

CONTAINER CORPORATION OF INDIA LIMITED



(A Government of India Undertaking)

WESTERN REGION

5TH FLOOR, NEW ADMINISTRATIVE BUILDING

CENTRAL RAILWAY, D.N. ROAD

MUMBAI-400 001.

**TENDER FOR PROVIDING
STD/LOCAL/PHOTOCOPY/ FAX AND
INTERNET SERVICE AT DRONAGIRI
RAIL TERMINAL, DRONAGIRI.**

TENDER DOCUMENT PRICE: RS 1,120/- (Rs.1,000+12% GST)

Tender no. CON/WR/DRT/COMM/39/2019

TENDER FOR PROVIDING STD/LOCAL/PHOTOCOPY/ FAX AND INTERNET SERVICE AT DRONAGIRI RAIL TERMINAL, DRONAGIRI.

1. SERIAL NUMBER OF THE TENDER FORM : _____
 2. DATE OF ISSUE : _____
 3. NAME & ADDRESS OF THE TENDERER : _____

 4. DATE OF SALE OF TENDER DOCUMENTS : **FROM 19/12/2019 TO 08/01/2020**
 5. DATE & TIME FOR SUBMISSION OF TENDER : **09/01/2020 up to 1500 hrs.**
 6. TENDER WILL BE OPENED ON/AT : **09/01/2020 at 1530 hrs.**
- ADDRESS FOR TENDER SUBMISSION AND OPENING : **Container Corporation of India Ltd,
5th Floor, New Administrative
Building, Central Railway,
D.N.Road, Fort, Mumbai-400001**

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

Note: Tenderers may download the tender document from our web site ***www.concorindia.com*** and same may be submitted along with the cost of tender document 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.

TENDER LETTER

Dear Sir,

Sub : TENDER FOR PROVIDING STD/LOCAL/PHOTOCOPY/ FAX AND INTERNET SERVICE AT DRONAGIRI RAIL TERMINAL, DRT.

We are pleased to invite your offer for the above mentioned work proposed to be awarded to the most competitive and suitable bidder.

The offer should be submitted in two separate envelopes; "Envelope-A" (pre qualification bid) and "Envelope-B" (financial bid). The agency shall also return this tender document duly signed and stamped along with its offer in "Envelope-A". Financial bid as per "Annexure-A" shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope super scribed as **"Tenders for Std/Local/Fax/Photocopy/Internet services at DRT"**. **The tender will be opened on 09.01.2020 at 15:30 hrs.**

The tender form complete in all respects should be placed in a sealed envelope super scribing **"Tenders for providing Std/Local/Photocopy/Fax and Internet services at Dronagiri Rail Terminal"**. The tenders duly completed must reach the designated office of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5TH FLOOR, NEW ADMINISTRATIVE BUILDING, CENTRAL RAILWAY, D.N. ROAD, MUMBAI- 400 001.** up to **15:00 hrs on 09/01/2020.** The responsibility to ensure reaching of the completed tender forms at the above address shall be that of the tenderer. The tenders i.e. "Envelope- A" containing tender form duly signed and stamped on each page and pre-qualification bids will only be opened on the same day at 15:30 hours.

*Tender must be enclosed in a sealed cover, superscripted " Tender No._____and name of work_____ " 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 09.01.2020 of submission or deposited in the special tender box allotted for the purpose in the office of **CHIEF GENERAL MANAGER.** This special tender box will be sealed at 1500 hrs on dated 09.01.2020. The tender will be opened at 15:30 hours on the same day. The tender papers will not be sold after 1700 hrs on 08.01.2020. Any tender received after specified date and time of submission of tender shall be summarily rejected. The envelopes containing "Financial bids" of only those tenderers, who qualify after consideration of the "Pre-Qualification bids" will be opened on a later date and time, which will be communicated to the qualified tenderers.*

The earnest money deposit (EMD) is worth Rs.3,500/- (Rupees Three Thousand Five Hundred only) and is required to be deposited along with the submission of tender in the form of a demand draft as described subsequently in the tender document.

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.

CONCOR reserves the right to accept or reject any/all offers, without assigning any reasons thereof, and/or to amend the terms and conditions at any stage of contract.

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.

(Note: Clarification can be sought by the convener of the TEC or his representative, if the TEC so deliberates. There would be no need to refer the case to Tender Accepting Authority for this.)

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

Thanking you,

Yours faithfully,

For and Behalf of CONTAINER CORPORATION OF INDIA LTD.

Chief General Manager

CHAPTER-I

TENDER FOR PROVIDING STD/LOCAL/PHOTOCOPY/FAX AND INTERNET SERVICES AT DRONAGIRI RAIL TERMINAL

INSTRUCTIONS TO TENDERERS:

1. Each applicant will submit his tender along with a demand draft for **Rs.3,500/- (Rupees Three Thousand Five Hundred only) as earnest money** payable to Container Corporation of India, Mumbai. Tenders received without the earnest money will be summarily rejected.
2. The last date for receipt of tender is **09/01/2020 upto 15:00 hrs.**
3. All tenders will be submitted in a sealed envelope in the office of Container Corporation of India Ltd., New Administrative Building, 5th Floor, D. N. Road, Central Railway Mumbai -CST, Mumbai 400 001. The sealed envelope containing the tenders must be superscribed as "Tenders for providing Std/Local/Photocopy/Fax and Internet services at Dronagiri Rail Terminal, DRT."
4. Tenders received will be opened in presence of representatives of the tenderers at 15:30 hrs on 09/01/2020 in Mumbai Regional Office, Container Corporation of India Ltd., New Administrative Building, 5th Floor, D. N. Road, Central Railway Mumbai - CST, Mumbai 400 001.
5. Tenderers must visit the site of the **Dronagiri Rail Terminal, Dronagiri** and see for themselves the location of the STD booth. At present the area is approx 72 sq.ft.
6. It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 90 days of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount in para 1 shall be liable to be forfeited to CONCOR.
7. The STD booth will be used predominantly by officials and visitors of CONCOR, Customs authorities, Shipping lines, Custom House Agents, Surveyors, Road Transportation companies other offices housed in the complex, Truckers, their staff and drivers of vehicles visiting the ICD/CFS.
8. The successful tenderers will be required to execute an agreement with CONCOR on stamped paper of requisite value as per the Annexure "B" of this document.
9. Allotment of licence will be done after all tenders received have been screened by a nominated Tender evaluation committee.

CHAPTER-II

Eligibility Conditions:

- a) Experience certificates in original/copy duly attested by Gazetted officer given by Organisation/Undertakings where the tenderer has provided similar nature of work during last one year.
- b) The tenderer should be registered with Shops & Establishment Act.
- c) The financial turnover of the tenderer should not be less than the Rs.40,000/- (Rupees Forty Thousand only) in its business (in the same name in which he is submitting his offer) during the financial year of 2018-19 (Audited P&L A/c, B/s or certificate from chartered accountant). Proof should be enclosed.
- d) The tenderer shall be required to deposit a sum of **Rs.3,500/- (Rupees Three Thousand Five Hundred only) as Earnest Money**. The earnest money shall be deposited only by crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue. No tender will be accepted or considered without the remittance of Earnest Money Deposit. No interest shall be allowed on the earnest money deposited and also on security deposit as referred in the tender document. The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tender has been finalised.
- e) The tenderer should enclose either the proof of ownership of two fax machines and two photocopy machines or submit a declaration to procure the same within 15 days from the date of award of contract and before taking the possession of the allotted space. All the machines should be in the name of the tenderer.

The Tender will not be considered unless the agency submits copies of proof of the above mentioned conditions.
- f) The agency should enclose the copy of PAN No. and GSTN Registration number.

Note :

- 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 items 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.
 - a. District Industries Centers
 - b. Khadi and Village Industries Commission
 - c. Khadi and Village Industries Board
 - d. Coir Board.
 - e. National Small Industries Corporation
 - f. Directorate of Handicraft and Handloom
 - g. Udyog Aadhar
 - h. Any other body specified by Ministry of MSME.
- 4. The MSEs must also indicate the terminal validity date of their registration. (However, 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.)
- 5. Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

CHAPTER-III

TERMS AND CONDITIONS

1. **Duration of Contract:**

At the initial stage, this contract shall be awarded for a period of 2 (two) years from the date of possession of the premises and thereafter, CONCOR shall, however, have the right to exercise its discretion of extending the contract by 1 (one) more year at the same terms and conditions in case it considers it necessary. No request for any change in rates will be entertained during the initial currency of 2 years. However, the rates for extended period will be at the discretion of CONCOR, in case CONCOR decides to extend the contract. It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract and even beyond the contract period of 2 + 1 year for at least four months or till the new contract is finalized, whichever is earlier.

2. **Exit Clause:**

CONCOR will have the liberty to terminate the contract by giving an advance notice of (30) thirty days in case there are strong business reasons for it to do so as determined by its management. However, the agency has to run the business till the new agency is inducted in its place. The licensee shall vacate the licensed premises peacefully after the expiry of the contract or earlier if desired by CONCOR and shall hand over the same to the authorized officer. The licensee shall be free to remove without any damage to CONCOR property; the furniture, fitting and other articles as may have been brought by the licensee, at the end of his contract.

3. The licensee shall pay in advance by cheques the full amount of monthly license fee at the beginning of each month in the event of failure to pay the license fee and other dues on the stipulated date an interest @ 18% per annum will be charged beginning from the 1st day of month to which license fee pertains without prejudice to the other rights of licensor in addition the licensee shall also pay the electricity charges, water charges as per actuals. Licensee shall have to pay Rs. 300/- per month towards repairs & maintenance charges. The Contractor shall have to pay GST extra at the applicable rate.

4. Following facilities will require to be provided by the licensee at all times during the pendency of the contract. In case any facility is out of order or not working properly, license will require to arrange for substitute facility for smooth functioning.

- a. STD facility : STD 1 No. to be arranged as per the direction of the CONCOR.
- b. LOCAL call facility : PCO 2 No.s to be arranged as per the direction of the CONCOR.
- c. FAX facility : Two Fax machines(With STD facility) to be installed as per direction of CONCOR.
- d. Photocopy facility : Two numbers machines to be installed as per direction of CONCOR.
- e. Internet Facility : One Personal Computer/Laptop(with printer attached to it) with Internet facility.

5. The licensee will employ adequate number of staff in order to maintain efficiency to the standard desired by CONCOR and the customers.

All persons engaged by the licensee shall be treated as licensee's own employee and they will claim no privileges from CONCOR. The licensee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour.

The licensee shall discharge from his/their service an employee who shall in the opinion of CONCOR misconduct's or is in any way unfit or unsuitable for the purpose of the business to be carried on in the said premises.

6. The licensee will be responsible for the cleanliness of area allocated.
7. All services shall be opened during office hours on all working days. The working hours will be specified by CONCOR. The services will remain closed on Sunday and other holidays unless specifically desired otherwise by CONCOR. In case the services are to be opened on holidays and kept open beyond office hours, CONCOR has the option to specifically direct the licensee to do so.
8. The licensee shall at his own cost effect, as required , as per the Act , necessary insurance in respect of the staff and other personnel or persons to be employed or engaged in connection with the rendering of the aforesaid services to CONCOR and shall comply with the provisions of all relevant Establishment Act of contract labour, Employees Staff Insurance Act, Workmen's Compensation Act, Payment of Wages Act, The Employee Provident Fund and Family Pension Fund Act 1952, the Payment of Bonus Act, Employees State Insurance if applicable , Provision of employment of Children Act of 1938, Hours of Employment regulations and any other rules, Regulation and /or statues that may be applicable to them now or that may be introduced by the Government, State Administration or Municipal Authorities subsequent to the date of this agreement and the Tenderer shall keep CONCOR indemnified from all acts of omission, default , breaches and /or any claim , demands, loss, injury and expenses to which CONCOR may be put to or involved as a result of Tenderers failure to fulfill any of the obligations hereunder and /or under statutes and/or any bylaws or rules framed there-under or any of them. CONCOR shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from monthly bills or from the security deposit of the licensee without prejudice to its any other rights under the law.
9. The licensee will have to furnish a monthly statement showing the names and wages of all the employees engaged and working in complex. Any addition/deletion must be communicated to CONCOR.
The licensee shall not in any capacity employ any persons of bad character or any persons whose antecedents have not been investigated by the police authorities and shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, father's name address and the place at which employed. The expenses for such verification to be borne by the licensee. The licensee shall not in any capacity employ any illiterate person in the premises allotted to him.

10. Any of the licensee's employees proceeding on leave shall immediately be replaced by the licensee so as to maintain satisfactory level of service at all times.
11. CONCOR shall have the right to search the licensee's employees at any time and there shall be no grievance expressed /felt on this account either by licensee or his employees. The licensee will issue ID cards to the worker in the format approved by CONCOR. Entry of employees into the ICD, Bonded Area and the Administration complex will be on basis of the identity cards only.
12. CONCOR shall authorize its official to inspect and over see functioning of services with a view to ensure efficient services. In case there are repeated failures of lacuna noticed due to failure of licensee, the authorised CONCOR official can impose a fine up to Rs. 1000/- at one time to be paid immediately by the licensee. The licensee will ensure that hazardous or inflammable or any other intoxicating material is not stored on the premises.
13. The licensee has to submit a **Security Deposit** equivalent to three months' license fee (As quoted by agency in Annexure "B") plus GST as per applicable rate, within 15 days from the date of issue of order/letter of intent. In the event of the security deposit or any portion thereof being forfeited appropriated supplied or used by CONCOR under the provisions of this agreement then the licensee will on demand provide further security in the place of the security forfeited appropriated or used as aforesaid so as to make up the security deposit to the amount required as aforesaid.
14. The licensee shall not sublet or assign the license or use the space provided for running the services for proposes other than running a STD/LOCAL/FAX/Photocopy/Internet services and shall not allow any body to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use.
15. The licensee shall be responsible for all damages or losses to CONCOR property by the licensee or his staff and shall be liable to make good any such loss or damage immediately. Amounts claimed by CONCOR for such damages or losses shall be paid for by the licensee immediately on demand.
16. CONCOR will not be in any way responsible for any loss or damage accruing to any goods, stores or articles that may be kept by the licensee in the premises.
17. If the licensee shall die during continuance of this agreement, this agreement shall absolutely cease and determine and the heirs, executors or Administrators or other legal personal representatives of the said licensee shall have no interest whether under this agreement other than in respect of a claim for the return of the deposit money subject to provisions here in contained as to the same provided that nothing therein this clause contained shall be deemed to prejudice or effect any claim which CONCOR may have against such heirs executors or administrators or other legal personal representative for or in respect of any breach of any agreement by the said licensee here in contained during his/their life time or any right of indemnity CONCOR may have under and by virtue of the provisions of this agreement.

18. That the possession and control of DRT included the licensed premises shall be that of the licensor through out and it is clearly understood that the licensee shall not have any right to exclusive possession of the licensed premises at any time.
19. The rates of Telephone charges / Fax/ Xerox/Internet will be approved by CONCOR and the licensee shall display in a conspicuous place the approved rate list of items and a complaint book for anyone to record complaints, and this book shall be open to inspection by persons duly authorised by CONCOR. The licensee shall inform CONCOR Administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him by CONCOR from time to time.
20. Licensee shall install **Electrical meter** at its own expenses and pay electricity bill as per meter reading to CONCOR.
21. Licensee shall pay fixed charges of Rs. 300/- per month towards repairs & maintenance charges.
22. The offer should be accompanied in financial bid in "ANNEXURE-A"
23. 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 contract.
24. CONCOR reserves the right to appoint other agencies for providing same service in the same premises of DRT.
25. The tenderer will not have monopoly in the depot and will have to compete with other similar service providers.
26. 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.
In the event of such termination of the contract, CONCOR shall be entitled to:
(i) Forfeit the security deposit as it may consider fit;
(ii) Get the balance/remaining work done by making alternative arrangements as 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.

27. **ARBITRATION :**

In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the CHIEF GENERAL MANAGER, Western Region, or any other officer nominated by him, who will act as arbitrator & whose decision shall be final. The fees and expenses of the arbitrator shall be shared equally between CONCOR and Other Party to the dispute i.e. vendor/supplier/ contractor.

For Container corporation of India Ltd.

Chief General Manager

ANNEXURE "A"
(Financial-Bid)

To,
The Chief General Manager,
M/s. Container Corporation of India Ltd.,
New Administrative Building,
5th Floor, Central Railway,
D.N.Road, Mumbai-400001

Dear Sir,

SUB : RENT PER MONTH FOR PROVIDING THE SPACE FOR "RUNNING THE STD/LOCAL/PHOTOCOPY/FAX AND INTERNET FACILITY" AT DRONAGIRI RAIL TERMINAL.

Tender no. CON/WR/DRT/COMM/39/2019

With reference to above, we hereby quote our lump sum rate towards license fee/rent as Rs. _____ per month (in figures) Rs. _____ (in words) per month, for running the STD/FAX/PHOTOCOPY and LOCAL PHONE SERVICE and INTERNET FACILITY at Dronagiri Rail Terminal as per the terms of Tender document/agreement. GST shall be paid extra as per applicable rate.

Yours faithfully,

(Name & Seal of the tenderer)

ANNEXURE "B"
Agreement Format

Contract Agreement No. _____

Dated _____

An agreement made this _____ date of _____ Two Thousand and Twenty between Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the

_____, Container Corporation of India Ltd., Mumbai
(hereinafter called CONCOR) on the one part and
_____ and carrying on business at

_____ under the name of

_____ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of providing services of performing all the work of providing communication services at Dronagiri Rail Terminal.

In consideration of, providing the services of STD/LOCAL/PHOTOCOPY and FAX, the Contractor shall duly perform the said duties as mentioned in Tender document and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will perform the services in accordance with the Terms and Conditions of the Quotation document with effect from _____ day of _____ 20-- up to _____ day of _____ 20-- and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the Contractor observes and honours the said Terms and Conditions of the contract, CONCOR will accept the license fee and other charges from the Contractor for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

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

CONTRACTOR

CHIEF GENERAL MANAGER

WITNESSES

1. _____

2. _____

WITNESSES

1. _____

2. _____
