OPEN TENDER FOR LEASING OUT OF SPACE FOR PROVIDING CANTEEN SERVICES AND BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL
(Two bid System)
TENDER NOTICE

1. Sealed tenders are invited for the below mentioned work from established, experienced and reliable firms.

2. Tender document can be purchased from the office of the Chief General Manager (Central Region), at above mentioned address or from the Nagpur Container Terminal between 09.30 to 18.00 hrs on all working days. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of Chief General Manager (Central Region), as per date and time mentioned below and shall be opened in presence of the tenderers or their authorized representatives.

3. This tender document and its bidding document can also be downloaded from the website of CONCOR i.e. www.concorindia.com and eprocure.gov.in. However, the indenting bidders who use Bidding Documents downloaded from the website should submit the document along with tender cost of 560/- (including GST @ 12%) by way of Demand Draft in favor of “Container Corporation of India Ltd.” payable at Nagpur at the time of submission of bid.

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<td>Rs.6,125/- (Rupees Six Thousand One hundred Twenty Five Only) (By Demand Draft in favor of “Container Corporation of India Ltd.” payable at Nagpur)</td>
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<td>Cost of Tender document</td>
<td>Rs.560/- (including GST @ 12%) by demand draft in favor of “Container Corporation of India Ltd.” payable at Nagpur</td>
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<td>Date of sale of Tender</td>
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Any further clarification / corrigendum will be uploaded on our website only.

4. Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/ difficulty/ inaccessibility of downloading facility for any reason whatsoever. An undertaking should be given as defined in Annexure-VI.

5. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

(CHIEF GENERAL MANAGER)
CONTAINER CORPORATION OF INDIA LTD
Central Region, Nagpur
TENDER FORM
Price of the tender document: Rs. 560/-
(Including GST)

CON/CR/NCT/CANTEEN/2019

OPEN TENDER FOR LEASING OUT OF SPACE FOR CANTEEN SERVICES AND BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL.

1. Serial number assigned to the Tender Form: ---------------------

2. Date of Sale / Issue: ---------------------

3. Name of the Applicant to whom the Tender Form was sold/issued: ---------------------

4. Full Address of the Applicant: ---------------------

5. Sealed Tender Forms should be received up to

6. Tenders containing Pre-qualification bids will be opened at CONCOR, Chief General office Nagpur at 15:30 ON 05-03-2019

Office Seal Full Signature of the Official Issuing Tender Form

Name in Block Letters------- Designation ---------------------

Notes/Instructions:

(i) The Tender Form is not transferable under any circumstances.

(ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer except the annexure of Schedule of Rates. The same will be submitted in the second sealed envelope or “Financial Bid”. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
(iii) Each folio of Tender Document 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.

(iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.

(v) Failure to comply with conditions will render the tender liable to be rejected.

(vi) This tender form completed in all respects should be submitted by 15:00 hrs on 05-03-2019 at the office of CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 1st FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440 001.
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This tender document consists of 38 pages. The Licensee is 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 Licensee and embossed with official seal at the time of submission.
CHAPTER-I
TENDER LETTER

Dear sir,

SUB: OPEN TENDER FOR LEASING OUT OF SPACE FOR CANTEEN SERVICES AND BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL.

With reference to above, Sealed Tenders(Two bid) are invited for providing canteen service and business centre at ICD NAGPUR, for a period of two years . The agency may note the following: -

1. Tender form should be filled in neatly, legibly and carefully.
2. The offer should be submitted in two separate envelopes; "Envelope-A" (pre qualification bid) and "Envelope-B" (financial bid). The agency shall also return this tender document duly signed and stamped along with its offer in “Envelope-A”. Financial bid as per Annexure-V shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope super scribed as " TENDER FOR PROVIDING CANTEEN SERVICES AND BUSINESS CENTRE AT ICD NAGPUR. The offer shall reach us on or before 15:00 hrs of 05-03-2019. The tenders will be opened on 05-03-2019 at 15:30 hrs.

Tender must be enclosed in a Sealed cover, superscripted “ Tender No._____ and name of the work _____________” and must be sent by registered post/Courier to the address of CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 1ST FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440 001 so as to reach nominated office not later than 15:00 hours on the date 05-03-2019 of submission or deposited in the special tender box for the purpose in the office of CGM/CR, CONCOR, Nagpur. The special tender box will be sealed at 15:00 hours on dated 05-03-2019. The tender will be opened at 15:30 hours on the same day. The tender paper will not be sold after closing hours on04-03-2019. Any tender received after specified date and time of submission of tender shall be summarily rejected’. Delayed Tender/Late Tender/post tender shall not be opened and will be summarily rejected. The pre-qualification bids will be evaluated as per the criteria laid down by CONCOR to determine the suitability of the tenderers. The envelopes containing “Financial bids” of only those tenderers, who qualify after consideration of the “Pre-Qualification bids” will be opened on a later date and time, which will be communicated to the qualified tenderers.

3. Conditional Tender will not be accepted and will be rejected out-right.

4. CONCOR reserves the right to:
   • Accept or reject any or all of the Tenders, without assigning any reasons.
   • To extend the date of submission of the Tender, and to amend the terms and conditions before award of the contract.

5. Each Tender form must be accompanied with a Demand Draft for Rs.6,125/- ( Rupees Six Thousand One hundred Twenty Five Only) in favour of Container Corporation of India Ltd.
payable at Nagpur as **Earnest Money Deposit**. No Tender will be accepted or considered without the remittance of earnest money.

6. **Envelop “A” (SEALED) – Pre-qualification bid**

**Eligibility Criteria:-**
- The tenderer should enclose copy of authentic documents i.e.
  i. copy of authentic documents under Shop & Establishments Act or Food & Drug Act and FSSAI License clearly proving bidder’s existence in canteen/catering/hospitality business.
  ii. Experience certificate for at least one year during the preceding three financial years and current Fy up to date of submission in running Canteen/Catering/Restaurant either in a PSU/Govt. Dept., RAILWAY or in a reputed organization. The experience should be in the same name/ firm/composition in which the bidder is applying for this contract. If any contract of such nature at least for one years is running / in currency, a satisfactory certificate to that effect from that specific company/organization should support the work order.
  iii. If a bidder is existing contractor with CONCOR (CR), he will have to furnish satisfactory certificate from Terminal Incharge failing which his bid shall be rejected.
  iv. In case of experience of running a canteen / restaurant / catering services in bidder’s self ownership, a self declaration to that effect should be submitted by the bidders who are running own restaurants/canteen/catering services.
  v. The tender document duly signed & stamped on each page by agency.
  vi. Documents regarding constitution of the firm as per para 3 of chapter II.
  vii. EMD of Rs. 6,125/- (Rupees Six Thousand One hundred Twenty Five Only) in favour of Container Corporation of India Ltd. payable at Nagpur.

7. **Envelop “B” (SEALED) – Financial Bid**

Financial Bid in the prescribed form as per **Annexure-V** of tender document. The rates must be filled in words and figures in “Annexure-V” duly signed & stamped on each page by agency.

8. The Agency may note the following.

- The agency will be required to provide the Canteen services and business center at ICD Nagpur. Agencies are advised to visit the ICD, Nagpur and see for themselves the locations of canteen/restaurant premises and make their own assessment of business volumes, etc. The actual volumes may vary within business fluctuation and will not be a case of dispute at a later stage.

- The canteen/restaurant will be used predominantly by officers, officials of CONCOR and Customs authorities, Shipping Lines, Customs House Agents, Surveyor, Road Transportation Companies, Contractors, and their labourers as well as visitors of the said offices housed in the complex, but will not be open for general public, not having business in the ICD.

9. If any of the conditions of Tender are not fulfilled, such Tender will be summarily rejected out right and objections raised in this regard will neither be entertained nor tenable at law being pre-conditions.
10. The CONCOR reserves the right to accept any Tender form among the Tenders received or to reject any or all the Tenders so received without assigning any reason thereof.

11. Necessary Licences/Licences required to run the Canteen/Restaurant must be available with the successful Agency immediately prior to commencement of the Canteen.

12. The successful agency shall be required to execute an agreement with CONCOR on a STAMP PAPER of requisite value as per SPECIMEN DRAFT in Annexure ‘III’ of this document within 15 days of award of contract (i.e. from date of LOI).

   The successful Agency will be allotted a space to commence the canteen services and handed over the vacant possession of the premises after screening the Tender by a nominated committee. The selected agency will have to pay Licence fees in the manner prescribed by the CONCOR authorities.

13. For any further enquires, information or details, please contact Container Corp of India Ltd, ICD, Nagpur either on phone or in person during the office hours on working days.

14. All MSEs registered under the following Authority will be regulated as below:
   a) Such MSEs can get the tender document / sets at free of cost without paying any tender document fees.
   b) Such MSES registered under the agencies mentioned below will be exempted from payment of Earnest Money Deposit:
      i. District Industries Centres
      ii. Khadi & Village Industries Commission
      iii. Khadi & Village Industries Board
      iv. Coir Board
      v. National Small Industries Corporation
      vi. Directorate of Handicraft and Handloom,
      vii. Any other body specified by Ministry of MSME.
   c) The claim of exemption from paying the EMD (exempted under Central /State / PSU) should be supported with photocopy of Certificate issued by concerned department duly notarized.
   (d) The MSEs must also indicate the terminal validity date of their registration
   (e) In case, the MSE does not fulfill the criteria listed above, such offers will not be liable for consideration of benefits detailed in MSE notification of Govt. of India dated 23.3.12.

For Container corporation of India Ltd.

Chief General Manager
CHAPTER – II

INSTRUCTIONS TO TENDERERS

1. PREAMBLE

The work tendered is for leasing out space for canteen facility and business centre at Inland Container Depot, Ajani, Nagpur directed by Chief Manager, Inland Container Depot, Nagpur, under the overall supervision of Chief General Manager which is under the management of Container Corporation of India Ltd., Chief General Manager, Central Region at Civil Lines, BPCL building Nagpur. The details of the work required to be done are described in ‘Scope of Work and Terms & Condition governing contract’ in Chapter- III. This tender is for Leasing out of space for Canteen services and Business Centre at the Nagpur Container Terminal (NCT).

2. TENDER DOCUMENT

The Tender Document (38 pages) will consist of all documents listed in the table of Contents on page no. 6.

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

3. CONSTITUTION OF THE FIRM

3.1 The tenderers who constitute a Firm, Company, Association/or Society must enclose notarised copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership deed. If the tenderer is a Cooperative society they must submit a notarised copy of the certificate of registration from the “Registrar of Co-Operative Societies” along with the documents listed in the Para 5 of Chapter II. Similarly, the welfare organization if any participating in the tender should submit the notarized copies of their Certificate of Registration with the Registrar Office or any other equivalent Government Department, Municipal Corporation etc. under which they are being registered, along with the documents listed in the Para 5 of Chapter II.

3.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
3.3 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case the notarised copy of the Power of Attorney shall accompany the tender application/document. A notarized 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.

3.4 If a Limited Company or a Limited Corporation submits the tender application, 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 notarised 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, Memorandum of Association of its existence before the contract is awarded. 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. CONCOR may, recognize changes in Power of Attorney and related documents after obtaining proper legal advice, cost of which will be chargeable to the tenderers.

4. EARNEST MONEY DEPOSIT

Each tenderer shall be required to deposit a sum of Rs.6,125/- (Rupees Six Thousand One hundred Twenty Five 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 Nagpur and valid for a minimum period of Three months from the date of issue. No interest shall be allowed on the earnest money deposited. The EMD of the successful tenderer can be adjusted against the security deposit. The EMD of unsuccessful bidders will be refunded within four months of finalization of contract. No interest shall be paid on EMD. Tenders received without EMD will be summarily rejected.

5. Eligibility Criteria.

The tenderer should enclose copy of authentic documents i.e.

i. Copy of authentic documents under Shop & Establishments Act or Food & Drug Act and FSSAI License clearly proving bidder’s existence in canteen/catering/hospitality business.

ii. Experience certificate for at least one year during the preceding three financial years and current Fy up to date of submission in running Canteen/Catering/Restaurant either in a PSU/Govt. Dept., RAILWAY or in a reputed organization. The experience should be in the same name/ firm/composition in which the bidder is applying for this
contract. If any contract of such nature at least for one years is running / in currency, a satisfactory certificate to that effect from that specific company/organization should support the work order.

iii. If a bidder is existing contractor with CONCOR(CR), he will have to furnish satisfactory certificate from Terminal Incharge failing which his bid shall be rejected.

iv. In case of experience of running a canteen / restaurant / catering services in bidder’s self ownership, a self declaration to that effect should be submitted by the bidders who are running own restaurants/canteen/catering services.

v. The tender document duly signed & stamped on each page by agency.

vi. Documents regarding constitution of the firm as per para 3 of chapter II.

vii. EMD of Rs. 6,125/- (Rupees Six Thousand One hundred Twenty Five Only) in favour of Container Corporation of India Ltd. payable at Nagpur.

Tenders, which are not supported by satisfactory credentials, will not be considered. Suitability of the tenderer shall be adjudged on the basis of details to be furnished by the tenderer in the “Pre Qualification Bid”

6. STUDY OF LOCAL CONDITIONS

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

7. SUBMISSION OF TENDERS – TIME LIMIT/MODE

The tender documents duly completed should be submitted in two separate parts with a covering letter to Chief General Manager, CONTAINER CORPORATION OF INDIA LIMITED, 1ST FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440 001. The first part should be sealed in a separate envelope and super scribed as “Pre-qualification Bid - OPEN TENDER FOR LEASING OUT OF SPACE FOR CANTEEN SERVICES AND BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL.”. This should contain all the documents mentioned under eligibility criteria which would enable CONCOR to decide on credentials of the Licensees for performing/doing the job besides earnest money and other documents listed elsewhere in this chapter. The second part will be sealed in another envelope which will be superscribed as “Financial Bid OPEN TENDER FOR LEASING OUT OF SPACE FOR CANTEEN SERVICES AND BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL.” Both the envelopes should be sealed in one envelope and duly super scribed as "BIDS FOR OPEN TENDER FOR LEASING OUT OF SPACE FOR CANTEEN SERVICES AND BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL.” and addressed to Chief General Manager, CONTAINER CORPORATION OF INDIA LIMITED, 1ST FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440 001.

The tenderer should submit following documents in the “Pre-Qualification Bid”.}

Signature of Tenderer & Stamp  
Page 12 of 38
a) Letter of Submission of tender.
b) Crossed Demand Draft of Rs.6,125/- towards Earnest Money Deposit.
c) Documents listed under eligibility criteria.
d) Documents indicating running/ongoing contracts, if any supported by certificate from the concerned Organization/Department who has awarded the contract to the bidder.
e) The tender document should be duly signed, stamped on each page.

The following documents shall be submitted in the “Financial Bid”:

The **Schedule of Rates (Annexure V)** in which rates shall be quoted and shall be signed in full by the tenderer or his authorised signatory.

- The schedule of rates should be filled in carefully after considering all the aspects of work as described in Chapter-III in “Scope of Work and Terms and Conditions governing the contract”. 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 contract, or did not understand or did not have full knowledge of site conditions, method of working of CONCOR terminals, various laws applicable to the work relating to CONCOR terminal, labour laws and local labour practices, etc.

- Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorised signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.

- 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.

- Rates for work described in Schedule of Rates should be quoted both in words as well as in figures. If there is variation between the rates quoted in “figures” and in “words” only the rate 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. It may please be noted that CONCOR reserves the right to re-tender or modify the terms and conditions of the tender.
Tender must be enclosed in a **Sealed cover, superscripted** “Tender No._____ and name of the work ___________” and must be sent by registered post/Courier to the address of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 1ST FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440001** so as to reach nominated office **not later than 15:00 hours** on the date 05-03-2019 of submission or deposited in the special tender box for the purpose in the office of **CGM/CR, CONCOR, Nagpur**. The special tender box will be sealed at 15:00 hours on dated 05-03-2019. The tender will be opened at 15:30 hours on the same day. The tender paper will not be sold after closing hours on04-03-2019. Any tender received after specified date and time of submission of tender shall be summarily rejected.

The Chief General Manager, CONCOR, reserves the rights to extend the date of submission and opening of tender. The intending Licensee shall sign each folio/pages of Tender Document or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission. If the tender document is signed by the authorized signatory then an authorization letter to that effect should be attached with the tender.

Each and every supporting document attached with the tender should be signed by the intending Licensee and embossed with the official seal at the time of submission.

Tenders containing erasures, omissions or alterations are liable to be rejected. If any correction becomes necessary these must be made in ink and all such corrections must be attested by full signature of the Licensee and dated.

8. **VALIDITY OF OFFER**

The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the Tenderer fails to observe or comply with the said stipulation, the amount of earnest money shall be liable to be forfeited by CONCOR.
9. **SYSTEM OF AWARD OF LICENSE.**

9.1 Pre-Qualification Bids will be evaluated on the basis of documents submitted by the bidders to determine the suitability of all tenderers as per Para 7 in this Chapter. The envelopes containing the “Financial Bids” of only such tenderers who qualify after consideration of the “Pre-Qualification Bids” will be opened on a subsequent date and time, to be notified to the qualified tenderers only.

9.2 Financial bids will be opened in the presence of eligible bidder’s representative. Name of the bidder and the financial bid will be read aloud and recorded. License will be awarded on the basis of evaluation of Financial bid of eligible parties (eligible as per para 9.1).

9.3 Convener of the TEC on behalf of the committee of CONCOR will be empowered to seek clarifications or call for additional/deficit documents from the bidders.

10. **ACCEPTANCE OF TENDER**

10.1 The authority for acceptance of the tender documents will rest with the Competent Authority (CGM) of Container Corporation of India Ltd. Regional office, Nagpur, who does not bind himself to accept the highest or any other tender, nor does he undertake to assign reasons for his decision in this matter.

10.2 Acceptance of tender will be communicated by Speed post/registered post/courier, email or Formal Acceptance of tender. In case where acceptance is indicated by Speed post/registered post/courier, email, or the Formal Acceptance of tender will be forwarded to the Licensee as soon as possible, but the Speed post/registered post/courier, e-mail or Express Letter should be deemed to conclude the contract.

10.3 The tender document 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 Licensee.

10.4 Canvassing in connection with tender is strictly prohibited and the tender submitted by the Licensee who resorts to canvassing will be liable for rejection.

10.5 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 two working days.

10.6 If Licensee deliberately gives wrong information or conceals any information/facts in his tender, which shall be favorable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.
The contract would be awarded subject to the approval of the jurisdictional commissioner of Customs.

11. EXECUTION OF CONTRACT DOCUMENT

The Tenderer whose tender is accepted shall be required to appear at the office of the CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 1ST FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440 001 in person or, if the Tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear for signing the agreement and to execute the contract documents within 15 days of the date of issue of communication from the CONCOR’s office and start the work as per the LOI/award of contract. 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.

CGM/CR may extend the time for execution of Agreement by 15 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so. Till then the letter of award of license would be the binding agreement between CONCOR and the licensee.

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

12. POSTAL ADDRESS FOR COMMUNICATION

Every Tenderer shall state in the tender his postal address including Mobile number and E-mail if any 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.

13. TENDERS THROUGH WEBSITE OF CONCOR:

The bidders who are downloading the tender document from the CONCOR website www.concorindia.com and eprocure.gov.in willing to participate in this tender must comply with the terms and conditions mentioned in the tender document and any changes/modifications made in the tender document will be liable for rejection. Tenderers may download the tender document from our website and same may be submitted along with the cost of tender document by way of Demand Draft in favour of CONTAINER CORPORATION OF INDIA LIMITED at the time of submission of tender document. In case of non-submission of the cost of the tender document, the tender shall be liable for rejection. The tenderer has to indemnify
CONCOR for any losses accrued due to alteration / modification made in the tender terms and conditions. The tenderer has to submit an undertaking to this effect as per Annexure VI.

14. If at any stage, change / modification is noticed in the tender document, tenderer will abide by the original terms and conditions of the tender, failing which, CONCOR reserves the right to reject the tender and/or terminate the contract.

15. This tender document consists of a total of 38 pages. While buying this document you should ensure that all the pages are intact. All pages should be duly signed by the bidder or his authorized representative along with an authorization letter, while submitting the tender.

Thanking you,

Yours faithfully,

Chief General Manager
Central Region, Nagpur.
CHAPTER-III
SCOPE OF WORK AND TERMS & CONDITIONS GOVERNING THE CONTRACT

1. **PREAMBLE**

The Container Corporation of India Ltd. (hereinafter, referred to as CONCOR) has under its management a large number of Inland Container Depot (ICDs), Container Freight Stations (CFSs) and Container Terminals located in the country. CONCOR’s Inland Container Depot at ICD Nagpur is an integrated facility for Exim / Domestic containers carrying export/import cargo destined for/arriving from various gateway ports and this tender is for leasing of space for canteen and business centre at Nagpur Container Terminal.

Illustrative nature of work required to be done by licensee are as under:

2.1 Covered Space at designated location will be provided by CONCOR. **Electricity charges and water charges** shall be paid by the contractor on actual. No electrical equipments should be installed in the canteen without the prior approval of the Terminal Incharge, Nagpur.

2.2 The Canteen and business centre shall be kept open in the premises for the use and benefit of the customers from 6 am to 10 pm or as may be fixed by the Terminal Incharge.

2.3 In the Business Centre the Licensee will have to essentially provide services like Photocopy machine etc. The equipment used should be of reputed brands and the service provided should be of superior quality. The tariff for the above services shall have to be approved by Chief Manager.

2.4 The Canteen will provide a variety of vegetarian and/or non-vegetarian food items and beverages at the rate approved by Chief Manager/NCT so as to cater to a large cross-section of people, which will include customers, Customs, CONCOR, and staff of ICD, Nagpur. The service will include room service and also Canteen service at the outlet. The food items may include beverages (Hot and cold drinks excluding alcoholic beverages), snacks, lunch, dinner, biscuits, ice-creams, fruits, tinned & canned juices etc. However, in case the Licensee wants to sell additional items, they may submit a written request to this effect to the Terminal Incharge, who may approve them in normal course unless the items are objectionable and likely to create problems to the functioning of ICD.

2.5 The licensee must get the rate list approved by CM/ICD, Nagpur, CONCOR before selling the items in the canteen. The same should be displayed prominently for
The Licensee will not charge more than the rates mentioned as per the approved rate list of CONCOR (or MRP as applicable). The rates will be subject to review after completion of initial 12 months and thereafter at a frequency of every 12 months. The licensee will apply for revision in rates of menu/food items to Terminal Incharge for approval. The decision of Terminal Incharge will be final and binding on the rates to be charged with their effective dates and no claim of compensation, whatsoever will be entertained in this regard.

2.6 Tobacco products, cigarettes, Gutkha, wine, beer or any other alcoholic drinks or any other item prohibited by Law at present or in future shall not be sold in the canteen. Beef and Pork shall not be used in any form in any food items.

2.7 The licensee will make all efforts at his own cost to for upkeep and maintenance of canteen and to keep cleanliness, proper placing of Dust bins beauty and Eco friendly environment of the premises. Similarly, the utensils and other items shall be cleaned in the designated place to be provided at the nearest drain. In case of chocking up of the drain as a result of the acts of the Licensee, the Licensee shall immediately arrange to get the same removed.

2.8 The Licensee shall have arrangement for storage of sufficient water, especially during summer season at his own cost.

3. FINANCIAL TERMS AND CONDITIONS.

The space provided for canteen services and Business center at ICD Nagpur premises will be on a monthly rental fee to be quoted by the bidders as required in Schedule of rates in “Financial Bid”. At the end of every year after date of commencement of contract the license fee will be increased by 10%. Extra space if allotted in future, will be charged on pro-rata basis. The Monthly rental shall be payable by 7th of every month in advance by means of Demand Draft/Cheque in favour of Container Corporation of India Ltd. payable at Nagpur. In case of failure or delay in payment interest will be charged @ 18% p.a. for the delayed period. (The H1 bidder will be the bidder who has quoted highest monthly rental.

4. SECURITY DEPOSIT.

4.1 The successful tenderer will be required to furnish a security deposit equivalent of six month rental towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by CONCOR. Towards this, the successful contractor may deposit differential amount (less EMD amount) in the form of instruments listed below within the time specified for submission of Security
Deposit as the part Security Deposit and the remaining Rs.6,125/- (Rupees Six Thousand One hundred Twenty Five Only) will be adjusted by CONCOR by converting the EMD of the contractor,(which will be deemed to be converted in security deposit on the payment date of the remaining amount.) The amount of Security Deposit will have to be paid by Demand Draft drawn in favour of Container Corporation of India Ltd., payable at Nagpur within 15 days from the date of award of contract with validity upto 4 months beyond the expiry of the period of contract. CGM/CR may extend the time limit for submission of SD on the request of bidder.

4.2 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 contract within 15 days of the date of issue of the letter of intent, 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.

4.3 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 recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the Licensee to observe and in performance of the terms and conditions of this contract or any amount that may become due to CONCOR under or 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 Licensee shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the licensee 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 Licensee.

4.4 The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the Licensee of any of the terms and conditions of this contract, leading to premature termination of the contract, without prejudice to CONCOR’s other rights and remedies available under law.

4.5 No interest shall be allowed or paid on the security deposit.

5.0 REFUND OF SECURITY DEPOSIT

5.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the Licensee within four calendar months, after termination or completion of the contract period and on issuance of “No Dues Certificate” by the Chief Manager, Nagpur.
5.2 In the event of any dispute arising between CONCOR and Licensee 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 the Licensee singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the Licensee as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The Licensee shall have no claim for compensation or otherwise for any such detention made by CONCOR.

6. **PERIOD OF LICENSE.**

License for operating the Canteen will be awarded for a period of 24 months. At the end of every year, the monthly rental will be increased by 10%. Extra space, if allotted in future, will be charged on pro-rata basis.

7. **OBLIGATION AND RIGHTS OF THE CONCOR.**

7.1 CONCOR will provide space for canteen & business centre on ‘as is where is basis’ and free from all encumbrances to the licensee on leave and license basis.

7.2 CONCOR will arrange to provide access to the premises to the staff and workers of the licensee and same would be regulated through photo identity card after due verification from time to time.

7.3 The CONCOR has the right to inspect the canteen for reviewing its maintenance standards, quality and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc at any point in time.

7.4 CONCOR will be free to give license to any other caterer in the neighborhood of the Canteen. The licensee of the canteen shall not have any objection in this regard.

8. **OBLIGATION OF THE LICENSEE.**

8.1 Licensee will maintain and operate the canteen and will have the right of use only on leave and license basis.

8.2 The Licensee would have to arrange for adequate solid waste disposal system for the Canteen and will not be allowed to use CONCOR property for the solid waste disposal unless permitted by the CONCOR.
8.3 The licensor shall at all times bear all Taxes imposed by local/State/Central Govt. with respect to the Canteen as may be demanded by any competent/local authority.

8.4 The Licensee shall maintain high quality of standards and hygiene in the unit. He will install necessary equipments, utensils, trays, covers, receptacles etc. in the unit so required for the preparation of food and beverages, complete fit-outs and fixtures in the sitting/standing area and in the canteen. He will also provide for adequate ventilation system for the entire canteen.

8.5 Licensee would pay the required charges for utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, on actual.

8.6 Licensee will also be obligated to make available the premises for the inspection by the Food/Health Inspectors (Local/State/Central Govt.) , CONCOR or any person so authorized by the CONCOR or at any time apart from having the valid food license.

8.7 Licensee shall be responsible for the compliance of the provisions of Prevention of Food Adulteration Act, 1954 or any other amendments thereto.

8.8 Licensee will obtain various licenses/permission as and when required as per the local regulation. In case of any offence on the licensed premises licensee will be solely responsible for its Damages and consequences.

8.9 Licensee shall exhibit a compliant & suggestion register at a conspicuous place, which should be made available for the inspection of CONCOR or any other person authorized by the CONCOR.

8.10 Licensee should make adequate security arrangements for the canteen. CONCOR shall have no liability on security account.

8.11 Licensee will be responsible for compliance with applicable laws such as Sales Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required.

8.12 The licensee would arrange for the Fit-outs or interiors of the canteen as well as its regular maintenance.

8.13 All agreements and dealings would be conducted between the CONCOR and the Licensee.
8.14 All stocks, furniture and fixtures and all other assets installed by the licensee at the canteen shall always remain the property of licensee. The licensee shall be entitled during the period of license to bring and/or remove his stock, furniture, fixtures and other assets into and from the canteen following security checks.

8.15 The licensee shall have the right to renovate, refurbish, decorate, paint, furniture, partition, false ceilings etc required in the interests of its business operations, without changing the basic building structure.

8.16 Licensee shall not use non-food grade plastic material and only eco-friendly/biodegradable packaging material should be used for supply of food items. Instead of plastic, good quality pet or paper glass should be used for serving tea/coffee, mineral water etc.

8.17 The licensee shall comply with any other instructions issued by CONCOR from time to time within a reasonable time, as may be necessary to ensure better services.

8.18 The Licensee shall be allowed to install Automatic Vending Machines (AVM) for HOT & Cold beverages (within the unit allotted).

8.19 The licensee shall deploy efficient and reliable staff and supervisors for the work after due police verification.

8.20 The licensee shall keep its employees well dressed and the licensor may prescribe particular uniforms for these employees to ensure easy check.

8.21 The Licensee will restrict the entry of unauthorized vendors of any type of edibles otherwise the licensee be hold responsible for unauthorized venders inside the Canteen premises and a legal action/monetary Damages will be imposed against the licensee. CONCOR also reserves the right to cancel the contract agreement if any unauthorized vender is found in Canteen premises.

8.22 The Licensee shall not sub-license or sublet the operations to any other firm/person. Such subletting or sub licensing in any form will tantamount of the breach of terms & conditions of the license and therefore CONCOR shall terminate the contract and also may debarr the Licensee (if need be) from participating in future after duly forfeiting the Security Deposit-License fee.

8.23 Upon the expiration of this agreement or its earlier termination in accordance with the terms & conditions, obligation thereof the licensee shall remove themselves from the CONCOR premises together with all his belongings and effects and shall deliver vacant position of the premises to CONCOR.
8.24 The Licensee has a bare permission only to run canteens and business center in the CONCOR premises during the contract period and nothing contained in this document shall be constructed as demise in law of the said CONCOR premises or any part thereof and shall not give any legal title or interest to the licensee.

8.25 The canteen/restaurant will be used predominantly by the officials of CONCOR and Customs authorities, Shipping Lines, Customs House Agents, Surveyor, Road Transportation Companies, Licensees, and their labourers as well as visitors of the said offices housed in the complex, but will not be opened for general public. However it is clarified that CONCOR does not guarantee any minimum clientele. As a thumb rule, if the items are made available at competitive rates coupled with good quality, there is a good prospect for business.

The Licensee shall not use the licensed premises, designated parking space or access ways in such a way so as to cause any nuisance, damage disturbance, annoyance, inconvenience or interference to the other persons or adjoining or neighbouring property or to the owners, occupiers or users of such adjoining premises.

8.26 The licensee will have to provide all food items made of material of approved high quality and shall be responsible for the compliance of the provision of Prevention of Food Adulteration Act 1954. In case the licensee is prosecuted & convicted under the provisions of the said Act or any other Act or Regulation by a court of Law the licensee shall be directly liable or responsible and not CONCOR. However, in such circumstances, the contract will be treated as terminated automatically and the Licensee will have to handover the vacant premises to the CONCOR authorities within 48 Hours from the date of such conviction etc.

8.27 The licensee has to install exhaust fan in the kitchen for proper exhaust of smoke.

8.28 The licensee has to make provision for clean and hygienic drinking water by installing water purifier.

8.29 The licensee has to install fly catcher/U.V light gadgets for houseflies.

8.30 It shall be obligatory to keep a fire extinguisher in serviceable order for use in emergency.

8.31 Room-Services from the canteen in the Administrative Offices, ICD complex will be required to be extended by the licensee to all the points in the office and in the meeting room and any other points within the terminal and no extra charge for such services will be payable.
9. CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSEE.

9.1 The licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer protection Act or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the licensee, his workmen, servants and agents. The licensee shall indemnify the licensor and from and against all payments made under the provision of the said act or law including all costs. Any money which may become payable by the licensor as aforesaid shall be deemed to be money payable to the licensor by the licensee and in case of failure by the licensee to repay the licensor any money paid by it as aforesaid within seven days after the same have been demanded by the licensor shall be entitled to recover the same from the security deposit or from any money due by the licensor to the licensee.

9.2 The Licensee will get all his workers medically certified from approved Registered Medical Practitioner recognized by Indian Medical Council, to be free from communicable contiguous diseases in addition to general fitness.

9.3 The licensee will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen & canteen hall. CONCOR will neither provide any cleaning materials; dusters etc. for the same no any extra payment will be made on this account.

9.4 A very high standard of hygiene must be maintained in all respect. Quick, day-to-day disposal of waste material and refuge shall be maintained.

9.5 The licensee will have to obtain all necessary licences for running the canteen under the relevant acts and he will be solely responsible for all the consequences for not obtaining such licenses. He would have to provide Xerox/True copies of such Licences. The Licences would be under Hotel & Restaurant Act, Shops & Establishment Act and other allied Acts etc. The responsibility to comply with the Statutory Provisions & the provisions of various labour laws of the country pertaining to staff deployed by the Licensee shall be that of Licensee. It may be noted that CONCOR is only letting out its premises under leave and license basis for operation of canteen and business centre by the licensee. The contractor shall at all times during the contract indemnify CONCOR against all claims that may be made under the following under mentioned acts or any statutory modifications thereof.
(a) The Payment of Wages Act, 1936
(b) The Factory Act, 1948
(c) The Workmen’s Compensation Act, 1923
(d) The Employees Provident Fund Act, 1952
(e) The Contract Labour (Regulation and Abolition) Act, 1970
(f) The Payment of Bonus Act, 1965
(g) The Payment of Gratuity Act, 1972
(h) The Equal Remuneration Act, 1976
(i) The Employees State Insurance Act, 1948
(j) The Industrial Disputes Act, 1947
(k) The Employment of Children Act, 1938
(l) The Minimum wages Act, 1947
(m) The GST Rules 2017.

The Licensee shall be fully responsible for any violation of the above laws and/or any other law of the state which is required to be followed in respect of the subject tender. CONCOR will be full liberty to make good its loss as a result of failure of the Licensee to comply with the provisions of the various laws.

9.6 In case of accident arising out of and in the course of this agreement, CONCOR will not be responsible for payment of any compensation or under any other law. It will be the Sole responsibility of the licensee for payment towards loss or compensation whatsoever.

9.7 The persons engaged by licensee shall be treated, as Licensee’s own Employees and they will claim no privileges from CONCOR. The Licensee will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behavior.

9.8 The antecedent of the employees engaged for Canteen must be verified and investigated by the Police prior to their appointment. The copy of such investigation Report from Police must be provided to the CONCOR without fail. The expenses for such verification etc. are to be borne by the Licensee and CONCOR will not pay anything towards such expenses.

10. EVENTS OF DEFAULT & TERMINATION:

If the licensee shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the licensee, then it shall be lawful for the CONCOR any time thereafter to terminate the license agreement and forfeit the security deposit subject to the having given to licensee 7 (seven) days prior notice in writing to remedy or make good such breach and inspite of such notice the licensee having failed to remedy the breach. Upon termination of this license agreement as aforesaid, the licensee shall take away its entire belongings and effects and vacate the said space peacefully and shall deliver to
the CONCOR within a given time frame. CONCOR may initiate process for termination of license and forfeiture of security deposit in the following event of default:-

- Breach of any of the terms or conditions or obligation of license on part of licensee.
- Any major material alteration in the structure without the authorization of CONCOR and or competent authority.
- The licensee being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the licensee.
- Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement.
- Closure of business by Licensee without prior approval by CONCOR.
- Failure to adhere to any of the due dates of payment specified in schedule of payment.
- CONCOR at their discretion may call for any record to satisfy them regarding operation of canteen and licensee will provide every help failing which it may amount to breach of condition of the license.

11. **HYGIENE AND QUALITY CONTROL.**

11.1 Licensee will provide sale of products of reputed brands only. The storage, handling of raw material and finished products will have to be in extreme hygienic conditions. The food to be served should be fresh, well cooked and tasty. Sale of spoiled and stale food and food adulteration is prohibited.

11.2 CONCOR reserves the right to get the food samples/raw material collected and tested at approved laboratories at the cost of the licensee. Licensee will maintain the entire premises neat and clean in order to control pollution and abide by the regulations on the subject.

12. **UNSATISFACTORY SERVICES/PERFORMANCE :**

12.1 CONCOR authorities shall have every right to search the licensee’s employees at any time while going out of the Office/ICD Complex premises without prejudice and there shall be no grievances expressed/felt on this account either by licensee or his employees.
12.2 CONCOR will have every right to inspect and oversee functioning of canteens with a view to ensure hygiene, quality & quantity of edibles and beverages and efficient services as well as in regards to fulfillment of terms and conditions of this contract. Any, instructions issued by the Inspecting Authority should be complied immediately and compliance Report be submitted to the CONCOR authorities.

12.3 In case of unsatisfactory performance / complaints due to services rendered or behavior of the Licensee with the users is brought to the notice of CONCOR officials, a Damages of up to Rs.500/- (Rupees five hundred only) per case will be levied by CONCOR.

12.4 The photocopy machine should not be down for more than two days in a month as there is usually urgent requirement of photocopying by the users of Nagpur Container Terminal. In case the Licensee does not comply with these requirements CONCOR shall be at a liberty to impose Damages of up to Rs.500/-per case on the Licensee.

12.5 The Licensee is required to maintain hygiene in and around the Canteen premises. If the hygiene level is found to be unsatisfactory a Damages of upto Rs.500/-per case shall be leviable on the Licensee.

12.6 The Licensee can prefer an appeal to CONCOR on the Damages mentioned above CONCOR may consider waiver depending on circumstances of each case. This will in no way establish a right on the Licensee for waiver. Chief heads reserve the right to either allow full/partial waiver of the Damages or reject the case.

12.7 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR, it shall be open to CONCOR to terminate this contract by giving thirty days notice. In the event of such termination of the contract CONCOR shall be entitled
   (i) To forfeit the security deposit of the contractor as it may consider fit,
   (ii) To operate the work at the risk and cost of contractor
   (iii) To recover from the contractor for loss of property/damages which CONCOR may sustain as a consequence of such action.

13. **ARBITRATION.**

13.1 In the event of any dispute or difference arising under these conditions of license or in connection with this license (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of “The Arbitration and Conciliation Act-1996”. The venue of the Arbitration shall be Nagpur.
13.2 In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the CONCOR management. 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.

13.3 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.

13.4 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.

13.5 The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the parking contractor shall be withheld on account of such proceedings.

13.6 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.

13.7 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.

13.8 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

13.9 The venue of arbitration be such place as may be fixed by the Arbitrator in his sole Discretion.

13.10 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

13.11 Once the licensee 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.

14 GENERAL
Any clarification in regard to the intent or interpretation of any of the provisions of
these terms and conditions shall be sought from the Regional Head/CR, CONCOR, whose decision in the matter shall be final and binding on the Licensee. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Regional Head/CR, CONCOR, whose decision will be final and binding on the Licensee.

15 **SERVICE DURING THE POST CONTRACT PERIOD**
It is obligatory on the part of Licensee to work even beyond the contract period for at least four months or till the new contract is finalized, whichever is earlier on the same rates, terms and conditions of the contract prevailing on the last date of contract.

16 **EXIT CLAUSE**
CONCOR reserves the right to terminate the contract with 30 (thirty) days prior notice without assigning any reason. Similarly, The licensee can exit from contract with 30 (thirty) days prior notice without assigning any reason.

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

CHIEF GENERAL MANAGER

FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA LTD.,
NAGPUR
ALL TERMS AND CONDITIONS LISTED FROM PARA 1 TO 17 IN THIS CHAPTER, AND IN THE OTHER CHAPTERS AND ANNEXURES OF THIS TENDER DOCUMENT HAVE BEEN READ CAREFULLY, UNDERSTOOD AND ACCEPTED.

SIGNATURE OF TENDER

FOR AND ON BEHALF OF

NAME

DESIGNATION

ADDRESS

____________________________

____________________________

____________________________

PIN CODE

TELEPHONE NO/NOS.

FAX/TELEXNOS.

***************
ANNEXURE-I

DETAILS of CANTEEN SITE

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>NAME OF SITE</th>
<th>LOCATION</th>
<th>AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CONCOR Canteen, ICD Nagpur, PO- Parvati Nagar, Behind Narendra Nagar, Nagpur-440027</td>
<td>ICD Nagpur Beside Administrative Building</td>
<td>168 Sq. Mtrs. Approx</td>
</tr>
</tbody>
</table>
ANNEXURE-II

LETTER OF SUBMISSION OF TENDER

Format for the covering letter to be submitted on the Company/Organization’s letterhead.

To

Chief General Manager
Central Region,
Reginal office ,
BPCL Building, Civil line
Nagpur.

Dear Sir,

Sub: Submission of bid for Leasing Out Space For Canteen Services & Business Centre At Nagpur Container Terminal for CONCOR.

I/We have read the general guidelines and bid document attached hereto containing the terms and conditions and agree to abide by such conditions. I/We offer the bid for license towards Leasing Out Space For Canteen Services & Business Centre At Nagpur Container Terminal, Nagpur in the attached schedules and hereby bind myself/ourselves to complete all the formalities from time to time as required after the award of license.

I/we hereby understand that the submission of offers/bids does not guarantee allotment of license to operate catering services. I/we further understand that in case of any information submitted by me/us being found to be incorrect CONCOR will have the right to summarily reject the bid, cancel the license or revoke the same at any time without assigning any reasons whatsoever.

I/We further agree to execute an agreement to abide by the general and special conditions of license and to carry out the contract for Leasing Out Space For Canteen Services & Business Centre At Nagpur Container Terminal. In case of acceptance of Bid by the CONCOR, I/we bind myself/ourselves to execute the license agreement awarded to me/us and to commence the work as per the conditions of the license failing which I/we shall have no objection to the EMD being forfeited by CONCOR or other penalties specified under the terms of license.

CONCOR and its representative are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.

I/we do hereby confirm that I/we have the necessary authority and approval to submit this bid for Leasing Out Space For Canteen Services & Business Centre At Nagpur Container
Terminal. The following persons may be contacted for any information or clarifications relating to this project:

Name
Address
Telephone, fax number:

A notice or letter of communication addressed to me/us at the address given in the Bid, even by ordinary post will be deemed to be valid and proper notice of intimation to me/us.

Authorized signatory
Name, designation and seal.

Address

Date
Place

With kind regards.

For………………………………(name of the company/organization)

Signature of the authorized signatory and company/organization seal.
(Name of the authorized signatory)

Address:
ANNEXURE – III

FORMAT OF AGREEMENT FOR LEASING OUT SPACE FOR CANTEEN SERVICES & BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL

AGREEMENT NO: Date:

An agreement made this ____ day of ____ of Two thousand and Nineteen between the CMD, CONTAINER CORPORATION OF INDIA, Corporate Office at C-3, Mathura Road, Opp. Apollo Hospital, New Delhi – 100044 as an Administrator of the Container Corporation of India Ltd (A Govt. of India Undertaking) represented herein by the Chief General Manager, Central Region, CONTAINER CORPORATION OF INDIA LTD,Nagpur (herein called the CONCOR) on the ONE PART and _______________________ carrying the business at __________________ (herein called the agency which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representative, successors and assignees) on the OTHER PART for the purpose of LEASING OUT SPACE FOR CANTEEN SERVICES & BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL.

Whereas the agency has agreed with CONCOR to perform all the services set forth in the schedule hereto annexed, upon the conditions of contract, specified in the conditions of contract annexed.

The agency shall duly perform the said duties in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workmen like manner to the satisfaction of CONCOR and will carry out the work in accordance with the conditions of contract with effect from ______________ up to __________ and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and the agency hereby agrees that it shall observe and honour the terms and conditions of contract and shall pay to CONCOR for the premises provided by CONCOR, the amount due in respect thereof at the rates specified in the Schedule hereto annexed and shall abide by all other terms and conditions as mentioned in the tender document.

IN WITNESS WHERE OF the said parties have here under set their hands the day and year first above written.

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

LICENSEE CHIEF GENERAL MANAGER
CENTRAL REGION
For and on behalf of Container Corporation of India Ltd.
Schedule detailing the terms of work with rates thereof and the conditions of contract are annexed.
ANNEXURE–V

SCHEDULE OF RATES- (ENVELOPE- B)

SCHEDULE OF LICENCE FEE QUOTED FOR LEASING OUT SPACE FOR CANTEEN SERVICES & BUSINESS CENTRE AT NAGPUR CONTAINER TERMINAL

<table>
<thead>
<tr>
<th>Name of Location</th>
<th>ICD Nagpur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area</td>
<td>168 Sq Mts.</td>
</tr>
<tr>
<td>Estimated Monthly rental</td>
<td>12760/- per Month</td>
</tr>
<tr>
<td>Per Month Lumpsum License Fee to be quoted by bidder *</td>
<td></td>
</tr>
<tr>
<td>Amount in Figure</td>
<td></td>
</tr>
<tr>
<td>Amount in Words</td>
<td></td>
</tr>
</tbody>
</table>

Notes:-

1. The electricity charges & Water charges will be paid extra as per the actual consumption.
2. The GST shall be paid by the licensee over the monthly rental fee.
3. Statutory levies, as applicable shall be payable to CONCOR/ any other agency extra.
4. There will be 10% increase in the license fee at the end of every year over the quoted license fee.
5. If any discrepancy found in amount mentioned by bidder in figure and words, amounts in word will be considered as final.

SIGNATURE OF TENDERER: ____________________________________________

ADDRESS OF TENDERER:______________________________________________

TELEPHONE NUMBER:_________________________________________________
ANNEXURE-VI

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

To,

The Chief General Manager,
Central Region,
Container Corporation of India Ltd.
Nagpur.

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 the 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