



OPEN TENDER (TWO BID SYSTEM)

FOR

PROVIDING PROFESSIONAL SERVICES FOR CARGO HANDLING

AT

CONCOR, CPC, CARGO COMPLEX BUILDING, DABOLIM AIRPORT, GOA

Tender No.: CON/CPC Goa/Cargo Handling/2019

Tender Notice

1. Open Tender for air cargo handling contract at CONCOR CPC GOA- only (in two bid mode).
2. Tenderers may download the tender document from our web site www.concorindia.com or from www.eprocure.gov.in and same may be submitted along with DD for Rs. 2800/-, the cost of tender document, by way of demand draft/pay order at the time of submission of tender document.
3. The offer should be submitted in two separate envelopes; "Envelope-A" (Pre-Qualification Bid) and "Envelope-B"(Financial Bid). The Envelop A should contain the documents as mentioned in the Eligibility Criteria- Pre-Qualification-Bid (Technical Bid)-Instruction to the agency. Financial Bid (SOR-Schedule of Rates) as per Annexure-A shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope super scribed as "Tender for providing professional services at CONCOR CPC, Cargo Complex Building, Dabolim Airport, Goa". The tenders will be opened on 09.01.2020 at 15:30 hrs. Only the Pre-qualification bids in "Envelope-A" will be opened on 09.01.2020 at 15:30 hrs. The envelopes containing the "Schedule of rates (SOR)" 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. You may either be present yourself or send your duly authorized representative at the time of tender opening.
4. Tender must be enclosed in a sealed cover & shall contain all the basic documents as mentioned in the eligibility criteria, superscripted "Tender No. CON/CPC Goa/Cargo Handling/2019 and name of work for providing professional services for Cargo Handling at CONCOR CPC Goa " and must be sent by registered post/courier to the address of CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5th Floor, New Administrative Building, Central Railway,D.N.Road,Mumbai-400001, so as to reach the nominated office not later than 1500 hrs on the date 08.01.2020 of submission or deposited in the special tender box allotted for the purpose in the office of CHIEF GENERAL MANAGER/Western Region (CGM/WR). This special tender box will be sealed at 1500 hrs on dated 08.01.2020. The tender will be opened at 15:30 hours on the 09.01.2020 in presence of the bidders or their authorized representatives. The tender papers will not be sold after 1700 hrs on 07.01.2020. Any tender received after specified date and time of submission of tender shall be summarily rejected.

Corrigendum/addendum if any related to this tender will be hosted on websites only www.concorindia.com or www.eprocure.gov.in before the last date of submission of tender. Hence the bidders are requested to visit the websites regularly and submit the offers accordingly.

The Earnest Money Deposit (EMD) worth Rs. 41,000/- (Rupees Forty One thousand Only) is required to be deposited along with the submission of tender in the form of a crossed demand draft/pay order as described subsequently in the tender document.

5. It may be clearly noted that, in case the Tender submitted by agencies are not accompanied by all or any of the documents stated under eligibility criteria, along with the original Tender document duly signed and stamped on each page, the same will be rejected by CONCOR.
6. All the provisions, instructions, and terms & conditions mentioned in this tender document shall be binding on the successful tenderer. In case of refusal on his part to sign the agreement with CONCOR under the terms & Conditions of this contract the EMD shall be liable to be forfeited.

The bidder/Tenderers are required to quote rates for all the items in the Schedule of Rates (SOR) in Annexure-A. If any bidder has not quoted rate for any single item, its bid will be summarily rejected.

In the document wherever the figures and words are mismatched, the words mentioned shall be prevailed.

CONCOR reserves the right to (i) accept or reject any/all offers, without assigning any reasons thereof, and/or to amend the terms and conditions at any stage of contract. (ii) Seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. Failure to submit the same may render the bid liable for rejection. However the clarification sought should not change the basic bid submitted by the bidder.

You are advised to see that the tender documents are submitted after full consideration and understanding of the work envisaged under this contract.

8. Agency should clearly indicate the name & address of their Firm/Company/Enterprise as the case may be, on the envelope and should clearly indicate the name of job/Work for which Tender has been invited.
9. The agency has to indemnify CONCOR for any loss accrued due to such alteration in the Terms and condition of Tender document.

Tender No.	CON/CPC GOA/Cargo Handling/2019/
Name of Work	Tender for Providing Professional Services for Air Cargo Handling at CONCOR CPC GOA
Estimated Cost of Contract	Rs. 20.36 Lakhs (Excl. of Taxes)
Period of Contract	02 Year + 01 Year plus 04 months obligatory
Earnest Money Deposit	Rs.41,000/- (Rupees Forty One Thousand only) by way of demand draft/pay order in favour of Container Corporation of India Ltd, Mumbai
Cost of Document (non-refundable)	Rs. 2,800/- inclusive of all taxes and duties by way of demand draft/pay order in favour of Container Corporation of India Ltd, Mumbai
Pre-bid Meeting	On 27/12/2019 at 11:30 hours at CONCOR CPC GOA
Last Date & Time of submission of tender	08/01/2020 upto 15:00 Hrs.
Date & Time of opening of tender	09/01/2020 at 15:30 Hrs.

Note 1: Tenderers may download the tender document from our web site www.concorindia.com or from www.eprocure.gov.in and same may be submitted along with DD for Rs. 2,800/-, the cost of tender document & Rs. 41,000/-, the Earnest Money Deposit, by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.

Note 2:

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Udyog Aadhar Memorandum
 - (viii) Any other body specified by Ministry of MSME
4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

Container Corporation of India Ltd
(A Govt. of India Undertaking)
Visit us at www.concorindia.com

Tender Letter For Submission Of Tender

From

----- (To be filed by the bidder)

To

The CHIEF GENERAL MANAGER,
Western Region
Container Corporation of India Limited
New Administrative Building, 5th Floor
D.N. Road, CSMT, Mumbai - 400001

Dear Sir,

Sub: Open Tender for Air Cargo Handling at CONCOR CPC GOA- terminal.
Ref: [Open Tender Notice No. CON/CPC GOA/Cargo Handling/2019]

In response to your open Tender Notice no.....dated.....inviting offers for air cargo handling contract at CONCOR CPC GOA- I/We.....
Company/Partnership Firm/an Association/Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at.....
.....hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer and All chapters and Annexure read, signed and submitted to CONCOR as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we have paid EMD of Rs.41,000/- (Rupees Fourty One Thousand only) by way of demand draft/pay order in favour of Container Corporation of India Ltd, Mumbai for this Open Tender for air cargo handling contract at CONCOR CPC GOA" and the same is enclosed along with pre-qualification bid.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....

INSTRUCTIONS TO BIDDERS

The scope of work, terms and conditions will be as under:

1. The bidder must have **experience in cargo handling** in the same name / firm composition in which he is applying for this tender.
2. The bidder should have achieved a minimum gross turnover of **Rs. 3.06 lakhs per annum** in his/her business (in the same name in which he/she is submitting his/their offer) during any one of four financial years – [2015–16, 2016-17, 2017-18 & 2018-19].
3. Crossed demand draft of Rs. **41,000/-(Rupees. Forty One Thousand Only)** towards Earnest Money Deposit (EMD) in favour of Container Corporation of India Ltd, payable at Mumbai.
4. In case Tender document is downloaded from website, Tender Document Cost /Tender document fee **Rs.2800/-(Rupees Two Thousand Eight Hundred Only)** by way of crossed demand draft in favour of Container Corporation of India Ltd payable at Mumbai shall be submitted.
5. The bidder should submit a Notarized copy of valid Bureau of Civil Aviation Security (BCAS) clearance for air cargo handling at any of Indian Airports in the same name / firm composition in which the bidder is submitting the bid.

NOTE: However, it is clarified that bidders who do not have valid BCAS clearance for air cargo handling at the time of bidding as specified in the tender document to fulfill the minimum eligibility criteria, they can also participate in the bidding, provided they give an undertaking to the effect that in case they are declared successful and the contract is awarded to them they bind themselves to obtain BCAS clearance for air cargo handling at CONCOR CPC GOA within (04) four months of issue of LOI.

Moreover, CGM/WR may extend this period of (04) four months by further (02) two months in case the bidder is not able to get BCAS clearance. However, if the bidder fails to get BCAS clearance even after extended period, in that case CONCOR will cancel the LOI issued to him and forfeit his Security Deposit.

6. Agency should submit Security Deposit of **Rs. 51,000/- (Fifty One Thousand Only)** within 15 days from the date of issue of LOI by way of Demand Draft/pay order drawn in favour of Container Corporation of India Limited payable at Mumbai or in lieu a Bank Guarantee should be provided which will be valid for the entire period of the contract including extension period plus six months from the date of its issue.
7. MSEs registered with the agencies for the item quoted will be exempted from payment of Earnest Money Deposit (EMD).
8. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- | | |
|--------|--|
| (i) | District Industries Centers |
| (ii) | Khadi and Village Industries Commission |
| (iii) | Khadi and Village Industries Board |
| (iv) | Coir Board |
| (v) | National Small Industries Corporation |
| (vi) | Directorate of Handicraft and Handloom |
| (vii) | Udyog Aadhar Memorandum |
| (viii) | Any other body specified by Ministry of MSME |

9. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.
10. The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.
11. The earnest money deposited by the successful bidder will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.
12. The agency has to submit the copy of PF, ESIC and GST registration along with bid.
13. The agency has to submit notarized copy of the constitution of the firm/company.
14. The contract shall be awarded for a period of two years from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one year in case it considers it necessary. The extension shall be granted on the basis of mutually agreed rates, terms and conditions. No request for any change in rates will be entertained during the pendency of the contract except as provided in Rate Revision clause.
15. The date of start of physical work by the contractor, shall be treated as the date of commencement of contract.
16. It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for (4) four months or till alternate arrangements are made, whichever is earlier.
17. The agency has to handle air cargo at CONCOR CPC Goa as defined in the scope of work.
18. The detailed terms & condition and scope of work of contract is as mentioned in the tender document.
19. The tenderer is permitted to tender on the clear understanding that, after submission of the 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 modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR, and CONCOR can take recourse to other legal remedies in terms of the contract.
20. Conditional tender will be summarily rejected.
21. The bidder should quote in figures as well as in words, the rates and amount offered by them. Bidders may note that non-compliance of above may lead to rejection of their bid. In case of discrepancy in rates & amount, the rates will prevail and in case of discrepancy in rates in figures & words, the rates in words will prevail.
22. The agency is requested to kindly visit our CONCOR CPC GOA located at CARGO COMPLEX, DABILIM AIRPORT, GOA to make their own assessment before quoting the rates.

23.EXECUTION OF CONTRACT DOCUMENT:

The successful tenderer whose tender is accepted shall be required to appear at the office of the **Chief General Manager/Western Region, Mumbai** in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CONCOR's office and start the work within (04) four months of issue of LOI. During this period of (04) four months the bidder is required to obtain BCAS clearance for air cargo handling at CONCOR CPC GOA, make arrangement for manpower and equipment and any other compliances/procedures required prior to commencement of contract and submit a documentary proof of the same.

Moreover, CGM/WR may extend this period of (04) four months by further (02) two months in case the bidder is not able to get BCAS clearance. However, if the bidder fails to get BCAS clearance even after extended period, in that case CONCOR will cancel the LOI issued to him and forfeit his Security Deposit.

In case the successful bidder already has all the clearances or has obtained the clearances early, then with the consent of CGM/WR he can start the operations early. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. CGM/WR may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

24. CONCOR reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the work. CONCOR CPC GOA also reserves the right to discharge the tender process without assigning any reasons.
25. The contractor shall pay not less than **minimum wages** rate as notified by the **Central Government** to the employees/workers engaged by him.
26. A pre-bid meeting would be held on 27/12/2019 at 11:30 hours at CONCOR, CPC Goa Dabolim Airport to clarify doubts, etc. before the bidder submits his bid. The intending bidders are requested to submit their doubts, queries, and clarifications etc. to the Terminal Manager/Incharge, CONCOR CPC Goa Dabolim Airport, Goa on or before 23/12/2019 to enable CONCOR to examine the same well in advance. If the intending bidders are not able to submit the same in advance, as mentioned, they must bring them in writing when they come for the pre-bid meeting. All issues would be clarified, and also put on the website for the benefit of all the bidder.
27. Crossed demand draft/Pay order of Rs. **41,000/- (Rupees. Forty One Thousand Only)** towards Earnest Money Deposit (EMD) in favour of Container Corporation of India Ltd, payable at Mumbai. In case Tender document is downloaded from website, Tender Document Cost /Tender document fee **Rs.2800/- (Rupees Two Thousand Eight Hundred Only) by way of** crossed demand draft/pay order in favour of Container Corporation of India Ltd payable at Mumbai shall be submitted. At any stage during the evaluation of bid, if the EMD is found invalid, the respective bidder's bid will be summarily rejected.
28. Bidder are required to submit duly signed copies of the documents.

TENDER FOR CARGO HANDLING WORK

1. ELIGIBILITY CRITERIA:

Crossed demand draft/pay order of Rs. **41,000/- (Rupees Forty One Thousand Only)** towards Earnest Money Deposit (EMD) in favour of Container Corporation of India Ltd, payable at Mumbai.

In case Tender document is downloaded from website, Tender Document Cost /Tender document fee **Rs.2800/- (Rupees Two Thousand Eight Hundred Only) by way of** crossed demand draft/pay order in favour of Container Corporation of India Ltd payable at Mumbai shall be submitted.

1.1 EXPERIENCE:

(a) The bidder must have **experience in cargo handling** in the same name / firm composition in which he is applying for this tender.

The experience certificate for cargo handling from the concerned company on its letter head towards satisfactory services as mentioned above should be provided. Bids received without proof of such experience certificate will be summarily rejected.

(b) If the existing contractor has submitted the bid for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, if his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered.

Note: Copy of work order's, Letter of Intent, Letter of Appointment, Agreement, Invoice, Bill etc will not be considered towards the proof of experience.

(c) The bidder should submit a Notarized copy of valid Bureau of Civil Aviation Security (BCAS) clearance for air cargo handling at any of Indian Airports in the same name / firm composition in which the bidder is submitting the bid.

NOTE: However, it is clarified that bidders who do not have valid BCAS clearance for air cargo handling at the time of bidding as specified in the tender document to fulfill the minimum eligibility criteria, they can also participate in the bidding, provided they give an undertaking to the effect that in case they are declared successful and the contract is awarded to them they bind themselves to obtain BCAS clearance for air cargo handling at CONCOR CPC GOA within (04) four months of issue of LOI.

Moreover, CGM/WR may extend this period of (04) four months by further (02) two months in case the bidder is not able to get BCAS clearance. However, if the bidder fails to get BCAS clearance even after extended period, in that case CONCOR will cancel the LOI issued to him and forfeit his Security Deposit.

1.2 FINANCIAL CREDIBILITY:

- (i) Turnover: The bidder should have achieved a **minimum gross turnover of Rs. 3.06 Lakhs per annum** in his/her business (in the same name in which he/she is submitting his/their offer) during any one of four financial years – [2015–16, 2016-17, 2017-18 & 2018-19] - In case of change in the name of the firm/company due to merger/acquisition/take over, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years [2015-16, 2016-17, 2017-18] should be duly attached. However, unaudited reports certified by Chartered Accountant / Chartered Accountant's Certificate for FY 2018-19 shall be accepted.

- (ii) Networth: The bidder must have a positive net worth based upon latest completed (audited) annual accounts.

I. TERMS & CONDITIONS

1. CONSTITUTION OF THE FIRM:

- 1.1 The bidders, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 1.2 The cancellation/modification 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.
- 1.3 CONCOR may recognise changes in Power of Attorney and related documents after obtaining proper legal advice.
- 1.4 If the bid 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. If the bid application is submitted by a firm of 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 bid, in which case a certified copy of the Power of Attorney shall accompany the bid 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 bid application / document.
- 1.5 If the tender is submitted by a company or a corporation, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the application, in which case a certified copy of the Board resolution/Power of attorney shall accompany the bid document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the bid document.

2. JOINT VENTURE:

- 2.1 If the tender application is submitted by a Joint Venture of two or more firms:
 - a. Separate identity/name shall be given to the Joint Venture Firm.
 - b. The bid submitted only in the name of the JV Firm and not in the name of any constituent member.
 - c. It shall be signed by each member party to the joint venture so as to be legally binding on all parties.

- d. Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- e. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- f. A copy of Memorandum of Understanding (MoU) executed by the JV members shall be Submitted by the JV Firm along with the bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- g. Once the bid is submitted, the MoU shall not be modified / altered / terminated during the validity of the bid. In case the bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- k. Approval for change of constitution of JV Firm shall be at the sole discretion of CONCOR. The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- l. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- m. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to CONCOR before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation, the full

Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:

- 1) Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (CONCOR) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - 2) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
 - 3) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- n. **Authorized Member** - Joint Venture members shall authorize one of the members as Lead member on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- o. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (CONCOR) in respect of the said tender/contract.

2.2 Documents to be enclosed by the JV Firm along with the tender:

- 2.2.1 In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
- (a) Notary certified copy of the Partnership Deed,
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the Partners of the partnership firm to sign the JV Agreement on behalf of the Partnership firm and create liability against the firm.
- 2.2.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

- 2.2.3 In case one or more members is/are limited companies, the following documents shall be submitted:

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

- 2.3 All the Members of JV shall certify that they are not black listed or debarred by CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tender/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

- 2.4 A wholly owned subsidiary company of CONCOR in the logistics field will be considered qualified automatically in terms of experience and financial soundness criteria.

3. ACCEPTANCE OF BID:

- 3.1 The authority for acceptance/rejection of the bid documents and quoted rates will rest with the Competent Authority who does not bind himself to accept the lowest or any other bid.

- 3.2 Acceptance of quoted rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of bid will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.

- 3.3 The tender documents submitted by a bidder shall become the property of CONCOR shall have no obligation to return the same to the bidders.

- 3.4 On acceptance of the bid, the name of accredited representative(s) of the bidder who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 3.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their bid. CONCOR is also not bound to give the reasons for such disqualification.
- 3.6 CONCOR also reserves the right to:
- a) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CONCOR.
 - b) Overlook any bidder who is in the same line of business and competing with CONCOR.
 - c) Bypass any bidder debarred by any Government / Semi Government body or PSU
 - d) Seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.

(Note: Clarifications can be sought by the convener of the TEC, if the TEC so deliberates. There would be no need to refer the case to TAA for this.)

- e) Accept or reject any or all of the bids in part or full.
- f) If the bidder deliberately gives wrong information or suppresses/conceals any information/facts in his bid to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his bid fraudulently, then CONCOR CPC GOA reserves the right to reject such bid at any stage of execution without any financial liability. Any loss suffered by CONCOR CPC GOA on this account will be recovered from the contractor. This will be done without prejudice to CONCOR CPC GOA's right to seek any other remedy under law.

4. DEFINITION

- 4.1 Tenderer/Bidder: A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 4.2 Tender: Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the CONCOR.
- 4.3 Name of Tender: means the work i.e. handling of air cargo for which tender is being floated.
- 4.4 Pre-Qualification Bid: means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.

- 4.5 Schedule of Rates: means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- 4.6 Financial Bid: means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- 4.7 Unsatisfactory Performance: The unsatisfactory working will include the following:
- Repeated failure to adhere to the work schedule.
 - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - Failure to provide manpower in consonance with work requirement for a continuous period of (5) five days.
 - Failure to provide requisite number of equipment, or ensuring its availability in consonance with contractual requirement for a continuous period of (3) three days.
 - Repeated instances of improper work.
 - Repeated instances of failure to comply with instructions of Terminal Manager.
 - Breach of terms of the contract.
- 4.8 CPC: Centre for Perishable Cargo, a place used for storage and customs clearance of Perishable/General cargo.
- 4.9 Contractor: Contractor means the person, Society, Firm or Company whose tender has been accepted by the CONCOR, and shall include his employees, agents, etc.
- 4.10 CONCOR: CONCOR means 'Container Corporation of India Limited' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi.
- 4.11 Laws: Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- 4.12 Taxes: Goods and Service tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time, on cargo handling and transportation, storage etc.
- 4.13 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CONCOR in a particular catchment area.

5 SCOPE OF WORK:

Agency shall provide the services as per the scope of work mentioned in the tender document. Agency shall ensure that the activities are performed in line with the Minimum Level Parameters set out by Airport Authority of India (AAI) and CONCOR.

Agency shall also ensure that minimum service level requirements as defined in the Concession agreement entered between AAI and CONCOR for CPC Goa are fully complied with.

6 PLACE OF WORK:

CONCOR CPC GOA has entered into a Concession agreement with AAI for operation of Export/Import Air Cargo Terminal at Dabolim Goa Airport. The said terminal is CONCOR CPC GOA. The place of work is at located at Cargo Complex, Dabolim Airport, Goa.

7 INSURANCE

Agency shall take all the statutory and other insurance policies, including but not limited to workmen's group insurance policy and third party liability policy, and shall submit a copy each of such policies to CONCOR on a yearly basis.

Agency shall keep CONCOR & AAI indemnified at all times against any losses borne by CONCOR / AAI or claims made against CONCOR / AAI for the acts, omissions and/or commissions by agency or its personnel. To avoid confusion, agency shall also keep CONCOR indemnified at all times against any claims by AAI caused due to acts of omission and / or commission by agency's personnel and loss caused to AAI property due to negligence of agency's personnel.

8 RATE REVISION CLAUSE

The contracted rates shall remain operative throughout the contract period except for the variation in minimum wages, D.A. and levy rates of Central Government which CONCOR on contractors request will increase/decrease as the case may be as specified below.

The contractor has to comply with the Minimum Wages, D.A. and Levy rates of **Central Government** from time to time. The rate of increase in the contracted rates would be commensurate with the increase in the minimum wages as notified by the Central Government from time to time.

However, the first such rate revision would be considered only after six months of the commencement of the contract, w.e.f. 1st of the month following completion of (6) six months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. CONCOR will increase the contracted rates, on contractor's request from time to time subject to submission of minimum wages, D.A and Levy rate circulars from the appropriate authorities. However, in case of decrease in minimum wages, D.A. and Levy rates, CONCOR will be free to revise

(decrease) the rates on its own as per the guidelines ,which again will be at six months interval only.

Illustration:

Suppose the Minimum wage/D.A./Levy rate on the date of submission of the tender mentioned above was Rs. X and it is Rs. Y after revision by the Central Government. Accordingly, % age increase in contract rates will be as under:

For 1st rate revision % increase will be = $(Y-X) / X * 100$ will be the % increase in the originally accepted contract rates.

For subsequent minimum Wage/D.A./Levy revisions, let the Wage/D.A./Levy rate be Rs. Z.

Then, in this case the % increase will be:

= $(Z- Y) / Y * 100$ will be the % increase over the rate accepted during the previous revision.

It may be noted that no request for any change in rates will be entertained during the pendency of the contract except as mentioned above.

9 PAYMENT TERMS:

- 9.1 Subject to any deductions, which CONCOR will be authorized to make under the terms and conditions of this contract, the contractor shall be entitled for payment for various cycles of activities performed by him at the end of the cycle, at rates finally accepted by CONCOR. However, it is clarified that the payment to contractor will be made on the basis of Gross Weight of cargo. The procedure of billing and payments will be as follows:
- 9.2 The contractor, immediately after completion of the work as per cycles defined in SOR, should report the compliance in writing to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the monthly handling bills for the work done in the previous month. Bills will not be entertained without the Work Done Statement.
- 9.3 The contractor shall prepare and **submit monthly bills** in prescribed forms based on the quantum of work handled during the previous month to the Terminal In-charge of CONCOR CPC GOA. (The format in which the bills should be prepared by the contractor shall be in tune with the format in which CONCOR CPC GOA'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/ damages / 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) ten 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.

- 9.4 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 and from the security deposit or any other amounts due to him. In the event of any such recoveries / adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.
- 9.5 The Contractor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services contractor will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- 9.6 The Contractor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant document.
- 9.7 The Contractor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 9.8 In case of any failure on the part of Contractor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor to the CONCOR.
- 9.9 If as result of Change in Law, Contractor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor.

- 9.10 Any denial of input credit due to any omission or failure on the part of the Contractor, the Contractor undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR. (Note: CGM/WR is authorized to release 'on-account' payment upto an extent of 80%, unless there are reasons to believe that actual bill after assessment may be much less. However, no 'on-account' payment would ordinarily be made during the last one month of the validity of the Contract.)

10 PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

- 10.1 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.
- 10.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:
- (i) 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.
 - (ii) 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 would be applicable.
 - (iii) 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.
 - (iv) The decision of the Competent Authority, CONCOR with respect to the rates for extra/ substituted items of work will be final and binding.

11 TIME LIMIT FOR SUBMISSION OF BILLS

11.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within (4) 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. Nevertheless, the CGM/WR on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

11.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the CGM/WR on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

11.3 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 the CGM/WR, notwithstanding what has been laid down in the Clause on Payment. The decision of the CGM/WR shall be final and binding on the contractor.

12EMPLOYEES PROVIDENT FUND & ESI

- 12.1 The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 12.2 It shall be mandatory for the contractor to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Contractor to apply for labour licence, necessary certificate of award of work shall be given by CONCOR).

13LICENCE/PERMISSION/REGISTRATION

Wherever 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 contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences 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, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against CONCOR by Contractor shall be entertained by CONCOR for any breach of the provisions/Acts or laws by the contractor.

14SECURITY DEPOSIT:

Agency should submit Security Deposit of **Rs. 51,000/- (Fifty One Thousand only)** within 15 days from the date of issue of LOI by way of demand draft/pay order drawn in favour of Container Corporation of India Limited. payable at Mumbai or in lieu a Bank Guarantee should be provided which will be valid for the entire period of the contract including extension period plus six months from the date of its issue.

15REFUND OF SECURITY DEPOSIT:

- 15.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Terminal Manager/Incharge.

- 15.2 In the event of any dispute arising between CONCOR and Handling 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 the Handling contractor singly or jointly with others and CONCOR, who 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 fit until the dispute is settled and determined. The Handling contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.

16 COMPLIANCES:

Agency shall comply with all statutory laws and regulations as applicable to the Domestic Cargo handling Activity at including but not limited to the Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, PF, ESIC, Workmen's Compensation Policy etc. and shall submit to CONCOR a certificate to this effect along with the monthly invoice, in such format and with such supporting documents as specified by CONCOR from time to time. CONCOR reserves the right to forthwith terminate the contract with Agency, if agency is found to have defaulted on any of the statutory and other compliances including but not limited to compliances with services level parameters.

17 CONTRACTOR'S RESPONSIBILITIES & DUTIES

- 17.1 The bidders are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at the CPC Goa, (where they want to work), and with the industrial areas in and around CPC Goa. They are also advised to familiarize themselves with the procedures and method of working of the CPC Goa and airports. The bidder can visit the said CPC Goa on any working day prior to submitting the bid and acquaint himself of these aspects.
- 17.2 The contractor shall not independently operate in the business of air cargo handling in CPC Goa. Damages to the extent of upto Rs.10,000/- per case may be imposed on the contractor, if any such case comes to the notice of CONCOR management and if CONCOR management is reasonably convinced about the same. The decision of the concerned CGM/WR, in all such cases shall be final and binding on the contractor. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the contractor has his stake so far as his business interests are concerned.
- 17.3 The contractor is expected to monitor various operational activities and supply information of all cargo operations to CONCOR on a daily basis in the format as may be prescribed by CONCOR management from time to time. Contractor should maintain all the operations registers as informed by CONCOR management.
- 17.4 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death

etc. of his worker or third party. The Contractor shall keep CONCOR indemnified against liabilities arising out of the contract on this account.

17.5 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc. including but not limited to the following :-

- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
- (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
- (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
- (iv) The Minimum Wages Act 1948.
- (v) The Payment of Bonus Act 1965.
- (vi) The Payment of Gratuity Act 1972.
- (vii) The Payment of Wages Act 1936.
- (viii) The Motor Vehicle Act.

17.6 The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.

17.7 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CONCOR.

17.8 The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at CONCOR premises duly screened and verified, preferably through police verification. CONCOR shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CONCOR such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CONCOR and/or the person is not desirable with proper performance of the work. **The contractor should complete all the necessary security formalities/compliances as required by AAI/DGCA/BCAS and/or another Government regulatory agencies.**

17.9 **The contractor shall pay not less than minimum wages rate as notified by the Central Government to the employees/workers engaged by him.** The disbursement of the wages shall be in the manner as prescribed under law.

- 17.10 The contractor shall provide adequate number of trained supervisors, cargo loaders and other workers at all the desired operational points at to ensure proper and timely handling of cargo including the performance of incidental and general services expeditiously and to the satisfaction of CONCOR officials. CGM/WR shall have the final say in the matter.
- 17.11 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract.
- 17.11 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to a 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 failure to fulfil his statutory obligations under the aforesaid Acts and 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 relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee 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 any sections of any of the Acts, 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.
- 17.12 If CONCOR, at any time, considers 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 notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.
- 17.13 Contractor shall maintain healthy working relations with labour unions, AAI, Airlines and various government agencies etc.

18 TERMINATION OF THE CONTRACT

- 18.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall also be open to CONCOR to terminate this contract by giving not less than (7) seven 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 a whole or in part.
- 18.2 In the event of such termination of the contract, CONCOR shall be entitled to:

- (i) forfeit the security deposit as it may consider fit;
get the balance/remaining work done by making alternative arrangements as
 - (ii) deemed
necessary and until such time CONCOR is able to appoint a new regular Contractor;
and recover from the contractor (appointed under this tender) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 18.3 If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above 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 pending bills of the contractor under this tender or from money due to the contractor by CONCOR under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract, as stated above.
- 18.4 The certificate of CGM/WR , as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
- 18.5 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 by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

19. ARBITRATION

- 19.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of CONCOR. There will be no objection if the arbitrator so appointed is an employee of CONCOR.
- 19.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of CONCOR, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

- 19.3 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 19.4 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 19.5 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- 19.6 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.
- 19.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 19.8 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 19.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 19.10 In case of any disputes or differences between the parties hereto, the court at (Mumbai) shall alone have jurisdiction to entertain the suit/arbitration award.

20 JOINT PROCEDURE ORDER / STANDARD OPERATING PROCEDURE (SOP)

The SOP will be provided to the contractor at the time of commencement of contract along with documents to be maintained.

21 LIABILITY

- 21.1 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to cargo or to any other person or damages to property belonging to CONCOR and / or other property belonging to the AAI/AIRLINES (while operating in the premises of CONCOR CPC GOA), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with CONCOR for any other place / location.
- 21.2 CONCOR will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case

CONCOR is to incur any liability, the same will be recovered from the contractor.

22 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 risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

23 INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender document meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of CONCOR, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the CONCOR condition/clause of contract if required.

24 EXIT CLAUSE

CONCOR will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management.

25 FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the CONCOR nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

26 WAIVER OF DAMAGES

- 26.1 In case of Accidents, fire, fog, congestion, etc., the **CGM/WR** may condone the delay in execution of work and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the **CGM/WR** is brought out clearly on record.
- 26.2 Notwithstanding anything contained hereinabove, the Director shall be the Authority to consider waiver of any damages imposed under this contract, by the CGM/WR, in part or full, at his sole discretion.

27 PROHIBITION AGAINST TAKING WORK FROM CONCOR/ CONCOR CPC GOA/GOVERNMENT SERVANTS

- 27.1 No Officer of Gazetted rank or other Gazetted Officer employed in operational or administrative duties in any Department of the Government of India or State Government or CONCOR or any other PSUs under Ministry of Railways is allowed to work as a contractor or contractor's employee for a period of two years immediately after his retirement/resignation from Government service without the prior permission of the Government of India or State Government or any other PSUs under Ministry of Railways as the case may be. The Contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission as aforesaid before submission of the tender or engagement in the contractor's service.
- 27.2 Should a Tenderer or Contractor have a relative employed in Managerial capacity in CONCOR or any other PSUs under Ministry of Railways or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the CONCOR/RITES or any other PSUs under Ministry of Railways, the authority inviting tender shall be informed of the fact at the time of submission of tenders, failing which the tender shall be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in clause 6.1 of the General Conditions of Contract.

Performa to be filled in and signed by the Tenderer and submitted along with the tender is given at Annexure "D".

SCOPE OF WORK

The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of work. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions.

Presently the operations at CONCOR CPC-GOA is from 10 AM to 6 PM & from 10 PM to 6 AM, However the timing of the shift may vary depending upon the business, the work may extend for 24x7 days a week and 365 days in a year. The contractor shall handle General cargo such as Import, Export, Un-accompanied baggage cargo (UBC). The Perishable cargo shall be handled by respective Airline only. Contractor shall require to deploy sufficient manpower for one single shift duty only.

Doubts, if any, about the interpretation of any of the clauses in this section shall be referred to Terminal In-charge/CPC Goa.

Cycle Model

1. BRIEF DESCRIPTION OF THE WORK : AIR CARGO HANDLING AT CPC-Goa IMPORT SECTION(IMPORT CARGO/UN-ACCOMPANIED BAGGAGE CARGO)

- i. Unloading of Cargo by mechanical and or manual arrived at inbound warehouse in Pallets/trolleys on receipt of cargo manifest from concerned airline in presence of airline staff on duty (SOD)
- ii. While offloading taking tally of the cargo by counting the baggage/packages/boxes etc. Same should be tallied with received manifest.
- iii. Shifting of cargo and segregating the same AWB (Airway Bill) wise and stacking the same into earmarked area in warehouse.
- iv. Arranging for examination of the cargo by Customs (if necessary by opening/unpacking of packages and repacking them as per professional packing standards); weighing of cargo on weighing machines whenever required
- v. Release of cargo to agents / party as per Delivery Order issued by Airlines and receipt cum gate pass issued by CONCOR.
- vi. Counting the number of packages as per delivery order and loading of cargo in trolleys and moving the same to out gate of CPC & loading of cargo in vehicle of agent / party after taking acknowledgment from the agent / party for cargo received in full as per manifest / gate pass.
- vii. In case of bonded transportation of import cargo to other customs formation, the Contractor shall liaise with concerned authorities of Airport and Cargo complexes: Liaison with connecting Airports, Air lines, Freight forwarders, Cargo consolidating agents, Exporters, Importers, Clearing agents, Customs, Immigration authorities, Civil aviation authorities and other bodies as instructed by CONCOR.
- viii. Any other job as assigned by CONCOR official from time to time related to handling of cargo.
- ix. Providing reports/documents and maintaining records as desired by CONCOR.
- x. Daily handover of Cargo Manifest to CONCOR and any discrepancies to be brought to the notice of CONCOR staff.
- xi. At time of delivery to the agent / party, the contractor staff has to check the TSC receipt / Gate pass of CONCOR for its validity. In case delivery of cargo is given

without verification of TSC receipt / Gate Pass resulting in revenue loss to CONCOR, same shall be recovered from the contractor's bills. Repeated failure shall be dealt separately in accordance with Clause "Consequences of non-performance." Mentioned in the tender document.

- xii. General cargo, special cargo etc. should be stacked in designated area.
- xiii. Handling of Perishable cargo shall be done by Airline's GHA only.
- xiv. Cargo should be handled as per the handling instructions given on the package.
- xv. All entries will be made by contractor's staff in the format prescribed by CONCOR, Regulatory govt. authorities.
- xvi. Warehouse inventory management will be part of contractor's scope of work
- xvii. Irrespective of the interval of time that may elapse between different parts of these operations, the work described above shall constitute one cycle of activity.

Cycle Model

2. BRIEF DESCRIPTION OF THE WORK: AIR CARGO HANDLING AT CPC EXPORT SECTION:

- i. Vehicle carrying Cargo will be offloaded by Contractor's staff by mechanical and or manual at cargo receiving dock in the departure warehouse as per the copy of airway bill/Carting order provided by Airline/ agent.
- ii. Arranging for examination of the cargo by Customs (if necessary by opening/unpacking of packages and repacking them as per professional packing standards); weighing of cargo on weighing machines whenever required
- iii. Counting & checking of pieces of cargo arrived as per the AWB copy, loading on trolleys and shifting of cargo on trolleys to weighment area for weighment of cargo.
- iv. Weighment of cargo and taking of cargo dimensions for calculation of dimensional weight of cargo, recording chargeable weight on the AWB and on weighment sheet.
- v. Shifting the cargo for screening after confirming payment of all the charges by airline /agent. Staff has to tally the cargo screened and record the details in format provided by CONCOR.
- vi. If required, stacking of cargo in the sterile area in the slots allotted to the respective airline.
- vii. Providing reports/documents and maintaining records as desired by CONCOR.
- viii. The loading sheet will be tallied with the Airline manifest and acknowledgement to be taken from Airline SOD.
- ix. At time of loading on airline's ULD/trolley the Contractor's staff has to certify the arrival/departure time & date of cargo. He should inform CONCOR staff/Airline SOD to enable collection of demurrage charges.
- x. In case of back to town of cargo at any stage, the Contractor have to load the cargo in to the vehicle arranged by customer
- xi. Any other job as assigned by CONCOR official from time to time related to handling of cargo.
- xii. At time of receipt of the cargo from the agent / party, the contractor staff has to check the TSC receipt and before handing over to the airline the contractor staff has to check the CONCOR money receipt / Gate pass of CONCOR for its validity. In case delivery of cargo is given without verification of TSC receipt / Gate Pass resulting in revenue loss to CONCOR, same shall be recovered from the contractor's bills. Repeated failure shall be dealt separately in accordance with Clause "Consequences of non-performance." Mentioned in the tender document.

- xiii. General cargo, Special cargo etc. should be stacked in designated area.
- xiv. Cargo should be handled as per the handling instructions given on the package.
- xv. Contractor has to perform activity of de-palletization in the warehouse like unlashng/releasing the cargo from pallets, taking the cargo to the warehouse.
- xvi. All entries will be made by contractor's staff in the format prescribed by CONCOR , Regulatory govt. authorities.
- xvii. Warehouse inventory management will be part of contractor's scope of work
- xviii. Irrespective of the interval of time that may elapse between different parts of these operations, the work described above shall constitute one cycle of activity

Cycle Model

3. BRIEF DESCRIPTION OF THE WORK: AIR CARGO HANDLING AT CPC EXPORT SECTION ~ BONDED TRANSPORTATION TO/FROM OTHER GATEWAY AIRPORT

- i. Vehicle carrying Cargo will be offloaded by Contractor's staff by mechanical and or manual at cargo receiving dock in the warehouse as per the copy of airway bill/Carting order provided by Airline/ agent.
- ii. Arranging for examination of the cargo by Customs (if necessary by opening/unpacking of packages and repacking them as per professional packing standards); weighing of cargo on weighing machines whenever required
- iii. Counting & checking of pieces of cargo arrived as per the AWB copy, loading on trolleys and shifting of cargo on trolleys to weighment area for weighment of cargo.
- iv. On arrival of bonded truck the documents shall be collected from airline SOD/Agent by the Contractor's staff. On receipt of the documents the Contractor's staff shall aggregate the cargo to be loaded in the bonded truck and prepare for dispatch.
- v. The loading sheet will be tallied with the export documents and acknowledgement to be taken from Airline/Bonded transporter.
- vi. Providing reports/documents and maintaining records as desired by CONCOR.
- vii. In case of back to town of cargo at any stage, the Contractor have to load the cargo in to the vehicle arranged by customer. Cargo should be handled as per the handling instructions given on the package.
- viii. All entries will be made by contractor's staff in the format prescribed by CONCOR, Regulatory govt. authorities.
- ix. Warehouse inventory management will be part of contractor's scope of work
- x. The contractor staff has to check the TSC / Money receipt / Gate pass of CONCOR for its validity. In case delivery of cargo is given without verification of TSC receipt/ Money Receipt / Gate Pass resulting in revenue loss to CONCOR, same shall be recovered from the contractor's bills. Repeated failure shall be dealt separately in accordance with Clause "Consequences of non-performance." Mentioned in the tender document
- xi. Any other job as assigned by CONCOR official from time to time related to handling of cargo.
- xii. Liaison with concerned authorities of Airport and Cargo complexes: Liaison with connecting Airports, Air lines, Freight forwarders, Cargo consolidating agents, Exporters, Importers, Clearing agents, Customs, Immigration authorities, Civil aviation authorities and other bodies, if required and as instructed by CONCOR.

Irrespective of the interval of time that may elapse between different parts of these operations, the work described above shall constitute one cycle of activity.

4. **SCHEDULE FOR COMPLETING ASSIGNED WORK:**

CONCOR has entered into Service Level Agreements (SLA) with airlines operating from CPC Goa. The contractor has to ensure that the service standards as per the said agreements are adhered to while performing the operations.

If any claims are received from Airlines due to failure to comply with the above requirements, same shall be recovered from the contractor's bill and in addition a **liquidated damages up to Rs.1000/- per case** may be levied and recovered from the bills of the contractor.

5. **MANPOWER REQUIREMENT:**

5.1 At present, depending on the volume of the traffic, **there is a requirement of 03 unskilled laborers at CPC Goa Terminal.**

5.2 Additional manpower [additional upto 03 unskilled labours] may be asked for on requirement basis from the contractor on (7) seven days written notice. The exact number of manpower required to be increased as per aforesaid provision will be determined by the CGM/WR, based on the traffic volume. The payment for the additional manpower as indicated above will be made by CONCOR on pro-rata basis.

5.3 However, if there is need for more manpower requirement, than stipulated above, the same can be taken from the contractor provided he is willing to do so, otherwise some alternative arrangement can be made by CONCOR.

5.4 The case of failure to deploy additional manpower asked for by the stipulated date, **damages upto Rs. 500/- per day** will be levied by the Terminal Manager/In-Charge.

5.5 All the manpower required for carrying out the Cargo Handling shall be deployed by agency at its own cost. Agency shall deploy manpower which is on its payroll and shall not further subcontract the same to a third party. There shall be no employer-employee relationship between CONCOR and any of the personnel deployed by the agency.

5.6 Office space may be provided by CONCOR, if available, at the rates prevailing at the terminal. Water and electricity charges would be borne by the Contractor.

5.7 In case any complaints are received due to shortage of manpower and the work is adversely affected then liquidated damages up to Rs. 2000/- per case may be levied and recovered from the bills of the contractor.

5.8 Any damage caused to cargo or property at CPC Goa, due to contractors fault shall be recovered from the contractor's bills & shall be dealt in accordance with the clause no.7, "Consequence of non-performance".

6. OPERATIONAL LOCATION:

6.1 The various operational location points at have been described in 6.3 below. The Cargo Handling Work at is required to be carried out at these operational points. Contractor shall manage these operational points at its own cost, on its own payroll and shall not further subcontract the same to a third party. There shall be no employer-employee relationship between CONCOR and any of the personnel deployed by the Contractor.

6.2 Contractor has to ensure that adequate/required number of manpower are deputed in each shift to ensure that cargo handling and related documentation & system updation works are cleared without any delay.

6.3 The Main operational locations at includes

- Inbound / Outbound Gates
- Outbound Weighment Area
- Outbound Screening & SHA Area
- Inbound / Outbound Counters
- Inbound Segregation & Storage Area
- Inbound / Outbound Truck Dock
- Trolley staging area.

Apart from above contractor will have to handle cargo at any other location at CPC Goa as per instruction of CONCOR.

7. CONSEQUENCES OF NON-PERFORMANCE:

7.1 Damages may be recovered from the contractor for repeated non-performance in addition to the damages prescribed in the respective paras above upto Rs.5000/- per day, by Terminal Manager / Incharge.

7.2 However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.

7.3 All the damages will be imposed by the Terminal Manager/Incharge and the same will be deducted from the monthly bill of the contractor. CONCOR may also deduct the damages from the Security Deposit, incase monthly bills are short of damages amount. In such a case, the contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.

7.4 Unsatisfactory Performance: The unsatisfactory working will include the following:

- Repeated failure to adhere to the work schedule.
- Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
- Failure to provide manpower in consonance with work requirement for a continuous period of (5) five days.
- Repeated instances of improper work.
- Repeated instances of failure to comply with instructions of Terminal Manager/ In-charge
- Breach of terms of the contract.

8. ESTIMATED VOLUMES:

The estimated volume of work per month based on the present volume for the activities mentioned in Para 1, 2 and 3 above are given below. It may be noted that any variation in actual volumes post award of contract shall not form a basis for dispute and change in the rates or terms of contract.

Activity Code	Particulars	Approx. Volume (per month) in MT
1,2 & 3	GENERAL CARGO:IMPORT/UBC/EXPORT	40 MT

ANNEXURE-A

SCHEDULE OF RATES

RATE SCHEDULE FOR AIR CARGO HANDLING CONTRACT AT CONCOR CPC GOA –

1. The bidder must quote the rates for manpower deployed as per the SOR below. Bidder must fill the rates in the space provided and affix his seal with sign of authorized signatory.
2. The rates must be quoted in both figures and words. In case of any discrepancy in both, rates quoted in words shall prevail.
3. The rates quoted must be all inclusive excluding GST.
4. GST shall be paid extra on the billed amount at the prevailing rates.
5. CONCOR may ask for the basis of calculation of rates quoted. CONCOR reserves the right to negotiate the rates with the successful bidder.

SCHEDULE OF RATES:

Sl. No.	Category of Manpower	No. of Manpower	Lump Sum fixed rate per person per month in figures (Rs.)	Lump Sum fixed rate per person per month in words (Rs.)
1	Unskilled	03		

For Bidder:

Name of the company _____

Name of authorized signatory_____

Sign and Stamp _____

ANNEXURE– B

SPECIMEN OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to [Name of tender] and also load/unload containers in CONCOR Terminal [.....] on its behalf on the terms and conditions of the agreement dated [.....]. made between [.....] and [.....] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs. only] against any loss or damages caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the contractor to handle or carry containers/cargo safely in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, [Name of 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 to perform the said operations safely without damaging the cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.].
3. We [Name of Bank] 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 claim 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.
4. 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 end of (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] 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 CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] 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 the said [Name of tender] contract 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 contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
 7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
 8. We [Name of Bank] 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.
 9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
 10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

ANNEXURE-C

SPECIMEN OF AGREEMENT

(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)

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

AGREEMENT FOR ACTING AS [.....] CONTRACTOR FOR CONTAINER CORPORATION OF INDIA LTD AT [CPC GOA]

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ Two Thousand and Nine between the Container Corporation of India Ltd. (A Govt. of India Undertaking), 'CONCOR Bhawan' C-3 Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, represented herein by the Chief General Manager (hereinafter called CONCOR) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of [.....] of Air Cargo Handling at CONCOR CPC Goa [.....] at the rates and under the terms and conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with CONCOR to perform all the operations set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by CONCOR, the contractor shall duly perform the said operations in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carryout the work in accordance with the terms and conditions of contract with effect from [..... day of, 2020 up to day of, 20__] and will observe, fulfill and honour all the conditions herein 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 agrees that if the contractor observes and honours the said terms and conditions of the contract, CONCOR will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by CONCOR.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

_____	_____
For and on Behalf of Contractor	CGM
M/s.	FOR AND ON BEHALF OF
	CONTAINER CORPORATION OF INDIA LTD.,

WITNESS	WITNESS
1. _____	1. _____
_____	_____
_____	_____
2. _____	2. _____
_____	_____
_____	_____

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

ANNEXURE D

**PROFORMA TO BE FILLED IN AND SIGNED BY THE TENDERER AND
SUBMITTED ALONG WITH THE TENDER FOR HAVING A RETIRED
GAZETTED OFFICER ON THEIR ROLES**

(PORTIONS NOT APPLICABLE MAY BE DELETED)

i) The undersigned:-

(a) is a retired officer holding prior to retirement/resignation a post in Govt of India/State Government/ CONCOR/PSU under ministry of Railways (Specify name of PSU).

(b) is a partnership firm having as one of its partners/officers as persons as aforesaid at (a) above.

(c) is an incorporated company having any such retired officer/Engineer/Manager stated at (a) above its director/manager/officer.

(d) has no such retired Engineer or retired manager associated with it as stated above.

ii) If failing under any of the above categories (a) to (c), particulars of the officer may be furnished hereunder:-

(1) Post held before retirement-----

(2) Date of retirement _____

(3) If not retired at least two years prior to date of submission of tender, state whether permission for taking such employment has been obtained from the officer duly authorized in this behalf-----

(iii) If the Tenderer or in case of a partnership firm any of its partners or in case of Company, any of its director/manager/officer has a relative or relates employed in managerial capacity in the CONCOR/, particulars of such relative in the CONCOR may be furnished here under

(1) NAME

(2) DESIGNATION

(3) NAME OF PSU/STATE/CENTRAL GOVT. ORGANISATION

SIGNATURE OF
TENDERER

PLACE: STAMP OF COMPANY DATED: