the shippers' premises in a manner so as to make them available on the date & time of stuffing as desired by the shipper; position the empty containers on said trailers at the specified places; arrange for container doors to be opened and closed subsequently after stuffing of export cargo; move the export loaded containers to ICD after their sealing with Excise/ Consignee's/ Shipping-lines seals for customs formalities at ICD; move them to the Gate-way Ports at Mumbai/JNPT after Customs clearance on said trailers as directed by CONCOR Officials; deliver them there with seals intact and obtain receipt for the same on behalf of CONCOR. The **TC** shall arrange to deliver the receipt and other documents to CONCOR Officials.

Irrespective of the interval of time which may elapse between different parts of these operations, the work described in sub-para 2.1 (CT-2) shall constitute one cycle of activity. Charge to be paid to **TC** for this cycle of activity will be called **RCT-2**.

- NOTE :**
1. All the above cycle rates referred to in various sub-paras of sub-para 2.1 are purely transportation rates.
 2. The distances indicated in the transportation rate slabs in the **Schedule of Rates** refer to the one way distances but the rates would be composite rates for both way movements. For instance, for any factory located at a distance of 28 kms. from ICD but not falling within any of the areas listed in (a) to (e) of table on page 20, the relevant rate would be the rate RCT-2 (f).
 3. Making an empty container available on the date & time of stuffing given by a shipper has assumed extreme importance in International business. This fact assumes special significance in case of an **RTS container** which in our case will come from a distance of approximately

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650 kms from the ICD, to reach the desired place of stuffing. The tenderers may note that no trailer detention charges shall be payable to them in case of detention to their trailers carrying empty RTS containers to be stuffed at ICD or shippers' premises, as the case may be, if the desired container does not reach the nominated place of stuffing on the date of stuffing as desired by the shipper. The delay in arrival of empty RTS containers at the desired location (ICD/shippers' premises) may force the shipper to postpone/cancel the stuffing of the said container. In such situations, the **TC** may be permitted by CONCOR management to offload such empty RTS containers at the ICD, to save his trailers from getting detained which bring in such empty RTS containers. Such offloaded empty RTS containers will have to be made available at desired place of stuffing (ICD/Shipppers' premises) by the **TC**, on suitable trailers, at a subsequent date advised to him by CONCOR officials. The **TC** shall be required to carry out additional handling and transportation of such RTS containers, if any, at his own cost. The **TC** may utilize the services of handling & transportation provided by the H&T contractor of Service-B, if he so desires, at his own risk & cost. No additional handling/transportation charges shall be payable to the **TC** for carrying out additional activity of offloading/loading empty RTS containers at ICD, as a consequence of such delay, in all such cases. The total charges payable to the **TC** against the stuffing of such delayed empty RTS container by the same shipper at a subsequent date shall be the same as applicable for that location in normal circumstances had the container reached the Shipper in time for stuffing. If the stuffing of a delayed empty RTS container is cancelled by the original shipper & if such a delayed empty RTS container is stuffed by another shipper at the same or different location then the total charges payable to the **TC** shall pertain to charges applicable for an RTS container in normal circumstances for the said new location.

Situations will arise wherein an empty RTS container is finally not stuffed by **any** shipper (on an RTS basis) within a time frame which CONCOR may specify from time to time & the said container is required to be considered as a repositioned container by CONCOR. In all such cases the charges payable to the **TC** for the transportation of the said empty container from Mumbai to ICD shall be equal to **35% (thirty five percent)** of the "**Base Rate**" (explained below in para 2.2) payable to the **TC** for transportation of an RTS container meant to be stuffed at the ICD. No compensation shall be paid to the **TC** if such a situation results in empty movement of any trailer of the **TC**.

2.2 All the rates for transportation cycles (covered under sub-para 2.1 above) involving movement of loaded units to be quoted by the intending tenderers should be quoted as the "**Base Rates**" only, i.e., as the rates for following weight categories:

- 20' containers : Gross weight (container + cargo) up to 14 MT
- 40' containers : Gross weight (container + cargo) up to 25 MT

For containers with gross weight exceeding these limits, CONCOR shall provide relational rates as per following relationship:

Size of container	Gross weight (container + cargo) in MT	Rate to be paid to TC
20'	Up to 14 MT Gross	$X_1 = \text{"Base rate" as per tender}$
	Exceeding 14 MT but upto 20 MT	$X_2 = 1.20 * X_1$
	Exceeding 20 MT but upto 25 MT	$X_3 = 1.40 * X_1$
	Exceeding 25 MT	$X_4 = X_3 + 0.04 * X_1$ per additional MT or part thereof
40'	Up to 25 MT Gross	$Y_1 = \text{"Base rate" as per tender}$
	Exceeding 25 MT	$Y_2 = Y_1 + 0.03 * Y_1$ per additional MT or part thereof

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The above relationships are explained below with the help of an example which should make things clear. The tenderers are required to quote only X_1 and Y_1 rates for weight categories of up to 14 MT and up to 25 MT respectively for 20' and 40' containers. Let these be Rs. 12,000/- and Rs. 19,000/- respectively. Then, in this case, for other weight categories CONCOR will pay as per relationship illustrated below:

EXAMPLE

Size of container	Gross weight (container + cargo) in MT	Rate to be paid to TC
20'	Up to 14 MT Gross	$X_1 = 12,000$ (quoted by tenderer)
	Exceeding 14 MT but upto 20 MT	$X_2 = 1.20 * 12,000 = 14,400$
	Exceeding 20 MT but upto 25 MT	$X_3 = 1.40 * 12,000 = 16,800$
	Exceeding 25 MT	$X_4 = 16,800 + 0.04 * 12,000 (=480)$ per additional MT or part thereof
40'	Up to 25 MT Gross	$Y_1 = 19,000$ (quoted by tenderer)
	Exceeding 25 MT	$Y_2 = 19,000 + 0.03 * 19,000 (=570)$ per additional MT or part thereof

3. SCHEDULE OF QUANTITIES :-

- 3.1. CONCOR anticipates to transport the annual volumes mentioned in the table on page 20 for each category of transportation. This annual volume of traffic is given in terms of number of RTS containers for the complete cycle from Mumbai to Mumbai. It may, however, be clarified that the schedule of quantities indicated in this table are only an approximate estimate of the volumes expected under various heads of activities indicated in sub-paras above. **It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities.**

As mentioned in sub-para 3.1 the quantities shown in the table are only approximate estimates and shall not be a basis for any dispute with regard to the rates quoted by the tenderers/contractors or for the alteration of Terms and Conditions.

4. DETENTION OF TRAILERS

4.1 DETENTION OF TRAILERS AT FACTORY

- 4.1.1 The cycles of activity as described in sub-para 2.1 above involve stuffing of containers at the factory premises of the shippers entailing some detentions to the trailers. Following **free time** shall be provided by the **TC** for stuffing and allied activities at the Shippers' premises:

- 4.1.1.1 Day of demand for stuffing or the day of arrival of container on trailer at factory for stuffing whichever comes later plus one working day at the said factory premises.

NOTE : The **TC** may note that no trailer detention charges shall be payable to him in case of detention to his trailers carrying empty RTS containers to be stuffed at ICD or shippers' premises, as the case may be, if the desired container does not reach the nominated place of stuffing on the date of stuffing as desired by the shipper.

- 4.1.2 The **TC** will be permitted to raise charges for detention to trailers at shippers' factory premises, beyond the free time prescribed above, at the rate of Rs.800/- per 20' and Rs. 1000/- per 40' per

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day or part thereof, provided he has an acknowledgement from party of its responsibility in this respect & has intimated CONCOR of these delays in time enabling CONCOR to make necessary recoveries from the parties. Any technical innovation acceptable to CONCOR to prove the day & time of arrival at the factory may be accepted in lieu of acknowledgement from party.

4.2 **DETENTION OF TRAILERS AT ICD**

- 4.2.1 The trailers carrying loaded export containers may get detained at the ICD for Customs or other formalities, or for reasons beyond control of CONCOR management, or breakdown of handling equipment, etc. All efforts will be made to ensure that trailers are not excessively detained at the ICD. However, no detention charges shall be due or payable to the **TC** for detentions to trailers at the ICD.

4.3 **DETENTION OF TRAILERS AT OTHER LOCATIONS**

- 4.3.1 For detention of trailers at other locations like Gateway Ports (Mumbai), Container Yards of various Shipping Lines (Mumbai), enroute between ICD & Mumbai, enroute between ICD & Shippers'/Importers' premises etc. no detention charges shall be payable, the reason for detention notwithstanding.

5. **CUSTOMS EXAMINATION**

- 5.1 It should be clearly understood by the **TC** that the handling and transportation of containers at ICD, Pithampur, Indore is primarily for the purpose of import/export of cargo in containers. The activities described in para-2 will involve examination and clearance by Customs Officials at various stages. The **TC** shall facilitate such examination whenever directed to do so by Customs or CONCOR Officials. Customs examination along with other associated work shall be included in the items of work described in the relevant paras mentioned earlier and no separate payment will be due for the same.
- 5.2 The delays resulting from examination and release of cargo/containers by Customs will not cause a ground for claim of any sort by **TC** on CONCOR.

6. **MONITORING OF TRAILER MOVEMENT & KEEPING CONCOR/SHIPPERS/IMPORTERS INFORMED.**

- 6.1 The **TC** shall develop systems to keep a track of all the trailers moving between Mumbai/JNPT & ICD/Shippers' premises & vice-versa. Daily reports indicating all the relevant details in the format prescribed by CONCOR in a manner specified in sub-para 11.27 of Chapter-V shall be sent.

7. **TRANSIT INSURANCE/LIABILITY INSURANCE**

The **TC** will be required to take a transit/liability insurance policy for transportation of containers & containerized cargo & also for allied activities/risks, if any, as per the directions of CONCOR from a General Insurance Company.

(Signature of the Tenderer)

8. INCIDENTAL WORK

- 8.1 In the course of carrying-out the work indicated in this Chapter and other Chapters of this tender document the following general duties will also have to be performed by the **TC** for which no additional/separate payment will be made :
- 8.1.1 Allowing handling of containers and cargo in the manner required by CONCOR/Customs Official whenever a check is warranted due to defective seals, damage to containers etc.
- 8.1.2 Moving of loaded or empty containers loaded on trailers or platforms within the ICD/CFS as deemed necessary by CONCOR officials for the convenience of handling traffic within ICD/CFS.
- 8.1.3 Weighing of outward and inward loaded containers, if required.
- 8.1.4 Ancillary works related to above, as directed by CONCOR officials

FIGURES FOR ANNUAL VOLUME OF TRAFFIC

Rate Category	Schedule of activity	Para of Scope of work	20' Container (in nos.)	40' Container (in nos.)	
II. Round Trip Service (RTS)					
(Base Rate)					
CT-1	Mumbai → ICD → Mumbai	2.1 (CT-1)	10	60	
CT-2	Mumbai → Factory → ICD → Mumbai with factory location at	2.1 (CT-2)			
	a. Pithampur/Ghatabillod		60	500	
	b. Indore/Mangliyagaon		70	400	
	c. Dewas		10	20	
	d. Nagda		50	600	
	e. Bhopal/Mandideep		10	40	
	f. Other locations				
	within & upto 30 km.		10	10	
> 30 and upto 60 km		10	10		
addl. Block per 10 km.		10	10		

NOTE : The tenderers may note that the aforesaid locations viz. Pithampur, Indore, Dewas, Nagda, Bhopal, Mandideep, etc. signify entire geographical area lying within the Municipal limits of the respective locations. In case of Ghatabillod which is situated in close proximity of ICD Pithampur there is no Municipal organization in place. In such a situation Ghatabillod signifies entire geographical area covered by Village Panchayat/Civil Administration governing Ghatabillod.

(Signature of the Tenderer)

For determining whether a shipper's/importer's premises falls under Pithampur/Ghatabillo/Indore/Mangliyagaon/Dewas/Nagda/Bhopal/Mandideep, or **"Other Location"**, the criteria described in the para above shall be applicable.

For additional block in the "other locations" head, evaluation for 100 kms shall be done.

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

(Arvind Bhatnagar)
Chief General Manager

(Signature of the Tenderer)

CHAPTER-V

TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

- 1.1 The Container Corporation of India Ltd., manages and operates several Inland Container Depots (ICDs) and Container Freight Stations (CFSS) in the country. The **TC** to be appointed under this set of tender documents for its ICD at Pithampur, Indore shall be responsible for carrying out the entire work as per the details given in the Chapter-IV on **Scope of Work**.
- 1.2 The above activities and movement will be as directed by and under control of Container Corporation of India Ltd., Inland Container Depot, Pithampur.
- 1.3 This contract for **Long Lead Transportation** shall be governed by the Terms and Conditions as contained in this Chapter and also the other provisions as contained in the tender letter, other Chapters, and Annexures forming a part of this tender document. This tender document shall be the sole repository of the Terms and Conditions of this contract.

2. LOCATION OF THE ICD AND ITS BUSINESS & WORKING HOURS

- 2.1 The ICD, Pithampur, is located at Plot no. 113, Sector-III, Pithampur, Dist. Dhar, about 45 kms. from Indore in Pithampur Industrial Area. The ICD comprises of Paved Container Stacking Area, Truck/Trailer parking yard, Warehouse, Administrative Buildings etc. ICD follows business hours from 10.30 a.m. to 6.30 p.m. every day for public dealing & working hours from 9.00 a.m. to 8.30 p.m. every day, on all working days. This may, however, be changed as per the convenience of working. The handling of containers and the road transportation will, however, continue all round the year as per the directions of the ICD management from time to time.

3. PERIOD OF CONTRACT

- 3.1 At the initial stage, the contract shall be awarded for a period of **three years** from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of **extending** the contract by **one more year** at mutually acceptable rates and Terms & Conditions in case it considers it necessary. No request for any change in rates will be entertained during the pendency of the contract except as provided in the para 34 of this Chapter.
- 3.2 The date of signing of the agreement by the **TC**, shall be treated as the date of commencement of contract.

4. EARNEST MONEY

- 4.1 Each tenderer shall be required to deposit a sum of **Rs. 3,00,000/- (Rupees Three lakh only)** as earnest money for making their bid for this contract along with the Pre-Qualification Bid in the form of a crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue. No interest shall be allowed on the earnest money deposited.

(Signature of the Tenderer)

- 4.2 It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount in sub-para 4.1 shall be liable to be forfeited to CONCOR.
- 4.3 No interest shall be allowed on the earnest money deposited and also on Security Deposit as referred in subsequent paras below.
- 4.4 The earnest money deposited by the successful tenderer will be adjusted towards his Security Deposit referred to in para-5 below. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tender has been finalized.

5. SECURITY DEPOSIT

- 5.1 The **TC** shall be required to furnish a Security Deposit of **Rs. 15,00,000/- (Rupees Fifteen lakhs only)** towards successful performance under this contract within **ten** days from the date of communication of award of contract in his favour by CONCOR. Towards this, the **TC** shall be expected to actually deposit only **Rs. Twelve lakhs** for the contract with CONCOR in the form of a Bank Demand Draft drawn in favour of "Container Corporation of India Ltd.," payable at Mumbai within the time specified as the part security money. The remaining **Rs. Three lakhs** for the contract will be adjusted by CONCOR by converting the EMD of **TC** which will be deemed to be converted in Security Deposit on the payment date of the remaining amount. No interest shall be payable by CONCOR on the Security Deposit.
- 5.2 Director, CONCOR, may at his discretion increase the amount of Security Deposit, mentioned in sub-para 5.1 above, proportionate to the increase in the volume of the work, but not exceeding 50% of original Security Deposit referred to in sub-para 5.1 above. The decision of the Director, CONCOR, with regard to the volume of work and the value of the Security Deposit shall be final and will be binding on the **TC**.
- 5.3 CONCOR shall be entitled to appropriate the whole or any part of the Security Deposit of the **TC** in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the **TC** to observe & in performance of the Terms and Conditions of the contract or any amount that may become due to CONCOR under or by reason of the Terms and Conditions of the said contract from the amount of his Security Deposit, & in the event of any balance remaining due to CONCOR, the **TC** shall forthwith pay the same. In the event of any such deduction being made from the Security Deposit, the **TC** 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 **TC**.
- 5.4 The Security Deposit referred to above shall be liable to be forfeited by CONCOR in the event of any breach on the part of the **TC** of any of the Terms and Conditions of the contract without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

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6. REFUND OF SECURITY DEPOSIT

- 6.1 The Security Deposit shall, subject to any deductions that may be made therefrom, be returned to the **TC** within four calendar months after the termination of contract and on issuance of No Dues Certificate by the Chief Manager, ICD, Pithampur.

However, if there is a delay, the **TC** shall not be entitled to any interest. In the event, however, of any dispute arising between CONCOR and **TC** or between CONCOR and any third party or in respect of any money due to CONCOR in reference to the contract or other contracts entered into by the **TC** singly or jointly with others and CONCOR, CONCOR shall detain the Security Deposit or such balance thereof and/or other amounts payable to the **TC** as CONCOR may in its sole discretion deem sufficient until and dispute is settled and determined. The **TC** shall have no claim for compensation or otherwise for any such detention made by CONCOR.

7. BANK GUARANTEE/FIXED DEPOSIT

- 7.1 The **TC** will be required to furnish a Bank Guarantee for an amount of **Rs. 10,00,000/- (Rupees Ten lakhs only)** from a Scheduled Bank in Performa at **Annexure-III** within **ten** days from the date of communication of award of contract in his favour to cover any loss or damages caused to or suffered by CONCOR due to any damage/loss to container or cargo or on account of any claim due to such loss/damage by the reason of any failure on the part of **TC** to carry containers/cargo safely in contravention of the Terms & Conditions as defined/contained in the agreement & this tender document, & as required by Customs rules & regulations.
- 7.2 As an alternative to the Bank Guarantee, the **TC** may furnish Fixed Deposit Receipt (FDR) duly discharged in advance in favour of Container Corporation of India Ltd., for an amount of **Rs.10,00,000 lakhs (Rupees Ten lakhs only)** from a scheduled bank. CONCOR will have the right to encash these FDRs so as to cover loss or damages caused to or suffered by containers or cargo or CONCOR by the reason of any failure on the part of **TC** to carry containers/cargo safely in contravention of the Terms and Conditions contained in the agreement and this tender document, and as required by Customs rules and regulations. The interest accrued on these FDRs will continue to be credited to the **TC's** account and CONCOR shall not lay any claim to it.
- 7.3 The value of the Bank Guarantee or Fixed Deposit Receipts referred above may be increased at a subsequent date, if found necessary, for covering the items described in sub-paras 7.1 and 7.2 above. The decision of the Director, CONCOR will be final in deciding the revised value of the Bank Guarantee or Fixed Deposit Receipts.

8. AGREEMENT FOR ACTING AS "TRANSPORT CONTRACTOR (TC)"

- 8.1 The **TC** will be required to sign an agreement for acting as Transport Contractor for Container Corporation of India Ltd., as per the format at **Annexure-II** within a period of **ten** days of the date of issue of communication from CONCOR's office.

9. VOLUME OF WORK

- 9.1 No definite quantum of work can be guaranteed. An estimate of the volumes which will form the basis of evaluation of tender is given in the para-3 of Chapter-IV on **Scope of Work**.

(Signature of the Tenderer)

- 9.2 The description of work given in the Chapter-IV on **Scope of Work** or the volume of work given in the same Chapter shall not be a cause of any dispute about the rates of contract or nature and extent of operations. The nature and the extent of the work is and shall remain subject to variation and adjustments depending upon the actual operational and commercial requirements. The description and volume of work as given in **Scope of Work** should be treated as guidelines and not as an exhaustive list of duties. Any variations, additions and/or deletions in the items of work actually to be carried out shall not form the basis of any claim against CONCOR or of any claim for compensation on this account.

10. APPOINTMENT OF TC AND LIMITATIONS PLACED ON TC

- 10.1 CONCOR management will appoint two different entities for its two contracts i.e. **Service-A & Service-B** pertaining to its ICD, Pithampur. The task of performing 'Service-B' is excluded from participating in the bidding process for 'Service-A'. Similarly, the final awardee of this contract for 'Service-A' will not be considered for competing further for 'Service-B' tender, if and when the same is floated, during the currency of 'Service-B' contract.
- 10.2 Notwithstanding anything contained in sub-para 10.1 CONCOR management shall be at liberty to accept or reject any or all the **Financial Bids** in part or in full irrespective of their being the lowest without assigning any reason.

11. DUTIES, RESPONSIBILITIES & OBLIGATIONS OF THE TC FOR DAY TO DAY WORK

- 11.1 The **TC** must own or have at his disposal the requisite trained personnel for his contractual work as described in subsequent sub-paras of para-11 and the requisite number (minimum quantity) of road trailers, as described in the para-12 below.
- 11.2 The **TC** shall provide adequate number of trained supervisors & drivers to ensure proper movement of containers, with utmost expedition & to the satisfaction of CONCOR Officials. The terminal in-charge at the ICD shall have the final say in the matter. All staff to be deployed will have to have police verification since the ICD is a bonded area.
- 11.3 The **TC** shall provide, at his own cost all employees/drivers with necessary tools, instruments, equipment for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables & certain critical components of transportation equipment should also be provided by him at the ICD so that the work is not hampered at the ICD.
- 11.4 The **TC** should ensure that all his employees/drivers wear neat & clean uniforms and laminated Photo-Identity Cards issued by him at his own cost.
- 11.5 The official in-charge of ICD shall be at liberty to object to and require the **TC** to remove forthwith from ICD any person employed by him if, in opinion of ICD in-charge, such person misconduct himself, misbehaves, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of in-charge shall be unquestionable and final & the **TC** shall be under obligation to replace such a person.
- 11.6 All personnel employed by the **TC** shall be engaged by him as his own employees/drivers in all respects implied or expressed. It will be compulsory on the part of the **TC** to insure all his employees/drivers, permanent or temporary, against liabilities of accident, partial or full disability,

(Signature of the Tenderer)

- death etc. The **TC** shall indemnify CONCOR against liabilities arising out of the **TC**'s obligation on this account.
- 11.7 The responsibility to comply with the Statutory Provisions & the provisions of various labour laws of the country shall be that of the **TC**. He shall specifically ensure compliance with the following Laws/Acts (or similar Laws/Acts applicable in Madhya Pradesh) and their re-enactments/ amendments/ modifications: -
- I. The Payment of Wages Act, 1936.
 - II. The Factory Act, 1948.
 - III. The Workmens Compensation Act, 1923.
 - IV. The Employees Provident Fund Act, 1952.
 - V. The Contract Labour (Regulation and Abolition) Act,1970; Rules 1971.
 - VI. The Payment of Bonus Act, 1965.
 - VII. The Payment of Gratuity Act, 1972.
 - VIII. The Equal Remuneration Act, 1976.
 - IX. The Employees State Insurance Act, 1948.
 - X. The Maharashtra Mathadi Hamal and Other Manual Workers. (Regulation of Employment and Welfare) Act, 1969.
 - XI. The Industrial Disputes Act, 1947.
 - XII. The Bombay Opium Smoking Act, 1936.
 - XIII. The Bombay Prohibition Act, 1938.
 - XIV. The Employment of Children Act, 1938.
 - XV. The Motor Vehicles Act, 1988 along with GSRM.728-E dated 18/10/96
 - XVI. The hours of Employment Regulations.
- 11.8 Wherever any License/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 **TC** shall at his own cost arrange for such License/Permission/Registration. He shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or CONCOR as and when required.
- 11.9 The **TC** 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 or other laws to the extent they are applicable to establishment in CONCOR's ICD.
- 11.10 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to a workmen/driver employed by the **TC** 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 **TC**'s failure to fulfill his statutory obligations under the aforesaid Acts or the Rules, CONCOR shall be at liberty to withhold from the bills of the **TC** the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and/or from any sum due to the **TC** on behalf of CONCOR whether under this particular contract or otherwise. CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the **TC** and upon his giving his written request, CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the **TC** as stated above shall be final and binding on him.

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- 11.11 The **TC** shall pay not less than the fair wage to the workers/drivers engaged by him for the work, the fair wage being the wage including the allowances notified at the time of inviting tenders 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 neighbourhood. The labour wages and allowances shall not be less than those prescribed by any provincial law etc. The **TC** shall keep a proper record of such payment and submit a certificate every month to CONCOR of his having done so.

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

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

- 11.12 The **TC** shall carry-out the various activities assigned to him with expedition as described below in sub-paras 11.13 to 11.31.
- 11.13 The **TC** shall provide mobile communication facility, viz., Radio Telephone, Mobile Telephone, basic telephony & necessary computer hardware within ICD among supervisors & at CONCOR's office for his own use at his own cost.
- 11.14 The **TC** shall exchange the **Equipment Interchange Receipt (EIR)** each time, when handing over/taking over of the container takes place and examine the details given in the receipt. A copy of Entry Pass/Gate Pass of JNPT/MbPT/any other nominated location in Mumbai shall be submitted to CONCOR management at ICD Pithampur as proof of handing over the container at the desired location. If the **TC** fails to do so, his payments for the said containers can be withheld, & in case of any claims arising against CONCOR on account of non-delivery of containers, the **TC** shall be obliged to bear the same in toto.
- 11.15 The **TC** shall not receive & transport any container whose original seals have been tampered with or whose contents appear to have been damaged / pilfered and will always act only on the instructions of the CONCOR management at ICD, Pithampur in such cases.
- 11.16 The **TC** shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of CONCOR. In case the **TC** contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the sole risk & cost of the **TC** and all expenses borne on this account shall be recovered from him.
- 11.17 The **TC** shall abide by all the rules, procedures, directions and instructions given by CONCOR Officials, which are not inconsistent with the Terms and Conditions of the contract, for the efficient working of the Inland Container Depot, Pithampur.
- 11.18 The **TC** shall exercise due care and take all precautions while transporting containers to avoid any damage or loss to the containers or cargo at any stage. **TC** shall be responsible for the safety of containers and cargo while they are in his custody. CONCOR shall be at liberty to invoke the Bank Guarantee or the Fixed Deposit Receipts furnished by the **TC** in terms of para-7 above, if he fails in his responsibilities in looking after the containers and cargo in his custody.

Situations may arise during the course of transportation of containers when a container meets with an accident. The **TC** may avail the services of a **Surveyor** on his own & at his own cost, if he so desires, to carry out a joint survey along with the surveyor of CONCOR/ Shipper/ Importer/ Insurance Company/ Shipping line, etc. for assessment of loss/damage to cargo &/or container.

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In case the **TC** does not provide his own surveyor for the joint survey, the **TC** shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo &/or container. Moreover, the **TC** shall be under obligation to issue "**Damage Certificate**" to the Shipper/Importer, within a reasonable time, enabling the Shipper/Importer to claim compensation from the Insurance Company, in the format as desired by CONCOR. Settlement of claims of Shipper/Importer with Insurance Company should not lead to the conclusion on the part of the **TC** that his liability is over. The **TC** shall be required to settle all claims/liabilities, whatsoever, against CONCOR, which come to CONCOR under all such situations. The **TC**, may undertake to repair a damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned Shipping line to which the container belongs to at the time of accident. In case the container is required to be taken to Mumbai for repairs, on the request of the concerned Shipping Line, an amount equivalent to the transportation charges, as per the Public Tariff of CONCOR for carrying such an empty container from ICD to Mumbai, shall be deducted from the bills of the **TC**. In addition, the repair charges raised on CONCOR by the said Shipping Line shall also be borne by the **TC**.

- 11.19 The **TC** will have to comply with all laws, rules and regulations of Central Government, State Government, and local Municipal Corporation and other Government Bodies with regard to the road vehicles. The **TC** shall ensure that he has obtained required licenses for operations of vehicles 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.
- 11.20 The **TC** shall pay all levies, fees, taxes, octroi, and other charges etc. to appropriate authorities and other bodies as required by them under their rules for vehicles/trailers, employees or workers engaged by him. These charges shall be borne by the **TC**. No claim for reimbursements, made against CONCOR, by **TC** on these accounts shall be entertained by CONCOR.
- 11.21 The **TC** appointed by CONCOR shall not obtain any work in catchment area of ICD Pithampur that will be detrimental to CONCOR's business interests. The **TC** shall not operate in the business of container transportation in Pithampur, Ghatabillod, Rau, Indore, Mangliyagaon, Dewas, Nagda, Mandideep, Bhopal etc. and anywhere en-route between Mumbai & ICD Pithampur. Penalty upto Rs. One lakh per case may be imposed on the **TC** if any such case comes to the notice of CONCOR management & if CONCOR management is reasonably convinced about the same. The decision of Director, CONCOR in all such cases shall be final & binding on the **TC**. This restriction shall be applicable not only for the entities undertaking these two contracts but also for all such entities in which the **TC** has his stake so far as his business interests are concerned.
- 11.22 The actual requirement of vehicles over the minimum required described in para-12 will depend upon the pattern and volume of traffic and may vary from time to time. The **TC** will be required to position additional vehicles, beyond the minimum equipment prescribed in para-12, whenever necessary, due to exigencies of traffic within the time frame stipulated by CONCOR in the given situation. No detention to cargo/containers of shippers'/importers' should be caused on this account. **In case of failure on the part of TC, CONCOR management shall be at liberty to hire trailers on its own &/or plan clearance of containers through Rail Network, at the sole risk & cost of the TC.** The hiring of trailers will be done in a manner as provided in para-13 of this Chapter.

CONCOR management, however, will give **incentive** to the **TC** for the additional traffic moved by him as defined below:

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If the **TC**, out of the fleet deployed by him clears more than 400 TEUs of loaded export RTS containers in a billing period (15 days) of any calendar month then the **TC** will be paid an additional amount of Rs. 300/- per container, for the additional traffic cleared by him in the said billing period of that calendar month, beyond 400 TEUs.

- 11.23 It will be desirable if **TC** trains its drivers to identify High Cube Containers physically as well as on documents given by CONCOR. This will help to prevent dispatch of wrong containers ex Mumbai. If a shipping line loads an ordinary container instead of a High Cube which is demanded then the driver may point out the error at Mumbai itself. This will help operations in everybody's interest.
- 11.24 The **TC** or his nominated representative(s) shall be available on a daily basis to collect the JOs from CONCOR's office at MbPT & JNPT. In case his representative(s) do not report at CONCOR's office, 2 days before the day of requirement or date of issue JO, which ever comes later, will be taken as the day of handing over of JOs to **TC**.
- 11.25 For efficiency of operations & providing customer satisfaction it is essential that clearance & movement of containers from Mumbai to ICD & vice-versa should take place in minimum possible time. For ensuring this the **TC** shall be given certain "**Free Time**". The total time in days, taken by the **TC** for moving RTS containers, made available to the **TC**, for the **complete cycle activity**, will constitute of four distinct dwell times as explained in sub-paras 11.25.1 to 11.25.4 below :
- 11.25.1 Time taken to clear an empty RTS container ex Mumbai 2 days before the day of requirement or date of issue JO, which ever comes later, excluding the date of requirement by party subject to sub-para 11.24.
- 11.25.2 Time taken in transit to transport an empty RTS container ex Mumbai to shipper's premises or ICD in case the empty RTS container is brought directly to the ICD by the **TC**, whichever comes early.
- 11.25.3 Time taken to clear/move a loaded RTS container ex ICD for Mumbai after handing over of Gate Pass to the **TC**, excluding the day of preparation/handling over of Gate Pass.
- 11.25.4 Time taken in transit by **TC** for taking a loaded RTS container ex ICD to gateway ports at Mumbai.
- 11.25.5 The total of above four dwell times will be taken as the **cycle time** taken by the **TC** for transportation of an RTS container from Mumbai to Mumbai. If empty RTS containers are not available at the nominated yard of the concerned shipping line for which DO has been issued then such delay/detention will not be taken into consideration for calculating the cycle time taken on account of the **TC** as explained above. However, the **TC** will have to bring it to the notice of CONCOR management immediately & subsequently submit proof for the same for taking up the matter with the concerned shipping line. Such relief will be available to the **TC**, only within the validity period of the DO of the said shipping line.
- 11.25.6 The **TC** shall be given an optimum cycle time of 8 days for each loaded RTS container moved ex ICD in a particular billing cycle period in a given calendar month for carrying out all the activities as mentioned in sub paras 11.25.1 to 11.25.4. If the **TC** is not able to follow this optimum cycle time for 90% of the movements in a month, the Terminal Incharge at Pithampur will have the right to impose a penalty of upto Rs.40,000/- per month.

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- 11.26 The **TC** shall be required to deposit the Gate Pass of JNP/MbP as a proof of the export loaded RTS container entering the respective ports. All payments against such containers for which the Gate Pass (in lieu of EIR) is not deposited with CONCOR Pithampur may be withheld by CONCOR.
- 11.27 **Reporting** of transportation activity undertaken/completed is a very important activity which leads to a high level of customer satisfaction. The **TC** shall be required to provide reports on a daily basis, except on Sundays, in the format prescribed by CONCOR from time to time for containers transported by him. The daily reports should normally include the following details:
- 11.27.1 Report of arrival/offloading of export loaded RTS containers at Gateway Ports on the previous day. The details should include Container No., Trailer No., Size of Container, Shipping Line & Name of Shipper.
- 11.27.2 Report of Empty RTS containers picked up & moved for ICD Pithampur by **TC** from JNP/MbP ports &/or nominated yards of Shipping Lines. The details should include Container No., Trailer No., Size of Container, Shipping Line, Name of location from where the Empty RTS container(s) has been picked, CONCOR's Job Order No., Date of handing over of Job Order by CONCOR to the **TC**, Date of Stuffing at the Shippers' premises, Name of Agency booking the RTS container (CHA/Freight Forwarder/Shipping line/ Shipper), Name of Shipper, the list of containers with same details pending at Mumbai to be picked & moved for ICD Pithampur along with remarks if any. For e.g. such DOs which have expired in validity.
- 11.27.3 Report of all unusual happenings including breakdown of trailers, trailers/containers meeting with an accident, etc. leading to delay in the movement of containers between ICD & Mumbai & between ICD & Shippers' premises shall be reported by **TC** on a daily basis failing which CONCOR management shall be at liberty to impose penalty on **TC** to the extent deemed fit by CONCOR.
- 11.27.4 Report of all export loaded RTS containers cleared ex ICD Pithampur for Mumbai along with the list of RTS containers pending at ICD, if any, for clearance shall be provided by **TC**. Similarly list of empty RTS containers, if any, which have been offloaded at the ICD shall be provided by the **TC**.
- 11.27.5 The Reports as mentioned in sub-paras 11.27.1 to 11.27.3 shall be sent to ICD Pithampur by Fax/E-mail on a daily basis (except Sundays) while the reports mentioned in sub-paras 11.27.3 & 11.27.4 shall be physically handed over at the ICD, for the work done by **TC** on the previous day(s) at his own cost. The said Fax/E-mail should be sent by such time as desired by CONCOR.
- 11.27.6 In case of any errors/mistakes/omissions in the reports as submitted by **TC**, the same shall be rectified & displayed separately in the next day's report with corrected details.
- 11.27.7 The detailed report on all trailers shall be provided by **TC** once a week on every Monday in the desired format to ascertain number of vehicles in Indore-Mumbai circuit. If any Monday happens to be a holiday then the report shall be provided on the next working day.
- 11.27.8 Non submission of above reports in the desired manner as mentioned in sub-paras 11.27.1 to 11.27.7 by **TC** shall be considered as Unsatisfactory Performance on the part of **TC**. CONCOR management shall be liberty to impose penalty for such Unsatisfactory Performance to the extent deemed fit. The said penalty, if imposed, shall be not less than Rs. Five thousand in any calendar month. At the same time it shall not be exceeding Rs. Twenty thousand in any calendar month.
- 11.28 While bringing in empty RTS containers from Mumbai to ICD Pithampur the **TC** shall ensure that a set of **documents** as stated below shall accompany each container :

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- 11.28.1 In case of empty RTS container the **TC** shall ensure that a copy (original/photocopy) of Delivery Order (DO) of the concerned Shipping Line, CONCOR's Job Order, & the request letter of the Agency ordering such RTS container shall accompany each such empty RTS container coming to ICD Pithampur for stuffing at the nominated location (ICD/Shippers' premises).
- 11.28.2 The above arrangement as described in sub-paras 11.28.1 is necessary for correct identification of a container arriving at ICD Pithampur for subsequent activities. The said arrangement prevents confusion & is particularly helpful when empty leased containers belonging to a particular shipping line arrive at ICD. CONCOR management at ICD Pithampur shall be at liberty to refuse entry to a trailer whose driver does not bring in the above mentioned documents for the container(s) transported on it.
- 11.28.3 The arrangements to prepare & dispatch above mentioned documents along with the container(s) or any document(s) added to the above list in future shall be made by **TC** on his own, at his own cost.
- 11.29 The **TC** shall not refuse to transport containers for any specific shipper(s).
- 11.30 In case any dispute is raised by **TC** regarding gross weight of a loaded container declared by any shipper on various documents then **TC** shall have the right to get the said container weighed at a suitable weighbridge. If the difference between the actual weight & the declared weight is less than one tonne then the declared weight will be presumed to be correct & the entire expense towards weighment shall be borne by the **TC**. If the difference in the two weights is equal to or more than one tonne then the said expenses shall be borne by the shipper. Moreover, this provision shall be applicable only if the difference in the gross weight of container declared by the Shipper & the gross weight of container found on weighment leads to an increase in the payments made to the **TC** by CONCOR for undertaking the said activity.

CONCOR management shall have absolute authority & discretion in selecting a particular weighbridge where the said weighment will take place & also the procedure for weighment.

- 11.31 If the situation so warrants CONCOR may ask the **TC** to provide services envisaged under contract for **Service-B** as explained in the Tender letter, on a temporary basis, in case the contractor for **Service-B** fails to provide the services listed under contract for **Service-B** in the desired manner.
- 11.32 CONCOR shall not pay any additional amount for any expenses which the **TC** may be required / compelled to incur while crossing any gate, manned by Customs/CISF/Security Agencies of any type.

12. MINIMUM EQUIPMENT TO BE PROVIDED BY THE TC

The following minimum equipment for transportation under the contract shall be provided by the **TC**. If **TC** fails to provide the minimum equipment CONCOR management shall be at liberty to hire the same from any entity and/or plan clearance of containers through Rail Network at the sole risk & cost of the **TC** &/or may decide to impose penalty for an amount deemed fit.

- 12.1 All the equipment required to be provided under this head shall have the manufacturing of **2001 or later**. The following minimum equipment will be required to be provided by the **TC** :

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12.1.1 **Transportation of RTS containers :**

15 Trailers (15 TEUs capacity), each capable of transporting 1 x 20' container (loaded/empty) will be required, plus

45 Trailers (90 TEUs capacity), each capable of transporting 2 x 20' or 1 x 40' container(s) (loaded/empty) will be required.

CONCOR reserves the right to ask the contractor to deploy 5 high capacity high speed trailers (VOLVO or similar) at a notice of 15 days.

- 12.1.2 The tenderer, or any of its director(s)/partner(s), must own a minimum of **15** vehicles (trailers) out of 60 required to be deployed for transportation (RTS) as mentioned in sub-para 12.1.1. For all the trailers he must provide the source, and shall secure an undertaking from the owner(s) for the balance 35 units, for using them during the **entire contract period**. All 60 trailers, whose list along with ownership proof should be submitted, should be committed for this work for the duration of the proposed contract. This undertaking would be necessary. The **TC** subsequent to the award of contract to him may replace leased trailers by his own trailers procured through outright purchase. However, at no point of time during the period of the currency of the contract the minimum no. of trailers available for carrying out contract obligations on the part of the **TC** shall fall below a level of 60 units unless permission to that effect has been secured by **TC** from CONCOR management at ICD Pithampur, in writing. The withdrawal of units, if so permitted by CONCOR management at ICD Pithampur, shall be replenished by the **TC**, to the extent desired by CONCOR, on an urgent basis, failing which CONCOR may impose penalty to the extent deemed fit.
- 12.1.3 The **TC** shall, before the commencement of operations, get all trailers inspected by CONCOR officials. In case, any trailer is not found to be of correct standards or capable of giving reasonable trouble-free performance, before commencement of the contract or subsequently at any point of time during the currency of contract, the **TC** shall replace the same to the satisfaction of CONCOR management.
- 12.1.4 **TC** shall make his own arrangements for repair/maintenance of all vehicles deployed by him. A limited specified area within or near the ICD premises may be provided by CONCOR upon specific request by the **TC** for such specified repairs/maintenance. No other area in the ICD premises shall be used for repair/maintenance of equipment/ vehicles.
- 12.1.5 No compensation shall be admissible to **TC** in respect of the non-use or detention of any vehicles at any point of time during the period of the contract except as mentioned in sub-para 4.1 of Chapter-IV.
- 12.1.6 **TC** shall comprehensively insure all the vehicles against any damage or loss arising during the performance of the work. CONCOR will not be responsible for any loss or damage to the vehicles of **TC**.
- 12.1.7 The traffic at ICD, Pithampur, is likely to grow. Changes are also taking place in the type and size of containers used in international trade. The **TC** may be required to increase the vehicles beyond the minimum equipment required as explained in para-12 and/or upgrade/change the vehicles during the period of contract, for which adequate notice will be given. The decision of the Director, CONCOR, will be final and binding in the matter of deciding the type and capacity of vehicles required and the period of notice for changing/increasing vehicles.
- 12.1.8 The vehicles will have to conform to the requirements, specifications and conditions as may be laid down by the Government (State or Central) and the local RTO.

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12.1.9 All the road vehicles should have valid Permits & all necessary clearances as required by laws.

13. PROCEDURE TO BE FOLLOWED BY CONCOR FOR HIRING OF EQUIPMENT IN CASE OF FAILURE OF "TC" TO PROVIDE SATISFACTORY LEVELS OF SERVICE

13.1 Following procedure will be followed by CONCOR for hiring of Equipment in case of failure of **TC** to provide satisfactory levels of service under the various paras governing this contract:

13.1.1 CONCOR management's decision on requirement of additional inputs shall be binding on **TC**.

13.1.2 Additional inputs shall be put in place by **TC** within the time frame stipulated by CONCOR.

13.1.3 If the **TC** fails to provide the desired additional inputs within the time frame stipulated by CONCOR then CONCOR may approach the Terminal Operator who may be working at the ICD under the contract for **Service-B** (contract for Terminal Handling & Transportation of containers between ICD & Factory Premises of Shippers'/Importers for Factory stuffing/de-stuffing) or approach the open market to secure the deployment of the desired additional equipment at the sole risk & cost of the **TC**.

13.1.4 The rates negotiated by CONCOR for securing the deployment of the desired additional equipment will be communicated to the **TC** after the finalization of such rates.

14. BRIEF SPECIFICATION OF VEHICLES

14.1 Road vehicles for transportation of containers would be in the form of Tractor-Trailer units each comprising of a prime-mover and Semi-trailers (chassis) fitted with container securing arrangements as stipulated in sub-para 14.2 below.

14.2 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".

14.3 Length of the chassis shall be suitable for carrying one 20' container or one 40' container or two 20 ' containers as the case may be. The container shall not project beyond the front or rear of the chassis. As and when required, enhancement of length of trailer to 45' will have to be carried-out by the **TC**.

15. CONDITION OF TRAILERS

15.1 The trailers shall have a sound body with proper valid registration and other relevant documents/certificates issued by competent authorities including interstate permit and pollution control certificate. Trailers manufactured in the year **2001** onwards only shall be used. The trailers shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, etc. and the **TC** shall have to comply with all such requirements as may be necessary in this regard.

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- 15.2 The **TC** shall ensure that the trailers are operated by experienced and qualified operators/drivers as per the requirements of traffic and other authorities as required by law.
- 15.3 The trailers engaged by the **TC** shall be painted accordingly to the specifications, design, colour scheme, requirements etc. as desired by CONCOR from time to time.
- 15.4 All trailers shall be comprehensively insured by the **TC**.

16. CONDITIONS FOR TRANSPORT OF CONTAINERS

- 16.1. When being transported by road, containers are subjected to forces and vibrations arising from braking, cornering, acceleration, road surface and wind. In order to prevent any movement of the container relative to the carrying vehicle, which might lead to injury to personnel or other damages, the containers shall be supported and secured during transport, as described hereunder :
 - 16.1.1. The Container shall be supported on the road vehicles on all four bottom corner fittings only or by the intermediate load transfer areas in the base structure only.
 - 16.1.2 The Container shall be secured to the road vehicle by all four bottom corner fittings.
- 16.2 To ensure safety of transport operations :
 - 16.2.1 The position of the securing devices shall be checked before placing containers on to or removing them from carrying vehicles.
 - 16.2.2 Any intermediate securing devices shall be retracted or removed.
 - 16.2.3 The correct positioning of all securing devices shall be checked before movement of road vehicles.
 - 16.2.4 During transport the securing of the container shall be checked from time to time by the drivers.
- 16.3 In case of an accident in transit, or for any other reason, if a container needs to be **transshipped** on to another vehicle/chassis enroute, the transshipment shall be carried-out by the **TC** at his own risk & cost. The **TC** shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The **TC** shall also be liable for any third party claims and damages, including the Custom duties &/or penalties for short deliveries, if any. CONCOR reserves the right to recover such amounts from any amount payable to the **TC**.
- 16.4 The vehicles carrying containers deployed by the **TC** shall not be used for any other purpose while under CONCOR's service particularly for carrying any other cargo inside empty containers, except with the prior written permission of CONCOR. In case of violation of this clause & if the CONCOR management is reasonably convinced about the violation of the said clause the **TC** shall be liable to pay a penalty of Rs. 5000/- (Five thousand only) in each case. The decision of CONCOR management in all such cases shall be final & binding on the **TC**.
- 16.5 The **TC** shall have to pay at his cost all types of tax as per the Motor Vehicles Act/Statutory Provisions, and/or any other levies imposed by the different State Governments, Local Bodies etc. from time to time.

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- 16.6 CONCOR shall have the right to change routes and increase or decrease the total distance from time to time.
- 16.7 Notwithstanding anything contained herein above due to reasons beyond the control of CONCOR e.g. riots, violence, calamities, fires, strikes by employees, lockouts, failure of electricity/machinery, non-availability of export cargo/import cargo, CONCOR shall have the absolute right to suspend transportation of containers on any day or number of days. In such a case the **TC** shall have no right to claim from CONCOR any compensation, damage, loss etc., whatsoever, in connection with the suspension of work.

17. REPLACEMENT OF VEHICLES

- 17.1 The **TC** shall ensure immediate replacement of a vehicle due to its being involved in accidents, mishaps, detention and/or impounding by concerned authorities, for transportation of containers. In such eventualities, the **TC** shall inform CONCOR in writing without any loss of time.
- 17.2 In case the **TC** fails to promptly substitute vehicles in good working and presentable condition and in case alternative arrangements are made by CONCOR for transportation of containers, it will be on the **TC's** sole risk and cost, till suitable replacement is provided by the **TC** or the cycle of activity as initiated under alternative arrangement gets completed, whichever comes later.
- 17.3 The decision of CONCOR as to the extent of expenditure incurred and/or loss sustained by CONCOR in this regard as mentioned in sub-para 17.2 shall be final and binding on the **TC**. CONCOR shall recover such expenditure and loss as sustained by it from the **TC**.
- 17.4 In case of **TC's** vehicle equipment getting damaged whether by way of accident or due to any other reason whatsoever, it shall be the **TC's** responsibility to get the same repaired at his own cost and expenses, and CONCOR shall not be liable either for the expenditure incurred by the **TC** on the repairs and/or on replacement of spare-parts of such vehicles or in any other manner whatsoever.
- 17.5 Before commencement of work on each working day the **TC** shall notify CONCOR about the condition of vehicles in the format required by CONCOR.

18. SAFETY

- 18.1 It shall be the duty of the **TC** to acquaint himself, with all safety regulations regarding transportation of all types of containers. The safety requirements mentioned in this Chapter and as applicable by laws, rules and regulations should be followed at all times by the **TC**.
- 18.2 The **TC** shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 18.3 The **TC** shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/injuries to containers or cargo or to any person, or damages to property belonging to CONCOR and/or to rolling stock or other property belonging to the Railways/Shippers/Importers/Shipping Lines, etc., whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission on his part or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or Security Deposit.

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19. UNSATISFACTORY PERFORMANCE

- 19.1 Paras-11 to 12 & 16 to 18 above define the parameters of acceptable level of service expected to be rendered by **TC** and the penalties/fines associated with late compliance of orders and failure of **TC** to maintain these levels. Any levies on the counts mentioned in these paras would tantamount to Unsatisfactory Performance. Further, depending on operational and commercial requirements, CONCOR shall be free to determine, from time to time, the additional levels of satisfactory performance for various activities, which will be required to be carried-out as fulfillment of this contract. The **TC** shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at liberty to get the affected work done through any other agency, at the sole risk and cost of the **TC** as described further in sub-paras 19.2 to 19.5.
- 19.2 In the event of the **TC's** employees/drivers etc. going on strike which would include what is understood as a sit-in strike or if there is suspension or delay of work due to the non-availability of trailers or any other cause or failure on the part of the **TC** to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to carry on the work under this agreement through any other agency or by engaging vehicles and staff directly for the work or by transporting the containers through road-rail network and all expenses incurred/liabilities earned on this account shall be at the sole risk and cost of the **TC** and shall be recovered from any money due to him or from his Security Deposit referred to in sub-para 5.1 above.
- 19.3 In the event of unsatisfactory service or any failure at any time on the part of the **TC** to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving sixty days notice. If the **TC** does not perform his responsibilities envisaged in this Tender Document & the work entrusted to him comes to a standstill for all practical purposes it shall be open to CONCOR to terminate this contract by giving him a notice of any duration less than the aforesaid period of 60 days. In the event of such termination of the contract CONCOR shall be entitled (i) To forfeit the Security Deposit as it may consider fit, (ii) To get the balance of work done by making an alternative arrangement as deemed necessary and (iii) To recover from the **TC** any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 19.4 If the extra expenditure incurred as mentioned in sub-paras 19.1 to 19.3 above is more than the Security Deposit, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the **TC** or from money due to the **TC** by CONCOR under this or any other contract or otherwise. The **TC** shall have no claim, whatsoever, against CONCOR, in consequence of such recoveries or termination of the contract, as stated above.
- 19.5 Over and above the charges recoverable from the **TC** as described in sub-paras 19.1 to 19.4 above, the **TC** shall be liable to be fined up to **Rs. 5000/- (Rupees Five thousand only)**, in each case, at the sole discretion of the officials of CONCOR for unsatisfactory service or any lapses, misconduct on the part of their employees/drivers, servants or workmen in day to day operations and such fines will be recoverable from the bills of the **TC**.
- 19.6 The certificate of the CONCOR Official In-charge of the ICD as to the sum payable to the **TC**, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the **TC**.
- 19.7 CONCOR will also have the liberty to terminate the contract by serving an advance 60 days notice against **TC** in case there are strong business reasons for doing so as determined by its management.

(Signature of the Tenderer)

19.8 If in any quarter i.e. Q₁ to Q₄ of any Financial Year the total penalty accrued on the **TC** exceeds an amount of Rs. 10,00,000/- (Rupees Ten lakhs) it will be a fit case for the termination of the contract. However, CONCOR management shall have the discretion whether to terminate the contract or not. The **TC** shall be bound to accept the decision taken by CONCOR management in this regard.

20. **PAYMENTS**

20.1 Subject to any deduction which CONCOR will be authorized to make under the Terms and Conditions of this contract, the **TC** shall be entitled for payment for various cycles of activities performed by him at the end of the cycle at rates finally accepted by CONCOR. The procedure of billing and payments will be as follows :

20.1.1 The **TC** shall prepare and submit bills twice for each calendar month. The first bill shall pertain to the first 15 days of the calendar month. The second bill shall pertain to the balance no. of days in the said calendar month. The bills shall be submitted in prescribed forms based on the quantum of work handled during the billing cycle period in the said month to the CONCOR official in-charge of the ICD, Pithampur, as described above. The format in which the bills should be prepared by the **TC** shall be in tune with the format in which CONCOR's reports are prepared. This will help to check the bills faster. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/penalties/fines/recoveries due, including TDS and/or any other levies at the prescribed rates. The aforesaid payment of the bills will ordinarily be made within 10 (Ten) days of submission. Delay, however, shall neither entitle the **TC** to claim interest nor terminate the contract.

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

20.2 CONCOR will have the right to recover any over payment which might have been made to the **TC** by CONCOR through inadvertence, error, etc., or any cause whatsoever from his bills and 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 **TC** 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.

20.3 The **TC** shall exchange the **Equipment Interchange Receipt (EIR)** each time, when handing over/taking over of the container takes place and examine the details given in the receipt. A copy of Entry Pass/Gate Pass of JNPT/MbPT/any other nominated location in Mumbai shall be submitted to CONCOR management at ICD Pithampur as proof of handing over the container at the desired location. If the **TC** fails to do so, his payments for the said containers can be withheld, & in case of any claims arising against CONCOR on account of non-delivery of containers, the **TC** shall be obliged to bear the same in toto.

20.4 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.

(Signature of the Tenderer)

21. TIME LIMIT FOR SUBMISSION OF BILLS

- 21.1 A claim for the services rendered under this contract shall be made by the **TC** to CONCOR within **four** months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in that respect thereof and shall not be entitled to any payment on account thereof.
- 21.2 No claim in respect of under payment to the **TC** shall be considered valid or entertained unless a claim in writing is made thereof within **four** 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 **four** month period, shall be liable to be summarily rejected by CONCOR.

22. DEDUCTIONS TOWARDS INCOME TAX AT SOURCE

- 22.1 Deduction of income at source will be made from the money payable to the **TC** on the bills for the work done, in accordance with the provisions of the Income Tax Act 1961 or any statutory modifications of the said Act and a certificate of such deductions will be issued.

23. PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

- 23.1 The **TC** shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the Terms and Conditions of this contract. The **TC** shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of an agreement being reached on the rates for such additional services, the decision of the Director CONCOR will be final and binding and non-settlement of the rates for additional services will not confer a right upon the **TC** to refuse to carryout or render such services.

24. DERIVING OF RATES FOR EXTRA SERVICES/SUBSTITUTED ITEMS

- 24.1 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 :
- 24.1.1 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 **TC**.
- 24.1.2 If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (ICD/CFS) nearby would be applicable.
- 24.1.3 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 **TC**.
- 24.2 The decision of the Director CONCOR with respect to the rates for extra/substituted items of work will be final and binding.

(Signature of the Tenderer)

25. ILLEGAL GRATIFICATION

- 25.1 Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the **TC** or his partner or agent or servant or any one of his authorized representative from the users of the ICD shall in addition to any criminal liability that the **TC** may incur, entitle CONCOR to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by CONCOR.
- 25.2 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the **TC** or his partner or agent or servant or any one of his authorized representative or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall, in addition to any criminal liability that the **TC** may incur, entitle CONCOR to rescind this contract and all other contracts with him.
- 25.3 The **TC** shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith to rescind the contract and all other contracts with CONCOR.
- 25.4 CONCOR shall also be entitled to hold the **TC** liable to pay to CONCOR any loss/damage resulting from such decisions and to recover the amount from any money due to the **TC** in respect of this and all other contracts between him and CONCOR.
- 25.5 Any question or dispute as to the commission of any offences or compensation payable to CONCOR under these clauses shall be settled by the Director of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

26. PROHIBITION AGAINST TAKING WORK FROM CONCOR/GOVERNMENT SERVANTS

- 26.1 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 a **TC**. The **TC** shall under no circumstances employ any person in the employment of CONCOR for the purpose of carrying on 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 **TC** himself or any of his employees is found to be a person to whom this applies and who had not obtained necessary permission from CONCOR.

27. ARBITRATION

- 27.1 Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the words/terms, specifications, operations, and instructions mentioned in this contract and as to the quality of workmanship or performance of transportation or as to any other question, claim, right, matter or thing whatsoever in any way rising out or relating to the contract, specifications, operations instructions, orders or these conditions or otherwise concerning the transport operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Director, CONCOR, and if Director is unable or unwilling to act, to the sole arbitration of some such person appointed by the Director, CONCOR, who is willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR.

(Signature of the Tenderer)

- 27.2 If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 27.3 It is also a term of this contract that no person other than a person appointed by Director as aforesaid should act as Arbitrator and if, for any reason, that is not possible, the matter is not to be referred to arbitration at all.
- 27.4 Subject as aforesaid the provision of the Arbitration Act 1996, or any statutory modification or re-enactment thereof, and the rules made thereunder, and for the time being in-force shall apply to the arbitration proceeding under this clause.
- 27.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of his dispute. The Arbitrator may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 27.6 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the **TC** shall be withheld on account of such proceedings.
- 27.7 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- 27.8 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.
- 27.9 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 27.10 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 27.11 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

28. RELATIONSHIP WITH THIRD PARTIES

- 28.1 All transactions between the **TC** and third parties, who are in no way connected with transportation of containers or containerized cargo from and to the ICD at Pithampur, shall be carried out as between two principals without reference in any event to CONCOR. The **TC** shall also undertake to make the third parties fully aware of the aforesaid position.

29. SERVICE DURING THE POST CONTRACT PERIOD

- 29.1 It is obligatory on the part of **TC** to continue to work at the rates prevailing on the last date of the contract even beyond the contract period for at least four months or till the new contract is finalized, whichever is earlier.

(Signature of the Tenderer)

30. TERMINATION OF THE AGREEMENT IN THE CASE THE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN COURT OF LAW

30.1 If at any time the TC 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 by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

31. DEATH OF CONTRACTOR

31.1 No alteration by death, resignation, addition or otherwise for or to the TC or the partners constituting the TC's firm shall vitiate or affect this contract but the TC'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.

32. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALISED

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

33. NOTICE ETC.

33.1 Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Director, CONCOR shall be issued or taken on his behalf by the official in-charge of the ICD. The TC shall furnish to CONCOR the names, designation and address of his authorized representative and all complaints, notices, communication and references shall be deemed to have been duly served to the TC if delivered to him or his authorized representative or left at or posted at the address so given. He shall be deemed to have been so given in the case of posting on the day on which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

34. ESCALATION / REDUCTION CLAUSE

34.1 The contract prices shall remain firm throughout the contract period except for variation in diesel (HSD) prices. CONCOR will change i.e. **Increase/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.

34.2 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 revision would be after six months interval thereafter. For instance, if a contract commences on, say, 16th April 2005, 1st rate revision would be due w.e.f. 1st Nov'05, 2nd w.e.f. 1st May'06 and so on.

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

(Signature of the Tenderer)

(a) **For 1st rate revision :**

$$\% \text{ change in contract rates} = (P_1 - P_0) / P_0 \times 100 \times 30/100$$

Where,

P_1 = HSD price on 1st of the month following completion of initial six months of contract (as applicable in city of contract) and

P_0 = Base HSD price on the last date of submission of tender (as applicable in city of contract).

(b) **For subsequent six monthly rate revisions :**

$$\% \text{ change in contract rates} = (P_1 - P_0) / P_0 \times 100 \times 30/100$$

Where,

P_1 = HSD price on due date of next escalation (as applicable in city of contract) and

P_0 = Base HSD price on date of previous escalation (as applicable in city of contract)

- 34.4 In case CONCOR management decides to extend the contract period by **one** more year, CONCOR may negotiate the prices with the **TC** depending upon the market situation at that time. Extension will be given at mutually accepted rates. Contractor will have the right to exit for the extended period if no agreement on mutually accepted 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 finalise alternative arrangements.

35. ADVANCES

"CONCOR has a policy of encouraging its contractor for deploying latest "state of the art" equipment at its terminals. Towards this, it may consider contractor's request for providing advances for procuring new equipment for deployment for the work against monthly anticipated billings at reasonable rates of interest. Such an advance will be given by CONCOR at the pure discretion of its management on the basis of necessity and its own evaluation of contractor's standing in the field and repayment capacity".

36. GENERAL

- 36.1 Any clarification in regard to the intent or interpretation of any of the provisions of these Terms and Conditions shall be sought from the Director, CONCOR, whose decision in the matter shall be final and binding on the **TC**. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, CONCOR, whose decision will be final and binding on the **TC**.

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

(Arvind Bhatnagar)
Chief General Manager

(Signature of the Tenderer)

ALL THE TERMS AND CONDITIONS LISTED FROM PARA-1 TO 36 ALONGWITH THEIR SUB-PARAS IN THIS CHAPTER, TENDER LETTER, OTHER CHAPTERS AND ANNEXURES OF THIS TENDER DOCUMENT IN TERMS OF SUB-PARA 1.3 OF THIS CHAPTER, HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

NAME : _____

DESIGNATION : _____

FOR AND ON BEHALF OF : _____

ADDRESS : _____

_____ PIN CODE _____

TELEPHONE NOS. : _____

FAX/TELEX NOS. : _____

E-MAIL ADDRESS : _____

Signature of the Tenderer

(Signature of the Tenderer)

ANNEXURE-I

LETTER OF SUBMISSION OF TENDER

To
The Chief General Manager,
Container Corporation of India Ltd.,
Mumbai

Dear Sir,

Sub : Tender for contract for working as Transport Contractor (TC) for "Long Lead Transportation" - (Service-A) of RTS containers, for Inland Container Depot, Pithampur, Indore for a period of 3 years.

1. Subject to the instructions and conditions given in the tender document, Terms and Conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for working as contractor for "**Long Lead Transportation**" – **(Service-A)** of RTS containers for CONCOR's ICD at Pithampur, Indore at the rates specified by me/us in the prescribed form of 'Schedule of Rates' enclosed in 'Financial Bid' part of the tender. I/We hereby certify that I/we have examined and am/are familiar with all the provisions of this tender document and agree to abide by all the Terms and Conditions laid therein.
2. The following certificates/documents are enclosed :
 - 2.1 Detailed list indicating documents/statements submitted as part of **Pre-Qualification Bid**.
 - 2.2 Crossed demand draft of Rs. 3 lakhs towards the earnest money.
 - 2.3 Experience certificates showing experience in trade for a minimum period of 3 years, of satisfactory transportation of at least 1500 TEUs per annum.
 - 2.4 Documents indicating ongoing contracts in hand (submit a Nil statement if there is no ongoing contract in hand).
 - 2.5 Documents like Balance sheet, P&L account for last 3 financial years, regarding financial standing of the firm/company.
 - 2.6 Documents regarding constitution of the firm/company like partnership deed, memorandum and articles of association etc.
 - 2.7 Evidence of the authority of person signing this proposal and to a contract resulting therefrom and the requisite Powers of Attorney (if required).
 - 2.8 Details of experienced staff on hand and organization structure to be made available at ICD/Pithampur and Mumbai for this work.

(Signature of the Tenderer)

- 2.9 Details of Equipment owned and proposed to be deployed along with proof of owning/leasing in form of copies of registration certificates of equipment and letters from actual owners regarding their leasing it to me/us for duration of contract.
- 2.10 This tender document with all pages intact and duly signed by the tenderer except **Annexure-V**.
- 3. A sum of Rs. Three lakhs is forwarded herewith as earnest money in the form of demand draft No. _____ drawn on _____ in favour of "Container Corporation of India Ltd.," payable at Mumbai.
- 4. I/We agree to keep this tender open for a period 120 (One hundred twenty) days from the date fixed for opening the same which can not be withdrawn from the said period of 120 (One hundred twenty) days or until contract for the said work is fully executed, with a third party whichever is earlier.
- 5. The "**Schedule of Rates**" (Annexure-V) duly filled and signed is enclosed in a separate sealed envelope superscribed as "**Financial Bid**". It is understood that the "**Financial Bid**" will be opened on a subsequent date only if my/our "**Pre-qualification Bid**" is found suitable/accepted by CONCOR.
- 6. I/We do hereby declare that the entries made in the tender document and the annexures/appendices attached therein are true.

Yours faithfully,

SIGNATURE OF TENDERER

1 _____

2 _____

SIGNATURE OF WITNESSES

1 _____

2 _____

TENDERER'S ADDRESS

ADDRESS OF WITNESSES

1 _____

2 _____

TELEGRAPHIC ADDRESS : _____

TELEPHONE NUMBERS : _____

(Signature of the Tenderer)

ANNEXURE-II**CONTAINER CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)****AGREEMENT FOR ACTING AS "TRANSPORT CONTRACTOR (TC)" – SERVICE-A FOR
CONTAINER CORPORATION OF INDIA LTD. FOR ICD, PITHAMPUR, INDORE**

Contract Agreement No. _____

Dated _____

An agreement made this _____ day of _____ Two Thousand Six between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, Western Region (hereinafter called CONCOR) on the one part and _____ and carrying on business at _____ under the name of _____ (hereinafter called the Transport Contractor **(TC)** which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of performing the work of transporting and carriage of ISO, RTS containers with or without cargoes for export as defined in this tender document and at the rates and under the conditions specified in the tender document and its annexures.

Whereas the **TC** has agreed with CONCOR to perform all the operations set forth in the tender document and its annexures hereto annexed upon the Terms and Conditions governing this contract annexed.

In consideration of the payment to be made by CONCOR, the **TC** shall duly perform the said operations in the said tender documents and its annexures 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 carryout the work in accordance with the Terms and Conditions of the contract with effect from _____ day of _____ 2006 up to _____ day of _____ 2009 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the **TC** observes and honours the said Terms and Conditions of the contract, CONCOR will pay or caused to be paid to the **TC** for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the Schedule of Rates hereto annexed.

The cost of stamp duty on this account shall be borne by CONCOR. In witness whereof the said parties have hereunto set their hands the day and year first above written.

TRANSPORT CONTRACTOR_____
CHIEF GENERAL MANAGER
FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA LTD.**(Signature of the Tenderer)**

WITNESSES

1. _____

2. _____

WITNESSES

1. _____

2. _____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

(Signature of the Tenderer)

ANNEXURE-III

**CONTAINER CORPORATION OF INDIA LTD.,
(A GOVT. OF INDIA UNDERTAKING)**

BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd., acting through the Managing Director, having its registered office at CONCOR Bhavan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110076, having agreed to permit M/s. _____ (hereinafter called the said Contractor) to transport RTS containers in a manner described in the contract/tender document on its behalf as custodians of the export cargo on the Terms and Conditions of the agreement for/on production of a Bank Guarantee for **Rs. 10,00,000 (Rupees Ten lakhs only)**, we _____ Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding **Rs. 10,00,000 (Rupees Ten lakhs only)** 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 Contractor to carry containers &/or cargo safely in contravention of the Terms and Conditions in the said agreement.
2. We _____ Bank, do hereby undertake the promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Managing Director, 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 to perform the said operations safely without damaging cargo &/or containers. 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. 10,00,000 (Rupees Ten lakhs only)**.
- 3.1 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 three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
- 3.2 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 upto four month beyond the expiry of the period of contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of aforesaid.
- 3.3 Provided that we _____ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from time to time at the request of the party M/s. _____ and at the discretion of the Bank.

(Signature of the Tenderer)

4. We _____ Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said contract from time to time or to postpone for any time or from time to time any of the powers excisable by the Container Corporation of India Ltd., against the said contractor and to forebear 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 contractor 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.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We _____ Bank, lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

(Signature of the Tenderer)

ANNEXURE IV**DETAILS OF EQUIPMENT OFFERED FOR DEPLOYMENT
UNDER THE CONTRACT**

We undertake to deploy the following minimum equipment for transportation under this contract for ICD Pithampur, Indore.

Sr. No.	EQUIPMENT OFFERED FOR THE WORK	MODEL / MAKE / YEAR OF MANUFACTURE	RC details	OWNERSHIP DETAILS and CURRENT DEPLOYMENT
Trailers for transportation of 20'/40' ISO containers.				
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(Signature of the Tenderer)

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(Signature of the Tenderer)

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(Signature of the Tenderer)

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59.				
60.				

NOTE : The tenderer is required to enclose copy of registration book for each vehicle owned by him in his name. For all other cases where vehicles are not owned by the tenderer, an undertaking or agreement from the owners for the use of such equipment(s) by the tenderer during the duration of the contract must be enclosed.

(Signature of the Tenderer)

ANNEXURE-V
SCHEDULE OF RATES

Rate Category	Schedule of Activity	Para of scope of work	20' container		40' container		
			In figures	In words	In figures	In words	
II. Round Trip Service (RTS) (Base Rate)							
CT-1	Mumbai ICD Mumbai	2.1 (CT-1)					
CT-2	Mumbai Factory ICD Mumbai with factory location at	2.1 (CT-2)					
	a. Pithampur /Ghatabillo						
	b. Indore/Mangliyagaon						
	c. Dewas						
	d. Nagda						
	e. Bhopal / Mandideep						
	f. Other locations						
	Within & upto 30 km.						
	> 30 and upto 60 km						
	Addl. Block per 10 km.						

(Signature of the Tenderer)