

CONCOR INVITES TENDER FOR PROVIDING PROFESSIONAL SERVICES FOR
ROAD TRANSPORTATION WORK AT ICD, KANPUR (U.P.)

COST OF DOCUMENT : Rs 2,000/- .

**DATE OF SALE : 15.02.06 TO 07.03.06 FROM 10 :00 AM TO 04 :00 PM
ON ALL WORKING DAYS**

LAST DATE OF SUBMISSION : 08.03.06 UPTO 14 : 30 HRS

DATE OF OPENING : 08.03.2006 AT 15 : 00 HRS

PERIOD OF CONTRACT :36 MONTHS, EXTENDABLE FOR ANOTHER
PERIOD OF 12 MONTHS.

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

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

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

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



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

Tender papers

For

Contract for Road Transportation

For

**Inland Container Depot
KANPUR**

TENDER FORM FOR CONTRACT FOR ROAD TRANSPORTATION WORK AT INLAND CONTAINER DEPOT, KANPUR FOR A PERIOD OF 48 (36+12) MONTHS 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 TENDER FORM WAS SOLD/ ISSUED : _____

4) FULL ADDRESS OF THE APPLICANT :-----

5) SEALED TENDER FORM SHALL BE RECEIVED UPTO 1430 HRS ON

6) TENDER CONTAINING PRE-QUALIFICATIONS WILL BE OPENED AT

.....

Full signature of the
Official Issuing Tender Form

Official seal

Name in block letters

Designation.....

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 1430 HRS ON **8th March 2006** AT THE OFFICE OF CHIEF GENERAL MANAGER, NORTH CENTRAL REGION, ROOM NO. 502, 5THFLOOR, P-5, OCEAN PLAZA, SECTOR 18, NOIDA (U.P).

TENDER CONTAINING PRE QUALIFICATION BIDS WILL BE OPENED AT 1500 HRS ON **8th March 2006** AT THE ABOVE ADDRESS.

(SIGN OF THE TENDERER)

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

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

SIGNATURE OF TENDERER.....

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This tender document consists of. 57 pages. The tenderer are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

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

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CHAPTER-I
TENDER LETTER

Dear Sir,

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

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

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

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

Both the sealed envelopes should again be sealed in one envelope and duly super scribed as “Road Transportation” for ICD, Kanpur. This envelope duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., Room No. 502, 5th Floor, P-5, Ocean Plaza, Sector 18 Noida (U.P), on or before 1430 hrs on 8th March 2006. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

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

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The envelopes containing the “**pre-Qualification Bids**” only be opened at 1500 on 8th March 2006. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers. The envelopes containing the “**Financial Bids**” of such tenderers who qualify after consideration of the “**Pre-Qualification Bids**” will be opened on a subsequent date and time to be notified to the suitable tenderers..

It may please be noted that CONCOR reserves the right to

- Accept or reject any or all the Pre-Qualification Bids in part or in full.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest.
- To extend the date of submission of the tender.
- CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the over all interest of CONCOR and the trade.
- CONCOR reserves the right to re-tender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
- CONCOR reserves the right to pass over a tenderer who may be in same line of business i.e. competing with CONCOR.
- CONCOR reserves the right to disqualify the tenderers black-listed by State/Central Govt. undertakings/Public Sector Units.
- Please note that all customers of CONCOR shall have the option of transporting their own containers by any transporter of their own choice, in case they so desire, subject to fulfillment of conditions laid down by CONCOR for same. Mere award of contract does not confer any right on transporter for all the transportation work.
- To disqualify existing contractor if his contract was terminated by CONCOR on the ground of unsatisfactory working or otherwise or failed to perform as per the terms and conditions of the contract.
- CONCOR reserves the right to seek clarifications from the bidders regarding any information and documents submitted , mentioned in sub-paras , along with Pre-qualifications bid. Failure to submit the same may render the bid liable for rejection.

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

The Scope of work, Terms and conditions and the Schedule of rates of the tender document will constitute the Agreement, to be executed with CONCOR, by the successful bidder.

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

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

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

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

SIGNATURE OF TENDERER.....

CONTAINER CORPORATION OF INDIA LTD.

Chapter - 2

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

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

2. BONAFIDE OFFERS

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

- (a) Having acquired previous experience in transportation business for a minimum period of **one year** having transported at least 600 **Teu’s** during any one year out of the preceding two years i.e. 2003-04 , 2004-2005. However, it is also specified that in the event a party furnishes more than requisite satisfactory experience credentials of the current year (i.e. 2005-2006) it will be considered as experience.
- (b) Having sound financial standing as described in para 6 below.
- (c) Possessing requisite no. of vehicles as described in Chapter 3 on ‘Scope of Work’ Clause no.—and terms and conditions, under ownership/leasing contracting arrangements with proper AMC/suitable arrangements for maintenance. The tenderer must submit relevant documents in support of minimum ownership requirements, as given in clause 12 of Chapter 3 with the tender as otherwise the tender is liable to be rejected.
- (d) Having adequate no. of technically/professionally qualified personnel with him to manage the work efficiently (to give their names, qualifications, experience & present assignment)
- (e) Meeting all other requisites laid down in this chapter elsewhere.

3. TENDER DOCUMENT

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

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4. SUBMISSION OF TENDERS – TIME LIMIT/MODE

4.1 The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and superscribed as **“Prequalification Bid for Contract for provision of professional services for Road transportation for ICD/Kanpur”**. This should contain all the information including details of present business, ownership of Trailers and financial standing which would enable CONCOR to decide on credentials of the tenderers for performing/doing the job besides earnest money (para 5 of Chapter – 3) and other documents listed below in para 4.1.1 and elsewhere in this chapter. The second part will consist of the **“Financial Bid”** for **Road transportation for ICD/Kanpur”** and should be superscribed on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscribed as **“Tender for Road transportation for ICD/Kanpur”** and addressed to Chief General Manager, North Central Region, Noida..

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

- (a) Letter of Submission of Tender.
- (b) Tenderer shall be required to deposit a sum of Rs 3,00,000/- (Rs 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 New Delhi and valid for a minimum period of six months from the date of issue. No interest will be allowed on the earnest money deposited.
- (c) Experience Certificates for prescribed volumes and years in original.
- (d) Documents indicating ongoing contracts in hand, if any.
- (e) Documents indicating financial ability of the firm/company for undertaking the work tendered for i.e audited financial statements of the firm/company in accordance with Para 6 of Chapter 3.
- (f) Income & Expenditure account & Balance sheet for the last 2 Financial years viz., 2003-04 and 2004-05.
- (g) Papers indicating constitution of the firm/s and the requisite Power/s of Attorney, if required.
- (h) Statement of vehicles (with certified copies of RC’s of vehicles) proposed to be deployed for work under the contract in format given in Annexure V indicating details of owned vis-à-vis hired vehicles.
- (i) In case the contractor is likely to hire vehicles from other operators, then Letters of the operator about their willingness to lend vehicles to the contractor for the duration of the contract be submitted.
- (j) This Tender document with all pages intact except SOR duly signed and embossed with official seal. The Tender document must be properly numbered and binded.
- (k) Evidence of authority of the person signing tender papers and any contract resulting therefrom.
- (l) Organization chart.
- (m) Undertaking for non modifications in the Tender Document if the document is downloaded from the Web site as per Annexure VII.

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

- 4.1.2. The following documents shall be submitted in the financial bid. The schedule of rates given at Annexure-‘II’ duly filled in & signed by the tenderer.
- 4.2 The tenders duly completed as described in para above must reach the designated office of Chief General Manager, North Central Region, Room No. 502, P-5, Ocean Plaza, Sector 18, Noida (UP) up to 14:30 hrs. on 8th March 2006, positively. **Tenders received after opening time shall be treated as late tender and rejected outright.**
- 4.3 Sealed tender 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 tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day on the same schedule timings.
- 4.4 The tenders will be opened at CONCOR’s office, located at the above address at 15:00 hrs. on 8th March. Only the envelope containing the pre-qualification bids will be opened on the due date. The tenderers or their representative may be present at the time of opening of the tenders, if they so desire.
- 4.5 The managing Director, CONCOR, reserves the rights to extend the date of submission and opening of tender.
- 4.6 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.
- 4.7 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-3 on “Scope of Work” and “Terms & Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Transportation contract, or did not understand or did not have full knowledge of site conditions, method of working of DCT/ICDs, various laws applicable to the work relating to DCT/ICDs/CFSS etc., labour laws and local labour practices, various distances involved in the transportation work etc.
- 4.8 Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in

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full by the tenderer or his authorized signatory. The total number of cutting on each page must be mentioned on the bottom of each page.

- 4.9 The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR. The rates quoted in the schedule of rates should be reasonable and work able.
- 4.10 It may please be noted that CONCOR reserves the right to re-tender or modify the terms and condition of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e L-1.
- 4.11 Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.
- 4.12 Any variation, addition and/or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 4.13 The rates for all categories in the schedule of rates must be quoted in both words and figures. If there is variation between the rates quoted in “figures” and in “words” only the rates quoted in words shall be taken to be as correct and valid. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 4.14 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.15 Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with the official seal at the time of submission.
- 4.16 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.
- 4.17 The Managing Director, CONCOR reserves the right to extend the date of submission and opening of the tender.
- 4.18 If the tenderer deliberately gives wrong information or suppresses/conceals any information /facts in his tender to make his bid favorable for acceptance in his tender or create circumstances for the acceptance of his tender fraudulently , than CONCOR reserves the right to reject such tender at any stage of execution without any financial liability this will be done without pre justice to CONCOR ‘s right to seek any other remedy under law.

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- 4.19 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.
- 4.20 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.
- 4.21 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing Director or the duly 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/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.
- 4.22 **Validity of Offer** : 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 date of opening of the tender, 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 requisite, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR

5. PREVIOUS EXPERIENCE OF TENDERERS

The tenderer should enclose documents and certificates in proof, to the satisfaction of CONCOR, of (i)his previous experience of transportation business for a minimum period of **One year** having transported at least 600 **Teu's** during any one year out of the preceding two years i.e. 2003-04 , 2004-2005. However, it is also specified that in the event a party furnishes more than requisite satisfactory experience credentials of the current year (i.e. 2005-2006) it will be considered as experience at any ICD/CFS/Port facility involving similar transportation works of ISO/DSO containers/heavy cargo, (ii) his technical ability and financial ability to undertake the work of the magnitude tendered for. The experience certificate must testify the kind/nature of work undertaken by the bidder. The experience should be in the same name/firm/composition in which it is applying for this contract Tenders, which are not supported by satisfactory credentials, will not be considered.

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6. FINANCIAL CREDIBILITY OF FIRM

- 6.1 The tenderer should have achieved a minimum turn over of Rs.1 crore p.a. in its business in the same name in which he is submitting his offer during any one year out of the previous two years i.e FY 2003-04 and 2004-2005.
- 6.2 The financial statements like P&L A/c and Balance Sheet for the FY 2003-04 and 2004-05 should be duly audited.
- 6.3 The tenderer must have a minimum net worth of Rs. 40 lakhs based on the last available Financial Statement/Balance Sheet/Annual Report.

7. CONSTITUTION OF THE FIRM

- 7.1 The tenderers who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership deed. Cooperative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 7.2 The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 7.3 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in sub-para 7.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

8. STUDY OF LOCAL CONDITIONS

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

9. ACCEPTANCE OF TENDER

- 9.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority of Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 9.2 Acceptance of tendered rates will be communicated by Fax/Telegram/E-mail/Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by Fax/Telegram/E-mail or Express Letter, the Formal Acceptance of tender will be forwarded to the successful bidder as soon as possible, but the Fax/Telegram/E-mail or Express Letter should be deemed to conclude the contract.

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- 9.3 The tender documents in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 9.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 9.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 9.6 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR also is not bound to give the reasons for such disqualification.

9 VEHICLES

- 9.1 The tenderer shall submit along with his Pre-Qualification Bid, list of vehicles, he owns and which he has in hands and those he intends to deploy at ICD for execution of the work. The minimum scale of vehicles envisaged for the operation has been detailed vide para 12 of Chapter - 3. A part of the vehicles, as specified must be owned by the tenderer in its own name or in the name of any of the directors of the company, if the tenderer is the limited company. Otherwise, the tender may be summarily rejected. In case of partnership firms, vehicles owned by one of the partners shall be considered towards fulfillment of the ownership condition. The tenderer should also indicate arrangements proposed for dealing with breakdowns etc. so that the operation do not suffer.
- 9.2 For rest of the vehicles, the tenderer should indicate source clearly along with supporting documents as proof of its ability to fulfill the requirements of the tender conditions in this regard. In case of hiring, the ownership of the vehicles should be indicated clearly, its proof submitted and a letter/arrangement from the owners for the use of such vehicles by the tenderer during the entire duration of the contract shall be enclosed.
- 9.3 The tenderer shall attach a Statement of Vehicles giving complete description of vehicles proposed to be deployed under this contract in the format enclosed as Annexure V. This list may contain more vehicles than the minimum vehicles listed above. The make /model, year of manufacture, capacity mechanical condition, ownership etc. of the vehicles should be clearly indicate and the attested photocopies of their RCs showing this information should be enclosed. Original supporting documents like registration papers of the vehicles may be required to be produced for verification subsequently to CONCOR.
- 9.4 All the vehicles deployed by the tenderers should be in good fettle and capable of transporting all types of containers and cargo in accordance with ISO standards stipulated for container and cargo.

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

10. EXECUTION OF CONTRACT DOCUMENT

10.1 The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, North Central Region, Container Corporation of India Ltd. Noida in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents within Ten days of the date of issue of communication from the CONCOR's office and start the work within 21 days of signing of the contract or by the date stipulated by the CGM/NCR whichever is later.

10.2 Failure to do so 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 and Conditions stipulated in this document.

11. CONFIDENTIALITY OF THE TENDER DOCUMENTS

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

13. POSTAL ADDRESS FOR COMMUNICATION

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

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

SIGNATURE OF TENDERER.....

CONTAINER CORPORATION OF INDIA LTD.

Chapter - 3

SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

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

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

2. SCOPE OF WORK

2.1 SHORT /LONG DISTANCE TRANSPORTATION

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

2.1.1 FACTORY STUFFING

Providing road trailer for transporting empty containers between ICD Kanpur and consignor's premises for stuffing on chasis (while the containers are loaded on road trailers), with in the under mentioned radius from ICD Kanpur. The nominated empty containers will normally be required to be loaded from ICD/Kanpur and unloaded loaded container at ICD/Kanpur after stuffing at consignor's premises or vice-versa. Normal cycle in such cases would be One Way Empty – One Way Loaded(OWE-OWL) movement of containers.

For every distance slab and for different category of Wt. slabs(upto 12Mt, >12-18Mt, >18-24Mt, >24 Mt-30Mt) for 20' container and (upto 18 Mt, >18-22 Mt rates and >22-32 Mt) rates to be quoted for 40' container. Rates to be quoted accordingly as a,b,c,d for 20' and a,b,c for 40'

- 1) Upto to 5 Kms radius from ICD Kanpur
- 2) More than 5 Kms and upto 10 Kms radius from ICD Kanpur
- 3) More than 10 Kms and upto 15 Kms radius from ICD Kanpur
- 4) More than 15 Kms and upto 25 Kms radius from ICD Kanpur
- 5) More than 25 Kms and upto 50 Kms radius from ICD Kanpur
- 6) More than 50 Kms and upto 100 Kms radius from ICD Kanpur
- 7) More than 100 Kms and upto 150 Kms radius from ICD Kanpur
- 8) More than 150 Kms and upto 200 Kms radius from ICD/ Kanpur
- 9) More than 200 Kms and upto 250 Kms radius from ICD/Kanpur

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- 10) More than 250 Kms and upto 300 Kms radius from ICD/Kanpur
- 11) More than 300 Kms and upto 350 Kms radius from ICD/Kanpur
- 12) More than 350 Kms and upto 400 Kms radius from ICD/Kanpur
- 13) More than 400 Kms and upto 450 Kms radius from ICD/Kanpur
- 14) More than 450 Kms and upto 500 Kms radius from ICD/Kanpur

2.1.2 FACTORY DESTUFFING

Providing road trailer for transporting loaded containers between ICD Kanpur and consignee's premises for destuffing while the containers are loaded on road trailers, with in the under mentioned radius from ICD Kanpur. The nominated loaded containers will normally be required to be loaded from ICD Kanpur and unloaded at ICD Kanpur after destuffing at consignee's premises or vice-versa. Normal cycle in such cases would be One Way Loaded – One Way Empty movement of containers(OWL-OWE). For every distance slab and for different category of Wt. slabs(**upto 12Mt, >12-18Mt, >18-24Mt, >24 Mt-30Mt**) for **20’ container and (upto 18 Mt, >18-22 Mt rates and >22-32 Mt) rates to be quoted for 40’ container. Rates to be quoted accordingly as a,b,c,d for 20’ and a,b,c for 40’**

- 15) Upto to 5 Kms radius from ICD Kanpur
- 16) More than 5 Kms and upto 10 Kms radius from ICD Kanpur
- 17) More than 10 Kms and upto 15 Kms radius from ICD Kanpur
- 18) More than 15 Kms and upto 25 Kms radius from ICD Kanpur
- 19) More than 25 Kms and upto 50 Kms radius from ICD Kanpur
- 20) More than 50 Kms and upto 100 Kms radius from ICD Kanpur
- 21) More than 100 Kms and upto 150 Kms radius from ICD Kanpur
- 22) More than 150 Kms and upto 200 Kms radius from ICD/ Kanpur
- 23) More than 200 Kms and upto 250 Kms radius from ICD/Kanpur
- 24) More than 250 Kms and upto 300 Kms radius from ICD/Kanpur
- 25) More than 300 Kms and upto 350 Kms radius from ICD/Kanpur
- 26) More than 350 Kms and upto 400 Kms radius from ICD/Kanpur
- 27) More than 400 Kms and upto 450 Kms radius from ICD/Kanpur
- 28) More than 450 Kms and upto 500 Kms radius from ICD/Kanpur

2.2 LONG DISTANCE ROAD TRANSPORTATION

Transportation of Loaded container **between** under mentioned destinations and Kanpur (from A to H) for different category of Wt. slabs(**upto 12Mt, >12-18Mt, >18-24Mt, >24 Mt-30Mt**) for **20’ container and (upto 18 Mt, >18-22 Mt rates and >22-32 Mt) rates to be quoted for 40’ container. Rates to be quoted accordingly as a,b,c,d for 20’ and a,b,c for 40’**

2.2.1 Transportation of loaded containers between:

Destinations	Transit time(in days*)
A. Kanpur and JNPT/NSICT.	5
B. Kanpur and Tughlakabad.	2
C. Kanpur and Dadri	2
D. Kanpur and MUNDRA Port.	5

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E.	Kanpur and Pipavav.	5
F.	Kanpur and Agra	2
G.	Kanpur and Malanpur (Gwalior)	3
H.	Kanpur and Ravtha Road (Kota).	4

2.2.2 Transportation of Empty Container between:

A.	Kanpur and Dadri.	2
B.	Kanpur and Tughlakabad.	2
C.	Kanpur and Agra	2
D.	Kanpur and MUNDRA Port	4
E.	Kanpur and Pipavav.	4
F.	Kanpur and Ravtha Road (Kota)	3
G.	Kanpur and Malanpur (Gwalior)	3

(*Transit time exclude the date of job order.)

(* Please note that gross weight of containers including tare weight will be taken into consideration for fixing the weight slabs.

NOTE:

(a) Normally loaded containers will be sent to consignee's premises for destuffing and empty containers brought back to ICD Kanpur. There may, however, be cases when the empty container destuffed at consignee's premises are required to be repositioned at some other party's premises for stuffing with in the same area or in a different radius slab. This would entail Both Ways Loaded Movement of container for some distance. In such cases the Road Transport Contractor will be paid 25 % extra over, for the second slab in which back loading is required to be done, over and above the quoted rate of the initial slab covering One Way Empty – One Way Loaded Movement for the purpose of destuffing.

Both way loaded (BWL) = One way loaded one way empty (OWL OWE) + 25% of One way empty one way loaded (OWE OWL)

b) In case, empty container sent to consignor's premises for stuffing is returned back empty on account of non-availability of cargo, this would entail Both Ways Empty movement of container. In such cases the Transport Contractor will be paid only 75 % of the rate quoted of that slab covering One Way Empty – One Way Loaded Movement. Both way empty (BWE) = 75% of One way empty one way loaded (OWE OWL)

Note: Toll tax will be collected from the customer and reimbursed to Transporter on actual basis.

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3. Force Majeure :

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

4. DURATION OF CONTRACT (03 years + 1 year)

- 4.1 The contract shall be awarded for a period of three years (36 months) from the date of commencement of contract. CONCOR shall however, have the right to exercise its discretion of extending the contract by another one year in case it considered it necessary. The extension shall be granted on the basis of mutually negotiated rates. No request for any change in rates will be entertained during the pendency of the contract except as provided in 19.1 (i.e. Rate Revision Clause) of this chapter.
- 4.2 The date of the signing of the agreement by the T.O., shall be treated as the date of commencement of contract.
- 4.3 However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period (inclusive of extended period) for at least 4 (four) months or till the new contract is finalized, whichever is earlier.

5. EARNEST MONEY

- 5.1 The tenderer shall be required to deposit a sum of Rs 3,00,000/- (Rs. Three lakhs only) as earnest. The earnest money shall be deposited along with pre-qualification bid by cross Demand Draft made out in favour of “ Container Corporation Of India Ltd.” Payable at New Delhi/Noida and valid for a minimum period of six months from the date of issue. Documents submitted without EMD will be summarily rejected.
- 5.2 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 withdraw 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. Should the tenderer fail to observe or comply with the said stipulation, the entire amount in sub-para 5.1 shall be liable to be forfeited to CONCOR.
- 5.3 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 5.4 No interest shall be allowed on the earnest money deposited and also on security deposit as referred to under para below.

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5.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para 6.1 below in case the tenderer chooses to submit the 'Security Deposit' in cash. In case the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full. The earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalized.

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

6. SECURITY DEPOSIT

6.1 The successful bidder will be required to furnish a security deposit of Rs. Twenty five lakhs towards successful performance under this contract within ten days from the date of communication of award of contract in his favour by CONCOR. The security deposit may be submitted in any of the following forms with validity up to 4 months beyond the expiry of the period of contract:

- (i) Bank Guarantee of State Bank Of India or any National Bank in the proforma approved by CONCOR.
- (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR in prescribed forms.
- (iii) A. 12 years National Defence Certificate at the surrender value.
b. 10 years Defence Deposits at the surrender value.
c. State Loan Bonds.
- (iv) Demand Draft/Pay orders.

Notes

- (i) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificate, etc.) will not be accepted.
- (ii) The national Saving / Defence Certificates as referred to in para 6.1 (ii) and (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- (iii) No interest shall be allowed or paid on the security deposit.

6.2 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and / or execute an agreement to take up the contractor within ten days of the acceptance of the tender, the Earnest Money Deposit mentioned above will be forfeited by CONCOR in full, without prejudice to any further rights or remedies in this regard for breach of contract.

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

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7 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 7.1 **PROVISION OF STAFF:** The contractor shall provide, at his own cost, trained operators and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the contract. The contractor shall provide, at his own cost, all employees with necessary identity cards and distinctive name badges/uniforms, which they shall display on their person to distinguish them from unauthorized persons.
- 7.2 Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this contract and shall employ only such persons whose characters has been verified by police. He shall, on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.
- 7.3 The official incharge of Inland Container Terminal shall be at liberty to object to and require the contractor to remove forthwith from the terminal any person employed by the contractor if, in the opinion of official incharge of Container terminal, such person is disobedient/insubordinate or mis-conducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor at Container Terminal without the written permission of official incharge of Container Terminal. Any person so removed shall be replaced by a competent substitute. The decision of official incharge of Container Terminal shall be final and shall not be questioned on any ground whatsoever.
- 7.4 **Insurance :** It is advisable for T.O. to take a suitable insurance policy for transportation of cargo/containers, and also for allied activities/risks, if any. This is in the interest of the T.O. to cover himself from risks involved in transportation of cargo/containers. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for value as he deems fit. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract. CONCOR, however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the TO from TO's bills/security deposit/BG etc., irrespective of whether insurance policy has been taken by TO or not.

8. SAFETY/PRECAUTIONS

- 8.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling of all types of containers, transportation of all types of containers, handling of all types of cargo and stuffing / destuffing of containers.
- 8.2 The contractor shall indemnify Container Corporation of India Ltd against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 8.3 CONCOR will not be liable to pay to the Staff/Labour of T.O for the injuries/death while performing duty. In case, CONCOR is to incur any liability, same will be recovered from the T.O.

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9. LIABILITY FOR LABOUR LAW

9.1 All labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor. He shall specifically ensure completely with following Laws/Acts and their enactments/amendments.

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

9.2 The Contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of any of the labour laws to the extent they are applicable to the establishment/work in container terminal.

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

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

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

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

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- (a) The Contractor shall obtain a valid license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with original license to the ICD- in-charge immediately on start of the work. The original will be returned to contractor after verification. Similar action will be taken by the contractor at the time of renewal of licence.
- (b) The Contractor shall pay wages to his labour in a manner laid down in Section 63 to 71 of the Contract Labour Central Rules, 1971 in presence of official nominated by in-charge of ICD.
- (c) The Contractor shall keep and maintain necessary Registers/Records, issue employment cards/service certificates and display notices in accordance with Sections 75 to 82 of the Contract Labour Central Rules, 1971.
- (d) The Contractor shall comply with the provisions of Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify CONCOR from and against any claims under the aforesaid Act and the Rules.

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

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

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

9.7 COMPLIANCE OF PAYMENT OF WAGES ACT 1936

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

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

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

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

9.8 CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923

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

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9.9 HOURS OF EMPLOYMENT REGULATIONS

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

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

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

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

9.9.5 The contractor should obtain separate code (identification number) for deposit of PF and ESI dues, if applicable, and deposit all dues with concerned authority directly prior to commencement of work.

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

9.9.7 The contractor shall also comply with all laws, rules and regulations of Central/State Govt. and local Municipal Corporation and other Govt. bodies with regard to road vehicles. The contractor shall ensure that he has obtained required licenses for operation 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.

10 PROVISION OF VEHICLES

10.1 The contractor shall ensure that he deploys the specified/required serviceable vehicles of good working condition & manufacturing year as detailed in para 13 below at the Container Terminal for execution of the proposed work and the vehicles as required in para 12 of Chapter 3 should be owned/hired by him. The contractor should also make necessary arrangements for stand by vehicles against mechanical & other failures to ensure that the work does not suffer. The

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arrangements for servicing the vehicles dealing with breakdowns etc., should also be made by him.

- 10.2 In the event of a breakdown of the vehicles required as per the contract, CONCOR will be free to hire vehicles at rates available in the market and deduct charges from the transportation bill of the contractor if the contractor is unable to arrange for repair of broken down vehicles or provision of a stand by in a reasonable time, which will be the sole discretion of the official in charge of the terminal. The official in charge of the terminal shall have the right to impose penalty as it may find suitable if the breakdown vehicles is not restored in suitable time frame.
- 10.3 All vehicles shall be in good fettle and capable of transporting ISO containers in accordance with relevant ISO standards stipulated for container transportation.
- 10.4 Vehicles utilizing internal-combustion-engine shall not emit undue smoke and all of them shall conform to pollution control standards- no oil spills in ICD.
- 10.5 The Terminal Operator shall, before commencement of operation, get all vehicles inspected at the Container Terminal by the CONCOR official In-charge of the Container Terminal. In case any particular equipment is not found to be of adequate standard/performance before commencement of operation or at any time during the currency of the contract, the Terminal Operator shall replace the same to the satisfaction of CONCOR.
- 10.6 Transportation Operator shall obtain the required license for operation of the vehicles from the authorities concerned and ensure that these are operated by experienced and qualified operators, as per requirement of the local transport and other authorities and law.
- 10.7 The successful tenderer shall make arrangements for positioning of adequate vehicles and trained personnel before the commencement of operations as per the contract.
- 10.8 The contractor shall pay (& bear) all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies as required by them, under their rules for cranes, fork lifts, vehicles, trailers, etc., employees or workers engaged by him. No claim in this behalf shall be entertained by CONCOR.
- 10.9 Contractor should make his own arrangements for repairing /maintenance.
- 10.10 An area in the ICD will be earmarked for repair/maintenance work.
- 10.11 No compensation will be paid for non use or idling of vehicles.
- 10.12 Insuring all the vehicles will be the responsibility of the contractor.
- 10.13 vehicles deployed are not to be used for any other purpose without

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the written permission of the Terminal Manager. Any violation on this account will attract a penalty up to of Rs.5000/- subject to minimum of Rs.1000/- on each occasion

10.14 The contractor will be required to base vehicles at Kanpur and to start the cycle of work. The job orders for start of the cycle of work will be given by the Chief/Terminal Manager at the respective terminal.

10.15 A penalty of Rs. 5000/ per day per trailer will be imposed and collected for non-provision of trailer for starting of work within stipulated time.

11 VOLUME OF WORK/SCHEDULE OF QUANTITIES

11.1 The schedules of quantities indicated in Annexure II are only an approximate estimate of the volumes expected. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities.

11.2 As mentioned in sub para – 12.1, the quantities mentioned in Annexure II are only an approximate estimate and shall not be a basis for any dispute with regard to the rates quoted by the tender/contractor or for the alteration of Terms and Conditions. The nature and extent of the work is and shall remain subject to variation and adjustments depending upon the actual operational and commercial requirements.

12. MINIMUM VEHICLES REQUIRED UNDER THE CONTRACT:

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

Sl.no	Activities	Equipment	Nos.	Manufacturing Year	Remarks
.1	For external transportation of containers, capable of transporting of 20'/22'/40' containers.	Road Vehicles, as prescribed in para 14 below	Total 45 Trailers (30*20' Trailers and 15'* 40' trailers.	Should be in working condition- submitted a copy of Road worthiness fitness certificate issued by the concerned transport authority of state law and should be of 1998 or after make.	At least 10*20' and 5*40' Trailers should be owned by the Tenderer / partner/ Director of the bidder firm rest may be on leased. An undertaking from owners for giving it to the tenderer on lease for the period of contract should be attached

NOTE:

The actual number of requirement of vehicles (trailers)/ will be subject to variation in volume and actual number to be deployed at any given time will be intimated to contractor by Terminal

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Manager. However, contractor must be able to arrange additional 15 trailers as and when required with in 7 days notice, if more trailers are required, the same may be provided within 15 days notice to be given by Terminal Manager.

13. PROVISION OF VEHICLES

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

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

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

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

13.4 The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate. Vehicles should not be more than five years old (date of registration to be guide in this regard) and these should be maintained as required by laws of the land from time to time.

13.5 The road vehicles shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, etc. and the transporter shall have to comply with all such requirements as may be necessary in this regard.

13.6 The contractor should have required registrations and licences for the operations of the vehicles issued by the competent authorities. The contractor shall also ensure that the vehicles are operated by experienced and qualified operators/drivers as per the requirements of traffic authorities dealings with various aspects of law of the land.

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

13.8 All vehicles shall be comprehensively insured by the contractor.

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14 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTAINER/CARGO

The contractor shall be liable to compensate CONCOR in full for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property or any damage to container or cargo whether in his possession or not through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

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

15 LLEGAL GRATIFICATION

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

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

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

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16 DEATH OF CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor’s firm shall vitiate or affect this contract but the contractor’s heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

17. SUBLETTING NOT ALLOWED

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

18 PAYMENTS

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

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

18.3 The contractor shall prepare and submit fortnightly / monthly bills in prescribed forms based on the quantum of work handled during the previous fortnight / month to the Terminal In charge of the ICD/Kanpur. The format in which the bills should be prepared by the contractor 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 bill will ordinarily be made within 10 days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.

18.4 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carryout or render such services.

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DERIVING OF RATES FOR EXTRA SERVICES/SUBSTITUTED ITEMS

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

- As far as possible the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
- If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (ICD/CFS) nearby would be applicable.
- If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
- The decision of the Managing Director, CONCOR with respect to the rates for extra/substituted items of work will be final and binding.

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

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

- 18.6 A claim for services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof.

- 18.7 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR.

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

- 18.9 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence error, etc or any cause whatsoever from handling bills & from the security deposit or any other amounts due

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to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

- 18.10 he contractor shall make a claim for the services rendered under this contract 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 the respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay.
- 18.11 Any claim in respect of under payment to the contractor 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 liable to be summarily rejected by CONCOR.
- 18.12 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of CGM/NCR, notwithstanding what has been laid down in para 19.10 above. The decision of the CGM/NCR shall be final and binding on the contractor.
- 18.13 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 basis.

19. RATE REVISION CLAUSE

- 19.1 The contract prices shall remain firm throughout the contract period, except for variation in diesel (HSD) prices. CONCOR will increase or decrease the rates at six monthly frequency @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any Govt. notification, etc. duly supported by documentary evidence.
- 19.2 First rate revision would be done only after 6 months of commencement of contract, w.e.f. 1st of the month following completion of 6 months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of two years on, say, 16th April 2005, there will be three rate revisions due during two years period. 1st rate revision would due w.e.f. 1st Nov. 2005, 2nd w.e.f. 1st May 2006, and 3rd w.e.f. 1 Nov, 2006.
- 19.3 The rate revision would be regulated by the following formula:

a) For 1st rate revision

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

where

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

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

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b) For subsequent six monthly rate revisions

% Change in contract rates = $(PE - PB) / PB \times 100 \times 30 / 100$, where

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

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

19.4 In case CONCOR management decides to extend the contract period by one more year, CONCOR may negotiate the price with the TO depending upon market situation at that time. Extension will be given at mutually accepted rates. Contractor will have right to exit for the extended period if no agreement on mutually acceptable rates. Contractor will have the right to exit for the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period.

19.5 In such an event, the contractor will, however, have to work at the same rates for another 4 months, beyond the initial contract period, to enable CONCOR finalise alternative arrangements. In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16th April 2007 and the reference base price of HSD (PB) for further extended period shall be 16.4.2007 and relevant contract rates shall be negotiated rates arrived at for extended period.

Illustration:

Suppose the HSD price on the date of submission of the tender mentioned in para 2 above was Rs.22.20 per litre and it is Rs. 25.20 per litre on 1st Nov,2005. Accordingl to the formula %age increase in contract rates will be as under:

For 1st rate revision (on 1.11.2005)

$$= (P1 - PB) / PB * 100 * 30 / 100$$

$$= (P1 - PB) / PB * 100 * 30 / 100$$

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

For second six monthly rate revisions on 1 May,2006, let the HSD price as on 1.5.2006 be Rs.22.12 per litre. Then, in this case:

$$= (PE - PB) / PB * 100 * 30 / 100$$

$$= (22.12 - 22.20) / 22.20 * 100 * 30 / 100$$

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

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20. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

- 20.1 The transportation contractor shall work in close consultation with and as per guidance and direction of Terminal Manager/Kanpur. The different types of work required to be executed on day to day basis will be advised to transportation contractor in the form of "Job Orders" or any other manners deemed fit by the Terminal Manager ICD/Kanpur.
- 20.2 The contractor shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the contractor. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency or by engaging vehicles and staff directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.
- 20.3 In the event of contractor's employees going on strike which would include what is understood as a stay in strike or if there is suspension of work due to non availability of drivers or any other cause or if the progress of the work is affected due to shortage/inadequate provision of trailers/staff any other failure on the part of the contractor to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to carry on work under this agreement through any other agency or by engaging trailers directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of contractor and shall be recovered from any money due to him or from his security deposit referred to in this agreement.
- 20.4 The contractor shall be liable to be fined upto Rs.5,000/- (Rupees Five thousand only) on each incidence/occurrence at the sole discretion of the Terminal Manager for unsatisfactory service or any lapses, failure to comply with the terms and provisions of the contract, misconduct on part of his employees, servants or workers in day to day operations. Such fines will be recoverable from the handling bills of the contractor.
- 20.5 Further more in case of repeated failures/unsatisfactory performance on part of contractor, to comply with the terms and conditions of the contract to the satisfaction of CONCOR it shall be open to CONCOR to terminate this contract by giving not less than 7 days notice in writing to that effect and if the contractor does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as whole or in part. In the event of such termination of the contract, CONCOR shall be entitled to :
- (i) forfeit the security deposit as it may consider fit,
 - (ii) get the balance work done at the risk and cost of the contractor by making an alternative arrangement as deemed necessary and until such time CONCOR is able to appoint a new Contractor;and
 - (iii) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

The unsatisfactory working will included the following:

- Repeated failure to adhere to the work.

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

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

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

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

21 TIME LIMIT FOR EXECUTION OF JOB ORDERS

The contractor shall make available trailers for loading as per the following:

21.1 Job orders issued, up to 14.00 hrs. , should be complied with by 17.00 hrs., the job order issued after 14.00 hrs and up to 20.00 hrs should be complied with up to 08.00 hrs of next day due to traffic restriction from 17.00 hrs to 22.00 hrs.in vogue in Kanpur. If the local traffic restriction undergo a change, CGM/NCRO is empowered to change/modify the job orders compliance schedule.

21.2 Failure to do so as given above will be constituted to be instances of non-compliance of job order or unsatisfactory working liable to be fined up to a maximum of Rs 5000/- subject to minimum of Rs.500/- per Teu as per discretion of Terminal Manager.

21.3 In case of long distance transportation i.e.for containers meant to JNPT/NSICT/MUNDRA/PIPAVAV Port etc. as per clause 2.4, if the contractor fails to reach to the destination as per transit time, the penalty of Rs.750/ per Teu per day or part there of and Rs. 1000/- per Feu per day or part there of can be imposed if no satisfactory reasons are found.

22 MAINTENANCE AND DOWN-TIME OF VEHICLES

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

90%

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

23 TRAILER DETENTION

In normal circumstances, the lifting on/off of empty/export loaded containers on/from road trailers by the terminal operator at ICD should not take more than three working hours for each operation after the road trailers have been positioned by the transport contractor. At the nominated ICD or parties units stuffing operations of containers should normally not take more than 4 working hours for 20' containers and 8 working hours for 40' containers. Trailers arriving up to 11.00 hrs at units of exporters/Importers but not dispatched by close of the day will invite penalty as specified below.

- (i) Rs.500/- per 20` trailer/day or part thereof.
- (ii) Rs.750/- per 40` trailer/day or part thereof.

Trailers arriving after 11.00 hrs. at the unit of exporter/importers next day will be free for stuffing/destuffing to the party, similarly the detention charges shall not be payable to the contractor.

24 ARBITRATION

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

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- 24.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 24.8 The venue of arbitration be such place as may be fixed by the Arbitrator in his sole discretion.
- 24.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 24.10 Once the contractor has been paid his security deposit and has been returned his Bank guarantee by CONCOR it shall be treated that the contract is over and no disputes shall be entertained after that.
- 24.11 No interest will be due on the amount/claim due as a result of finalization of arbitration/reconciliation.

25 DEDUCTION TOWARDS INCOME TAX OR ANY OTHER LEVY AT SOURCE

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

26 LICENCE/PERMISSION/REGISTRATION

Whenever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the TO shall at his cost arrange for such Licence/permission/Registration. Contractor 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. The contractor shall pay all levies, fees,taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for vehicle / trailers, employees or workers engaged by him. These charge shall be borne by the contractor. No claim for reimbursements, made against by contractor shall be entertained by CONCOR.

27 CONCOR RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE THE TRANSPORTATION CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW.

If, at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted in any Court of law, CONCOR will have the

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absolute option of terminating the contract forthwith and the Terminal Operator shall have no right for damage or compensation on this account.

28. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALISED

Except as otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding on CONCOR unless and until the same are endorsed or incorporated in a formal instrument.

29. NOTICES ETC.

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

30. WORKING HOURS

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

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

The contractor shall be liable to compensate CONCOR for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to CONCOR and/or to rolling stock or other property belonging to Railway or CONCOR whether in his possession or not through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

32. MONITORING OF TRAILER MOVEMENT AND KEEPING CONCOR/SHIPPER INFORMED:

The CONTRACTOR shall develop systems to keep a track of all the trailers moving between factories & ICD, as also between ICD & factories and local transportation in Kanpur Area. A daily report indicating the location expected arrivals etc. should be sent.

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33. PROHIBITION AGAINST TAKING WORK FROM CONCOR GOVERNMENT SERVANTS

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

34 EXIT CLAUSE

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

35 GENERAL

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

Chief General Manager/NCR

For and on behalf of Container Corporation of India Ltd.

The scope of work and all terms and conditions listed from Para 1 to 35 along with their sub-paras have been read carefully, understood and accepted.

Signature of Tenderer

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

SIGNATURE OF TENDERER.....

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

Issued to

To,

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

Dear Sir,

Sub : TENDER FOR CONTRACT FOR ROAD TRANSPORTATION FOR INLAND CONTAINER DEPOT, KANPUR FOR A PERIOD OF 48 (36+12) MONTHS FROM THE DATE OF AWARD OF CONTRACT.

1. Subject to the conditions given in the tender documents purchased by me in connection with above-mentioned contract, I/We hereby tender for the contract for working as Transport Contractor for CONCOR, for its ICD at Kanpur at the rates specified in the SOR (Annexure – II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein
- 2.. Following certificates/documents are enclosed herewith :
 - 2.1 Experience certificate showing the experience in the work tendered for/trade for a minimum period of **one year** having transported at least 600 **Teu's** during any one year out of the preceding two years years i.e. 2003-04 , 2004-2005. However, it is also specified that in the event a party furnishes more than requisite satisfactory experience credentials of the current year (i.e. 2005-2006) it will be considered as experience.
 - 2.2 Documents showing constitution of the firm/company (copy of partnership deed with copy of registration certificate in case of partnership firm and a copy of incorporation certificate, certificate of Memorandum and Articles of Association in case of a company).
 - 2.3 Income and expenditure account and balance sheet (in case of partnership owned firm) certified by a chartered accountancy firm or audited annual report (in case of company) for FY 2003-04 and 2004-05 as per which my Turnover from transport and handling business is over a minimum level of Rs 1 crore.

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- 2.4 Evidence of the authority of the person signing this proposal to bind tenderer to this proposal and to any contract resulting therefrom.
 - 2.5 Organisation chart.
 - 2.6 Statement of vehicles (with certified copies of RC's of vehicles proposed to be deployed for work under the contract in format given in Annexure V indicating details of owned vis-à-vis hired vehicles.
3. A sum of Rs.3,00,000/- (Rupees Three lakhs only) towards earnest money in the form of pay order/demand draft no..... dated in favour of CONTAINER CORPORATION OF INDIA LTD.” , payable at New Delhi.
 3. I/We agree to keep this tender open for a period of 120 (one hundred and twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (one hundred and twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.
 5. The details of other contracts held by me/us with CONCOR/Railway Administration/other agencies doing similar work of transporting ISO containers and other allied work are given below :
 - (a)
 - (b)
 - (c)
 6. The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualification bid is accepted by CONCOR.
 7. I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Tenderer's address	Yours faithfully, Signature of Tenderer/s 1. 2.
Telegraphic address	Name, Signature and Address of witnesses 1. 2.
Telex/fax number if any.	E-mail no. if any,

SIGNATURE OF TENDERER.....

ANNEXURE III
BANK GUARANTEE BOND

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

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

3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.

A Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.

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

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

Date :

Officer's signature with Bank seal

SIGNATURE OF TENDERER.....

42

ANNEXURE IV

AGREEMENT FOR ACTING AS TRANSPORT CONTRACTOR BY PROVIDING PROFESSIONAL SERVICES FOR TRANSPORTATION FOR INLAND CONTAINER DEPOT, KANPUR

Contract Agreement No :

Dt :

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

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

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

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

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

SIGNATURE OF TENDERER.....

43

CONTRACTOR

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

WITNESS
(NAME, SIGNATURE
& ADDRESS)

WITNESS
(NAME, SIGNATURE
& ADDRESS)

1.

.....

.....

2.

.....

.....

1.

.....

.....

2.

.....

.....

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

SIGNATURE OF TENDERER.....

ANNEXURE – V

PARTICULARS OF VEHICLES OFFERED

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

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

Signature _____

Name of person signing _____

Tenderer's name _____

Seal _____

Annexure-II

SIGNATURE OF TENDERER.....

2.1 SCHEDULE OF RATES FOR WORK TO BE PERFORMED AS A TRANSPORTER: SHORT DISTANCE
TRANSPORTATION

ANNEXURE II

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
2.1.1	Transportation for factory stuffing (OWE –OWL)						
	1. Upto 5 Kms.						
20'	(a) upto 12 MT	20					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				10		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	2. >5 - 10 Kms						
20'	(a) upto 12 MT	230					
	(b) > 12 Mt and upto 18 MT	50					
	(C) > 18 Mt and upto 24 MT	210					
	(d) >24 Mt and upto 30 MT	30					
40'	(a) upto 18 MT				430		
	(b) > 18 and upto 22 MT				35		
	(c) > 22- 32 MT				200		
	3. >10 – 15 Kms						
20'	(a) upto 12 MT	20					
	(b) > 12 Mt and upto 18 MT	5					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	4. >15 –25 Kms						
20'	(a) upto 12 MT	320					
	(b) > 12 Mt and upto 18 MT	35					
	(C) > 18 Mt and upto 24 MT	60					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				40		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				3		
	5. >25 Kms.- 50Kms.						
20'	(a) upto 12 MT	470					
	(b) > 12 Mt and upto 18 MT	75					
	(C) > 18 Mt and upto 24 MT	20					
	(d) >24 Mt and upto 30 MT	30					
40'	(a) upto 18 MT				180		
	(b) > 18 and upto 22 MT				20		
	(c) > 22- 32 MT				5		

SIGNATURE OF TENDERER.....

ANNEXURE II

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
2.1.1	Transportation for factory stuffing (OWE –OWL)						
	6. >50 Kms.- 100 Kms.						
20'	(a) upto 12 MT	2					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				70		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	7. >100 Kms.- 150 Kms.;						
20'	(a) upto 12 MT	1					
	(b) > 12 Mt and upto 18 MT	3					
	(C) > 18 Mt and upto 24 MT	10					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	8. >150 Kms.- 200 Kms.;						
20'	(a) upto 12 MT	1					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	9. >200 Kms.- 250 Kms.;						
20'	(a) upto 12 MT	3					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	10					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				30		
	10. >250 Kms.- 300 Kms.;						
20'	(a) upto 12 MT	10					
	(b) > 12 Mt and upto 18 MT	5					
	(C) > 18 Mt and upto 24 MT	100					
	(d) >24 Mt and upto 30 MT	50					
40'	(a) upto 18 MT				90		
	(b) > 18 and upto 22 MT				160		
	(c) > 22- 32 MT				35		

SIGNATURE OF TENDERER.....

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
2.1.1	11. >300 Kms.- 350 Kms.;						
20'	(a) upto12 MT	1					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	12. >350 Kms.- 400 Kms.;						
20'	(a) upto12 MT	1					
	(b) > 12 Mt and upto18 MT	80					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	35					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				15		
	13. >400 Kms.- 450 Kms.;						
20'	(a) upto12 MT	1					
	(b) > 12 Mt and upto18 MT	1					
	(C) > 18 Mt and upto 24 MT	1					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	14. >450 Kms.- 500 Kms.;						
20'	(a) upto12 MT	1					
	(b) > 12 Mt and upto18 MT	1					
	(C) > 18 Mt and upto 24 MT	850					
	(d) >24 Mt and upto 30 MT	150					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				2		
	(c) > 22- 32 MT				30		

SIGNATURE OF TENDERER.....

**2.1 SCHEDULE OF RATES FOR WORK TO BE PERFORMED AS A TRANSPORTER: SHORT DISTANCE
TRANSPORTATION**

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
2.1.2	Transportation for factory destuffing (OWL-OWE)						
	1. Upto 5 Kms.						
20'	(a) upto 12 MT	3					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	1					
	(d) > 24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				2		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	2. >5 - 10 Kms						
20'	(a) upto 12 MT	10					
	(b) > 12 Mt and upto 18 MT	20					
	(C) > 18 Mt and upto 24 MT	225					
	(d) > 24 Mt and upto 30 MT	670					
40'	(a) upto 18 MT				40		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				370		
	3. >10 – 15 Kms						
20'	(a) upto 12 MT	5					
	(b) > 12 Mt and upto 18 MT	5					
	(C) > 18 Mt and upto 24 MT	1					
	(d) > 24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	4. >15 – 25 Kms						
20'	(a) upto 12 MT	20					
	(b) > 12 Mt and upto 18 MT	30					
	(C) > 18 Mt and upto 24 MT	130					
	(d) > 24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				5		
	(b) > 18 and upto 22 MT				5		
	(c) > 22- 32 MT				10		
	5. >25 Kms.- 50Kms.						
20'	(a) upto 12 MT	30					
	(b) > 12 Mt and upto 18 MT	50					
	(C) > 18 Mt and upto 24 MT	150					
	(d) > 24 Mt and upto 30 MT	20					
40'	(a) upto 18 MT				15		
	(b) > 18 and upto 22 MT				15		
	(c) > 22- 32 MT				10		

SIGNATURE OF TENDERER.....

Claus	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
2.1.2	Transportation for factory destuffing (OWL -OWE)						
	6. >50 Kms.- 100 Kms.						
20'	(a) upto 12 MT	2					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	35					
	(d) >24 Mt and upto 30 MT	180					
40'	(a) upto 18 MT				5		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				140		
	7. >100 Kms.- 150 Kms.;						
20'	(a) upto 12 MT	1					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	25					
	(d) >24 Mt and upto 30 MT	10					
40'	(a) upto 18 MT				1		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				30		
	8. >150 Kms.- 200 Kms.;						
20'	(a) upto 12 MT	5					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	15					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				5		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		
	9. >200 Kms.- 250 Kms.;						
20'	(a) upto 12 MT	5					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	30					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				5		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				50		
	10. >250 Kms.- 300 Kms.;						
20'	(a) upto 12 MT	1					
	(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	10					
	(d) >24 Mt and upto 30 MT	1					
40'	(a) upto 18 MT				5		
	(b) > 18 and upto 22 MT				1		
	(c) > 22- 32 MT				1		

SIGNATURE OF TENDERER.....

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'		
			In Figures	In word		In Figures	In word	
2.1.2	11. >300 Kms.- 350 Kms.;							
	20'	(a) upto 12 MT	1					
		(b) > 12 Mt and upto 18 MT	1					
		(C) > 18 Mt and upto 24 MT	1					
		(d) >24 Mt and upto 30 MT	1					
	40'	(a) upto 18 MT			1			
		(b) > 18 and upto 22 MT			1			
		(c) > 22- 32 MT			1			
		12. >350 Kms.- 400 Kms.;						
	20'	(a) upto 12 MT	1					
		(b) > 12 Mt and upto 18 MT	1					
	(C) > 18 Mt and upto 24 MT	1						
	(d) >24 Mt and upto 30 MT	30						
40'	(a) upto 18 MT			1				
	(b) > 18 and upto 22 MT			1				
	(c) > 22- 32 MT			1				
	13. >400 Kms.- 450 Kms.;							
20'	(a) upto 12 MT	1						
	(b) > 12 Mt and upto 18 MT	1						
	(C) > 18 Mt and upto 24 MT	1						
	(d) >24 Mt and upto 30 MT	1						
40'	(a) upto 18 MT			1				
	(b) > 18 and upto 22 MT			1				
	(c) > 22- 32 MT			1				
	14. >450 Kms.- 500 Kms.;							
20'	(a) upto 12 MT	1						
	(b) > 12 Mt and upto 18 MT	1						
	(C) > 18 Mt and upto 24 MT	1						
	(d) >24 Mt and upto 30 MT	1						
40'	(a) upto 18 MT			1				
	(b) > 18 and upto 22 MT			1				
	(c) > 22- 32 MT			1				

SIGNATURE OF TENDERER.....

2.2 LONG DISTANCE ROAD TRANSPORTATION

Loaded between Kanpur and JNPT/NSICT

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	(Size 20'	Rate		Size 40'	Rate	
					Figure	Words		Figure	Words
2.2	2.2.1.A (a,b,c,d)	20'	Upto 12	1					
			>12-18.	1					
			>18-24	1					
			>24-30	1					
	(a,b,c)	40'	Upto 18				1		
			>18-22				1		
			>22-32				1		

Loaded between Kanpur and TKD

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	(Size 20'	Rate		Size 40'	Rate	
					Figure	Words		Figure	Words
2.2	2.2.1B (a,b,c,d)	20'	Upto 12	1					
			>12-18.	1					
			>18-24	1					
			>24-30	1					
	(a,b,c)	40'	Upto 18				1		
			>18-22				1		
			>22-32				1		

ANNEXURE-II

Loaded between Kanpur and Dadri

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	(Size 20'	Rate		Size 40'	Rate	
					Figure	Words		Figure	Words
2.2	2.2.1C (a,b,c,d)	20'	Upto 12	1					
			>12-18.	1					
			>18-24	1					
			>24-30	1					
	(a,b,c)	40'					1		
			Upto 18				1		
			>18-22				1		
			>22-32						

SIGNATURE OF TENDERER.....

RS/CONTRACTS/TEN-CH&TT-AGRA

Loaded between Kanpur and Mundra Port

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	Size 20'	Rate			Size 40'	Rate		
					Figure	Words			Figure	Words	
2.2	2.2.1D (a,b,c,d)	20'	Upto 12	1							
			>12-18.	1							
			>18-24	1							
			>24-30	1							
	(a,b,c)	40'	Upto 18					1			
			>18-22					1			
			>22-32					1			

Loaded between Kanpur and Pipavav Port

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	Size 20'	Rate			Size 40'	Rate		
					Figure	Words			Figure	Words	
2.2	2.2.1E (a,b,c,d)	20'	Upto 12	1							
			>12-18.	1							
			>18-24	1							
			>24-30	1							
	(a,b,c)	40'	Upto 18					1			
			>18-22					1			
			>22-32					1			

Loaded between Kanpur and Agra

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	Size 20'	Rate			Size 40'	Rate		
					Figure	Words			Figure	Words	
2.2	2.2.1F (a,b,c,d)	20'	Upto 12	1							
			>12-18.	1							
			>18-24	1							
			>24-30	1							
	(a,b,c)	40'	Upto 18					1			
			>18-22					1			
			>22-32					1			

SIGNATURE OF TENDERER.....

ANNEXURE-II

Loaded between Kanpur and Malanpur (Gwalior)

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	Size 20'	Rate		Size 40'	Rate	
					Figure	Words		Figure	Words
2.2	2.2.1G (a,b,c,d)	20'	Upto 12	1					
			>12-18.	1					
			>18-24	1					
			>24-30	1					
	(a,b,c)	40'	Upto 18				1		
			>18-22				1		
			>22-32				1		

Loaded between Kanpur and Ravatha Road(Kota)

CLAUSE	Sub clause	CATEGORY 20'/40'	WEIGHT (MT)	Size 20'	Rate		Size 40'	Rate	
					Figure	Words		Figure	Words
2.2	2.2.1H (a,b,c,d)	20'	Upto 12	1					
			>12-18.	1					
			>18-24	1					
			>24-30	1					
	(a,b,c)	40'	Upto 18				1		
			>18-22				1		
			>22-32				1		

SIGNATURE OF TENDERER.....

ANNEXURE-II
Empty Between Kanpur and Dadri

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2A	1				1			

Empty Between Kanpur and TKD

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2B	1				1			

Empty Between Kanpur and Agra

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2C	1				1			

Empty Between Kanpur and MDPT

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2D	1				1			

Empty Between Kanpur and PPBR

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2E	1				1			

Empty Between Kanpur and Ravatha Road (Kota)

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2F	1				1			

Empty Between Kanpur and Malanpur (Gwalior)

CLAUSE	Sub- Clause	Size 20'	Figure	Rate	Words	Size 40'	Figure	Rate	Words
2.2	2.2.2G	1				1			

SIGNATURE OF TENDERER.....

ANNEXURE-VI

EXPERIENCE CERTIFICATE

(on company's letter head)

This is to certify that M/s_____ have worked as our handling contractor for the work of handling ISO containers. Their performance has been very satisfactory up to our expectations. The details of containers handled by them during previous years has been as under

Mechanical handling of ISO containers.

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

(Authorised Signatory)

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

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

SIGNATURE OF TENDERER.....

Annexure-VII

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

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

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

Signature of the authorized signatory.

With seal

SIGNATURE OF TENDERER.....

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