



CONCOR AIR LIMITED

(A WHOLLY OWNED SUBSIDIARY OF CONTAINER CORPORATION OF INDIA LTD., A GOVT. OF INDIA U/T)

CONCOR AIR LIMITED, SANTACRUZ AIR CARGO TERMINAL (SACT), NEAR MILAN SUBWAY, OFF WESTERN EXPRESS HIGHWAY, CTS NO.2085, VILE PARLE (EAST), CSIA, MUMBAI – 400 099.

**(E-Tendering Mode Only)
(in Two Bid)**

**For Providing Services of Data Entry, Documentation and Allied Works At
CONCOR AIR LTD-Santacruz Air Cargo Terminal**

Tender No.: CAL/SACT/DATA ENTRY/2020

Cost of Tender Document: Rs. 2240/- (inclusive of 12% GST)

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Tender Notice (E-TENDERING MODE ONLY)

1. Online Open Tender in two packet system is invited for the contract for Providing Services of Data Entry, Documentation and Allied Works at Concor Air Ltd- Santacruz Air Cargo Terminal (SACT), Mumbai only through e-tendering mode (in two packet mode).
2. The bid document can only be downloaded from the website (www.tenderwizard.com/CCIL) and the intending bidders should submit the document sale price of Rs.2240/- inclusive of GST through e-payment at the time of making online request.
3. Complete tender papers duly accompanied with receipts of e-payment of tender sale price and requisite EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

Tender No.	CAL/SACT/DATA_ENTRY/2020
Name of Work	E TENDER for Providing Services of Data Entry, Documentation and Allied Works at Concor Air Ltd- Santacruz Air Cargo Terminal (SACT), Mumbai.
Estimated Cost	Rs. 1.83 Crore exclusive of taxes for 2years+1year extendable+4 obligatory months.
Period of Contract	2 years +1 years + 4 months (Total: 40 months)
Earnest Money Deposit	Rs.1.10 lakhs (Rupees One lakh and Ten Thousand Only) through e-Payment.
Cost of Document (Non-Refundable)	Rs.2,240/- (including GST) through e-payment.
Tender Processing Fee (Non-Refundable)	Rs.5,310/- Inclusive of all taxes and duties (Non-refundable) through e-payment.
Date of Sale of Tender (Online)	From 27/11/2020 10:00 hrs. to 18/12/2020 upto 17:00 hrs.
Last Date & Time of submission of tender (Online)	21/12/2020 upto 15:00 Hrs.
Date & Time of opening of tender (Online)	22/12/2020 at 15:30 Hrs.
Financial Eligibility Criteria	The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years i.e. 2017-18, 2018-19 and 2019-2020 should be of value not less than Rs.1.65 Crore . The information shall be supported by CA certificate & Balance Sheets

	and Profit & Loss statements of specified last three financial years.
Experience with respect to Similar nature of work.	Tenderer should have at least one similar nature of work of value not less than Rs. 64.05 Lakhs during the last four financial years (i.e. 2016-17, 2017-18, 2018-19 & 2019-20) and current year (2020-21) upto the date of tender submission.

4. CAL reserves the right to reject any or all the tenders without assigning any reason thereof.

This tender notice is also available on the web site www.concorindia.com. The bid document can also be downloaded from the website (www.tenderwizard.com/CCIL). However, the intending bidders should submit the document sale price of Rs.2240/- through e-payment at the time of making online request.

EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website www.tenderwizard.com/CCIL.

To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 1,600/- + applicable GST to M/s. ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

The detailed tender document can be viewed from the website www.tenderwizard.com/CCIL from 27/11/2020 10:00 hrs. to 18/12/2020 up to 17:00 hrs.

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 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 MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letterhead, confirming the validity of their registration can be accepted.
5. Failing 3 and 4 above, such offers will not be liable for consideration of benefits in MSE notification of Government of India dated 23.03.12.

For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/CCIL, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no.+7738875559, 8800991845, +918879375522, +08800991863/+9599653865.

Concor Air Ltd
(A wholly owned subsidiary of Container Corporation of India Ltd)
A Govt. of India Undertaking)
Visit us at www.concorindia.co.in

CONCOR AIR LIMITED, SANTACURUZ AIR CARGO TERMINAL, CTS NO. 2085, NEAR MILAN SUBWAY BUS STOP, WESTERN EXPRESS HIGHWAY, VILEPARLE (EAST), MUMBAI -400099.

NOTICE INVITING E- TENDER

CONCOR AIR LTD invites E-Tender in Two packet system, for the following work:-

Tender No.	CAL/SACT/DATA_ENTRY/2020
Name of Work	E TENDER (in Two Bids) for Providing Services of Data Entry, Documentation and Allied Works at Concor Air Ltd- Santacruz Air Cargo Terminal (SACT), Mumbai.
Estimated Cost	Rs.1.83 Crore Exclusive of taxes for 2 years+1year extendable+4 obligatory months i.e. (40 months)
Period of Contract	02 years + 01 year + 4 months (Total: 40 months)
Earnest Money Deposit	Rs.1.10 lakhs (Rupees One lakhs and Ten Thousand Only) through e-Payment.
Cost of Tender Document (Non-refundable)	Rs.2,240/- (inclusive of GST) through e-payment.
Tender Processing Fee (Non-refundable)	Rs.5,310/- Inclusive of all taxes and duties (Non-refundable) through e-payment.
Date of sale of Tender (online)	27.11.2020 (10:00hrs) to 18.12.2020 (upto 17:00 hrs.)
Date & Time of submission of Tender(online)	21.12.2020 upto 15:00 hrs.
Date & Time of Opening of Tender (online)	22.12.2020 at 15:30 hrs.

For financial eligibility criteria, experience with respect to similar nature of work, etc, please refer to detailed tender notice available on website www.concorindia.com, but the complete tender document can be downloaded from website www.tenderwizard.com/CCIL only. Further, Corrigendum/ Addendum to this Tender, if any, will be published on website www.concorindia.com, www.tenderwizard.com/CCIL and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.

CEO (CAL)

CHAPTER-I

INSTRUCTIONS TO THE TENDERERS

Concor Air Ltd (CAL), a wholly owned subsidiary of The Container Corporation of India Ltd. (A. Govt. of India Undertaking) manages and operates air cargo terminal at Santacruz Air Cargo Terminal (SACT), Mumbai. It invites E-tender from eligible parties for the **TENDER FOR PROVIDING SERVICES OF DATA ENTRY, DOCUMENTATION AND ALLIED WORKS at Santacruz Air Cargo Terminal (SACT), Mumbai.**

Tenderers must read these instructions before filling the tender.

1. Online open tenders in Two packet system are invited for providing services of Data Entry, Documentation and Allied works at Santacruz Air Cargo Terminal (SACT), Mumbai only through e-tendering mode.
2. The Offer should be submitted through e-tendering mode in the website www.tenderwizard.com/CCIL containing two separate e-bids viz. Pre-Qualification Bid and Financial Bid. Bidders who qualify in technical evaluation will proceed for further process.
3. Bids are required to be submitted only by online mode through website www.tenderwizard.com/CCIL in two bids. The first Bid i.e. Pre-Qualification Bid will contain all signed and scanned documents listed below in para 10.
4. Bid and all the tender documents are required to be submitted only by online mode (E-tendering mode) through website www.tenderwizard.com/CCIL in single packet. The Bid will contain all signed and scanned documents listed below in para 8.
5. All the tender and Bids received shall be opened on the date and time mentioned above in the tender notice. The sequence of opening shall be :
 - i) Earnest Money Deposit(EMD)
 - ii) Pre-qualification Bid/Technical Bid
 - iii) Financial Part

Note: One representative from each bidder shall be authorized and permitted to attend the bid opening.

6. EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded on the e-tender website, www.tenderwizard.com/CCIL. At any stage during the evaluation of e-bid, if the EMD is found invalid, the respective bidder's bid will be summarily rejected.

7. Online Pre-Qualification bids will be opened at 15:30 hours on 22/12/2020. On the same day/date Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
8. Only online "Pre-Qualification Bids", will be opened at 15:30 hours on 22/12/2020. The Pre-Qualification Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. "Financial Bids" of only those tenderers, who qualify after consideration of the "Pre-Qualification Bids", will be opened on a subsequent date and time, to be notified to the qualified tenderers only.
9. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.
10. The tenders should accompany the following documents duly signed and stamped by the authorized signatory of the bidder
 - a) Receipt of e payment towards Earnest Money Deposit as per requirement of Chapter-II, Para-3.
 - b) Experience Certificate for Data Entry, Documentation and Allied Works in original or notarized copy as stipulated in Chapter II, Para 2.1 (i).

Note: (Existing contractors of CONCOR /CONCOR AIR LTD can submit photocopies of Experience Certificate issued by CONCOR/CONCOR AIR LTD).
 - c) Documents indicating ongoing contracts in hand, if any.
 - d) Documents regarding financial standing of the firm/company signed by Chartered Accountant as per requirement of Chapter II, Para 2.2.
 - e) Documents regarding constitution of the firm/company (Reference Chapter-II Para-4).
 - f) Power of Attorney, if required.
 - g) Notarized Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.
 - h) Proof of PF and ESIC registration in the same name in which bidder is submitting his offer.
 - i) GST registration certificate.

j) Integrity Pact Duly signed.

11. Scanned tender document, comprising all the chapters along with rate quotation as per format given in Annexure-IV, should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer, and must be uploaded on or before **21/12/2020 15:00 hours on the website www.tenderwizard.com/CCIL.**

11. This document will be an integral part of the contract. Therefore, prospective bidders are advised to go through the same before filling the tender.

The tenderer has to indemnify CONCOR AIR LTD for any losses accrued due to alteration / modification made in the terms and conditions including General Conditions of the tender.

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

**Chief Executive Officer
Concor Air Ltd**

CHAPTER II

TENDER CONDITIONS

1. BONAFAIDE OFFERS:

The tenderer should be an experienced and financially capable of providing services of Data Entry, Documentation and Allied Works, which shall mean an entity:

- (a) Having required previous experience as specified in para 2.1 below.
- (b) Having sound financial standing as described in para 2.2 below.
- (c) Having adequate no. of qualified personnel with him to manage the Data Entry, Documentation and Allied work efficiently.
- (d) Meeting all other requisites laid down in this chapter elsewhere.

2. ELIGIBILITY CRITERIA:

2.1 EXPERIENCE:

Proof of Experience of providing services of at least one similar work (i.e. Data Entry, Documentation and Allied work) of value Rs. 64.05 Lakhs during last four financial years (i.e. 2016-17, 2017-18, 2018-19 & 2019-20) – and the current year(2020-21) upto the date of tender submission in the same name/firm composition in which he is applying for this tender.

The experience certificate from the concerned company on its letter head towards satisfactory services as mentioned above should be provided indicating the value of the work completed. Tenders received without proof of such experience certificate will be summarily rejected.

If the existing contractor has submitted the tender 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.

Each tenderer shall be required to deposit a sum of **Rs. 1.10 lakhs (Rs. One Lakh Ten Thousand only)** as Earnest Money through E payment at the time of submission of the bid. The tender document submitted without EMD will be

summarily rejected. Each tenderer shall be required submit the tender document sale price of Rs.2240/- through e-payment at the time of making online request.

2.2 FINANCIAL CREDIBILITY:

- (i) **Turnover:** The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20 should be of value not less than **Rs.1.65 crores**. The information shall be supported by CA certificate & Audited Balance Sheets and Profit & Loss statements of specified last three financial years in the same name/firm composition in which he is applying for this tender.
- (ii) **Networth:** The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet, which is duly certified by a Chartered accountant.

3. EARNEST MONEY DEPOSIT:

- 3.1 Each tenderer shall be required to deposit a sum of **Rs. 1.10 lakhs (Rs. One Lakh Ten Thousand only)** as Earnest Money through E payment at the time of submission of the bid. No interest shall be allowed on the Earnest Money deposited.
- 3.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 3.3 The tender document submitted without EMD will be summarily rejected.
- 3.4 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.
- 3.5 The earnest money deposited by the successful tenderer 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.

4. CONSTITUTION OF THE FIRM

- 4.1 The tenderers, who are the constituents of a Firm, Company, Association/or Cooperative 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.

- 4.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR AIR LTD in writing, failing which CONCOR AIR LTD 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.
- 4.3 CONCOR AIR LTD may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 4.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender 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 application, in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender.
- 4.5 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

5. JOINT VENTURE:

- 5.1 If the tender application is submitted by a Joint Venture of two or more firms:
- a. It shall be signed by each member party to the joint venture so as to be legally binding on all parties.
 - b. One of the partners shall be nominated as the lead partner and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners.
 - c. The experience of Data Entry, Documentation and Allied Works as mentioned in clause 2.1 of chapter II in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
 - d. The turnover in case of joint venture shall be determined by adding together the turnover of all the partners of the joint venture. However, as a qualifying criteria, the lead partner must have at least 60% of the minimum turnover.

- e. It shall be accompanied by a legal document signed by all the parties to the Joint Venture/Consortium confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorised representative of the Joint Venture.
- f. The tender application shall include a copy of the joint venture agreement which shall inter-alia provide that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.
- g. The agreement for the Joint Venture between the partners shall be notarised/ registered as per Laws of the Union of India.

6. VALIDITY OF OFFER

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 AIR LTD 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 AIR LTD, and CONCOR AIR LTD can take recourse to other legal remedies in terms of the contract.

7. QUOTING OF RATES

The tenderer must quote rate in the Schedule of rates (Annexure IV) carefully, both in words and figures. In case of any mistake or error the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections, etc. should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account.

8. ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority, CEO of CONCOR AIR LTD, who does not bind himself to accept the lowest or any other tender.
- 8.2 Acceptance of tendered 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 tender 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 signing of the agreement, will amount to breach of contract with all attendant legal consequences.

- 8.3 The tender documents submitted by a tenderer shall become the property of CONCOR AIR LTD and CONCOR AIR LTD shall have no obligation to return the same to the tenderers.
- 8.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR AIR LTD shall be communicated to CONCOR AIR LTD within three working days.
- 8.5 CONCOR AIR LTD shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. CONCOR AIR LTD is also not bound to give the reasons for such disqualification.
- 8.6 CONCOR AIR LTD also reserves the right to:
 - a) Award the work partially, if deemed fit by the Competent Authority, in the financial/business interest of CONCOR AIR LTD.
 - b) Overlook any bidder who is in the same line of business and competing with CONCOR AIR LTD.
 - c) Bypass any bidder blacklisted by any Government/Semi Government body or PSU.
 - d) Seek clarifications from the bidders regarding any information and documents submitted, along with 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.
 - e) Accept or reject any or all of the bids in part or full.
 - f) If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR AIR LTD reserves the right to reject such tender at any stage of execution without any financial liability. Any loss suffered by CONCOR AIR LTD on this account will be recovered from the contractor. This will be done without prejudice to CONCOR AIR LTD's right to seek any other remedy under law.

9. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the CEO of CONCOR AIR LTD, Mumbai, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication of award of contract (LOI) from CONCOR AIR LTD's office and start the work within (30) thirty days of issue of

LOI or by the date communicated by the CEO of CONCOR AIR LTD, whichever is later. Failure to do so shall 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 AIR LTD might take as per the Terms and Conditions including General Conditions stipulated in this document. CEO of CONCOR AIR LTD may extend the time for execution of Agreement or starting the work by 15 days each, on the request of the Contactor, or in the interest of CONCOR AIR LTD, if there are sufficient reasons for doing so.

10. SECURITY DEPOSIT

10.1 The successful tenderer will be required to furnish a security deposit of **Rs.4,57,527 Lakhs (Rs. Four Lakhs Fifty Seven Thousand Five Hundred and Twenty Seven Only)** towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by CONCOR AIR LTD.

10.2 The security deposit may be submitted in any of the following forms with validity of TWO years SIX months from the date of its issue:

- (i) Bank Guarantee of State Bank of India or any Nationalized/ Scheduled Bank in the proforma approved by CONCOR AIR LTD.
- (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR.
- (iii) 12 years National Defence Certificate at the surrender value, or 10 years Defence Deposit at the surrender value, or State Loan Bonds.
- (iv) Demand Draft /Pay Orders.

Note:

- (a) Govt. Securities (stock Certificates, bearer bonds, promissory notes, cash certificates, etc.) will not be accepted.
- (b) The National Saving/Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR AIR LTD. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- (c) No interest shall be allowed or paid on the security deposit.
- (d) CEO /CONCOR AIR LTD may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CONCOR AIR LTD, if there are sufficient reasons for doing so.

10.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within

fifteen days from the date of issue of communication of award of contract or within the extended time permitted by CEO, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CONCOR AIR LTD in full, without prejudice to any other rights or remedies in this regard for breach of contract.

- 10.4 In case the contract is extended for further period of one year, as provided in Para 12 of Chapter II, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.
- 10.5 CAL shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CAL shall be entitled to recover any loss or damage that CAL may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CAL under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CAL, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CAL shall deduct the same from the monthly bills or any amount due to the contractor.
- 10.6 The security deposit referred to above may be forfeited to CAL in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CAL's other rights and remedies available under law.

11. REFUND OF SECURITY DEPOSIT

- 11.1 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.
- 11.2 In the event of any dispute arising between CAL and Contractor or between CAL and any third party or in respect of any money due to CAL in reference to this contract or other contracts entered into by the Contractor singly or jointly with others and CAL, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CAL may in its sole discretion deem fit until the dispute is settled and determined. The Contractor shall have no claim for compensation or otherwise for any such detention made by CAL.

12. PERIOD OF CONTRACT:

- 12.1 The contract shall be awarded for a period of two years from the date of commencement of contract. CONCOR AIR LTD 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.

12.2 No request for any change in rates will be entertained during the pendency of the contract except as provided in Rate Revision clause in Chapter IV, Para 22.

12.3 The date of start of physical work by the contractor, shall be treated as the date of commencement of contract.

13. SERVICE DURING POST CONTRACT PERIOD

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.

CHAPTER III

SCOPE OF WORK

PREAMBLE:

CONCOR Air Ltd. (CAL) is a wholly owned subsidiary of Container Corporation of India Ltd. We have entered into a concession agreement with Mumbai International Pvt. Ltd. (MIAL) for Development of Santacruz Air Cargo Terminal (SACT) of BOOT basis. The operations of the company mainly include the handling and storage of Domestic Air cargo. As a concessionaire of MIAL, CAL is presently proving Air cargo handling facility to 05 major Domestic Airlines at SACT and is expected to handle cargo for more airlines at SACT. The SACT is operational 24x7 and 365 days. The successful bidder will have to provide services at the Santacruz Air Cargo Terminal, Mumbai.

1. GENERAL

- 1.1. 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 traffic.
- 1.2. 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. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of CONCOR Air Ltd., whose decision in the matter shall be final and acceptable to the bidder /contractor.

2. BRIEF DESCRIPTION OF THE WORK

Following are the core activities to be performed round the clock under the contract:

- i) Collection of documents related to Arrival and Departure air cargo received from CAL/Airlines/Cargo Handling Contractor and Data Entry in computer after due verification.
- ii) Collection of demurrage, TSP charges and any other charges (in cash, in form of bank instrument or PDA debit) as approved by CAL from time to time including collection of amount deposited by the customer in their pre-deposit account (PDA).
- iii) Checking of Data Entered in computer along with the documents (AWB, Cargo Manifest etc.) and proper filing of documents as per instructions of CAL.

Details of Work:

- i) Collection of documents from Customers/Agents/Airlines/Cargo Handling Contractor and data entry into the software provided by CAL.
- ii) Segregation/Aggregation/Checking of documents such as Cargo Manifest, AWB, Load Sheet, delivery orders etc. and entering the data into software provided by CAL.
- iii) Generating Manifest from the Software provided by CAL, if required.
- iv) Collection of TSP, demurrage and other relevant charges over the counter from the customers on production of relevant documents (AWB, manifest etc.).
- v) Issuing money receipt, debit notes, gate-pass to the customers up on collection of relevant charges as per directions of CAL officials.
- vi) Consolidation of Airline billing data as instructed by CAL.
- vii) The data entry and collection of charges has to be done on daily basis round the clock (24x7).
- viii) Handing over daily cash/cheques collected along with daily collection report to CAL staff on duty.
- ix) Checking of data entered into the system on daily basis along with the documents and communicating discrepancies, if any, to CAL.
- x) Coordinating with airlines/cargo handling contractor in case of any documents not received or any other discrepancy.
- xi) Any other data entry work as desired by CAL.
- xii) Providing reports as desired by CAL from time to time.
- xiii) Penalty of up to Rs.500/- per case can be levied by Terminal Manager / In-charge for wrong entry or delay on data entry/checking work.
- xiv) Contractor shall be solely responsible for any short collection on part of its employees and same shall be made good by Contractor on the same day.
- xv) In case of any complaints from the customers regarding the behaviour of the Contractors staff penalty upto Rs.500/- per case may be imposed.
- xvi) Contractor has to depute one supervisor to overall monitor the work and manage the duty rosters.

3. OPERATIONAL LOCATIONS:

3.1 The various operational location points at SACT have been described in 3.6 below. The Data Entry Work at SACT 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 CAL and any of the personnel deployed by the Contractor. The equipment required (computers, printers etc.) shall be provided by CAL and Contractor will ensure its availability and serviceability for usage as required.

3.2 Contractor has to ensure that adequate/required number of staff are deputed in each shift to ensure that documents are cleared without any delay. Data entry staff should be computer literate with good typing speed. Based on the current volume and scope of work, the minimum requirement of staff proposed to be deployed at CAL is 22 nos. for round the clock data entry work which may vary depending on change in business scenario. The successful bidder will be provided detailed deployment plan by CAL. The contractor is required to deploy its staff according to the deployment plan provided by CAL. The contractor is required to carry out its assessment regarding staff deployment requirement and may quote the rate accordingly. However, it is clarified that in case of any shortage/excess same has to be rectified by the contractor within a period of 07 days.

3.3 Contractor shall arrange to replace individuals as directed by CAL in case of the individual is being found to be incompetent.

3.4 Contractor shall ensure staff replacement in case any staff proceeds on leave or is absent.

3.5 In case of shortage of staff liquidated damages upto Rs.1000/- per day may be imposed by CEO/CAL.

3.6 The Main operational locations at SACT includes

- Inbound / Outbound Gates
- Outbound Weighment Area
- Outbound Screening & SHA Area
- Inbound / Outbound Counters
- Inbound Segregation & Storage Area
- Inbound Delivery Dock

4. UNSATISFACTORY PERFORMANCE AND DAMAGES THEREOF:-

- 4.1 Damages may be recovered from the contractor for repeated non-performance or Un-satisfactory performance of above upto Rs.5,000/- per incident by Terminal Manager / In-Charge of CONCOR Air Ltd. The said consequence for non-performance or Un-satisfactory performance shall also apply on receipt of complaints from Customers. However, such damages in this clause will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.
- 4.2 The contractor may represent the damages/penalty under this clause to CEO-CAL, if he feels so. CEO/CAL shall have the power to review and waive the damages/penalty under this clause in part or full on merit.
- 4.3 All the damages will be imposed by CAL will be deducted from the monthly bill of the contractor. CAL 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 fifteen days of the intimation to him.
- 4.4 In the event of the contractor's employees, etc., going on strike, which would include what is understood as a sit-in strike, or if there is suspension or delay of work due to the non-availability of data entry staff or any other cause or if the progress of the work is affected due to shortage or inadequate provision of data entry staff or any other cause or failure on the part of the contractor to do any work either in full or part as stipulated in the agreement, CAL shall be at liberty to carry on the work under the said agreement through any other agency or by engaging suitable data entry staff directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him.
- 4.5 Notwithstanding what is stipulated above, CAL will have the liberty to terminate the contract by giving advance notice of thirty days to the contractor in case there are strong business reasons for doing so as determined by the management of CAL.
- 4.6 CAL shall be the sole judge and its decision shall be final with respect to defining the levels of service expected from the contractor for determining satisfactory performance. If the contractor fails to deliver the required level of service, then CAL shall take all such measures that may be necessary to ensure the aforesaid levels of service at the cost and risk of the contractor.
- 4.7 Any lapse on the part of the Contractors in the discharge of their duties which may result in monetary loss or loss of reputation to CAL will result in imposition of damages at the discretion of the competent authority.
- 4.8 Any financial loss incurred by the CAL authority arising due to any procedural lapses on the part of the Contractor shall be recovered by the CAL from the Contractor.

4.9 In the event of continuous/serious instances of unsatisfactory working, CAL shall have rights to get the work done by some outside agency at the sole risk & cost of Contractor. In such instances, it will recover the expenditure made by it from the contractor's bills, and if necessary, also from security deposit or other moneys due to Contractor under this or any other of his contract with CAL or from CONCOR's at any other terminal.

5. SPECIAL NOTE:

5.1 The Santacruz Air Cargo Terminal (SACT) is an important establishment and very sensitive cargo is handled at the said facility. Airlines, Freight Forwarders, Cargo agents etc., operate through the said facility. Timely clearance of documents is very important. A professional approach is required to ensure that the required strength is deployed per shift so that the quality of service is maintained. Staff with good computer knowledge/skills and appropriate experience should be deployed. The tenderers are advised to visit the site and make their own assessment of the work / resources / staff requirement and bid accordingly.

5.2 CAL reserves the right to direct the agency to augment its staff deployment, in case it finds that the service is not up to the standards and staff deployed is short as compared to the volume of documents handled. There will be no increase in the rates in such case. Non-compliance may be termed as unsatisfactory performance.

6. VOLUME OF WORK:

6.1 No definite quantum of work can be guaranteed. However, CAL expects to handle approximately the following volumes:

Sr. No.	Description	Air Way Bill per month (approx.)
1.	Data entry, Documentation and Allied Work.	60,000 AWB's

6.2 The volume of work given above in this chapter is only indicative and the same shall not be a cause of any dispute about the rates of contracts or nature and extent of operations. The nature and the extent of the work is and shall remain subject to variation and adjustments depending upon the usual operational and commercial requirements at the SACT. The above volume of work should be treated as guidelines and not as an exhaustive list of duties.

6.3 The work specified in the scope of work will have to be executed at any nominated place specified by CAL at SACT premises.

CHAPTER IV

TERMS AND CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

Concor Air Ltd (CAL), a wholly owned subsidiary of The Container Corporation of India Ltd.(A. Govt. of India Undertaking) manages and operates air cargo terminal at Santacruz Air Cargo Terminal (SACT),Mumbai under concession agreement with MIAL.

- 1.1 The contractor to be appointed shall be responsible for **providing the services of Data Entry, Documentation and Allied Works at SACT**, as per the details given in Chapter III on "Scope of Work".
- 1.2 The above activities will be as directed by and under control of CAL.
- 1.3 The contract, which may emanate from this tender document, shall be governed by the Terms & Conditions as contained in this chapter and also the other provisions as contained in the other chapters and annexure forming a part of this tender document. This tender document shall be the sole repository of the Terms and Conditions of the contract.

2.0 LOCATION OF THE TERMINAL AND ITS BUSINESS HOURS

- 2.1 The terminal is located at Santacruz Air Cargo Terminal, Vile Parle (East), Mumbai – 400099.
- 2.2 The Terminal is working (24x7) round the clock every day for public dealing. The work of Data Entry, Documentation and Allied works will continue round the clock, round the year as per directions of the CAL management from time to time.

3.0 DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

- 3.1 The Contractor must own or have at his disposal the requisite trained personnel for his contractual work as described below:
- 3.2 The contractor shall provide adequate number of trained data entry staff and supervisors (shift wise) at all the Data Entry locations at Terminal to ensure proper services of Data Entry work, Documentation and Allied works including performance of incidental and general services, expeditiously and to the satisfaction of CAL officials. The CAL's terminal in-charge shall have the final say in the matter. All staff to be deployed will have to have police verification i.e NOC as per the guidelines of MIAL security and the contractor will have to obtain SACT entry passes from MIAL at his own cost.
- 3.3 The official, in-charge of the Terminal, shall be at liberty to object to and require the contractor to remove forthwith from the Terminal any person employed by

him if, in opinion of Terminal Manager/In-charge, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of in-charge shall be unquestionable and final and the contractor shall be under obligation to replace such a person.

- 3.4 All workers and/or personnel employed by the contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death, etc. The contractor shall indemnify CAL against liabilities arising out of the contractor's obligations on this account.
- 3.5 The data entry personnel must be deployed in all the three shifts as mentioned in Scope of Work without fail every day.
- 3.6 The data entry personnel deployed must be trained in use of computers. All the staff deployed for feeding of data should have minimum inter qualification (12th pass). CAL will provide some basic training to the staff for feeding data. The contractor will be held responsible for any damage/loss to the equipment and suitable damages will be levied. Contractor will also be held liable for wrong feeding of data resulting in short collection / excess collection.
- 3.7 The data entry personnel posted at the terminal shall fully acquaint themselves of the system of working at all places in the terminal, They shall maintain proper record in the prescribed Proforma or registers as required by CAL.
- 3.8 The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments /modifications: -
 - I. The Payment of Wages Act, 1936.
 - II. The Factories Act, 1948.
 - III. The Workmen Compensation Act, 1923.
 - IV. The Employees Provident Fund Act, 1952.
 - V. The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
 - VI. The Payment of Bonus Act, 1965.
 - VII. The Payment of Gratuity Act, 1972.
 - VIII. The Equal Remuneration Act, 1976.
 - IX. The Employees State Insurance Act, 1948.
 - X. The Industrial Disputes Act, 1947.
 - XI. The Employment of Children Act, 1938.
 - XII. The Hours of Employment Regulations.
 - XIII. Regulation of Employment and Welfare Act, 1969.

- 3.9 The Contractor shall fully indemnify CAL against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in CALs facility.
- 3.10 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CAL 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 CAL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CAL 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 CAL under relevant sections of the concerned Acts. CAL 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 CAL to the contractor whether under the particular contract or otherwise, CAL 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 CAL security for all costs for which CAL might become liable in contesting such claim. The decision of CAL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- 3.11 The contractor shall pay not less than the minimum wages to the labourers/ workers engaged by him for the work, the minimum wage being the wage including the allowances notified at the time of inviting tenders or as notified from time to time by the competent authority for the work, and where not notified the wages paid for similar work in the neighborhood. The labour wages and allowances shall not be less than those prescribed by any provincial law etc. The contractor shall keep a proper record of such payment and submit a certificate every month to CAL of his having done so.
- 3.12 If CAL shall at any time consider the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of 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.
- 3.13 A notice showing the rates of wages to be paid to workers shall be published by the contractor and exhibited prominently near the place of work and should be made easily accessible to all workers.

3.14 EMPLOYEES PROVIDENT FUND & ESI.

- 3.14.1 It will be the responsibility of the respective contractors to obtain separate code (identification number) for deposit of PF and ESI dues, with the concerned authorities directly, prior to commencement of work.
- 3.14.2 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).
- 3.14.3 It shall be mandatory for the contractor to obtain ESI and PF registration, and 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 CAL)

4.0 LICENCE/PERMISSION/REGISTRATION

- 4.1 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 CAL 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. No claim for reimbursements, made against CAL by Contractor shall be entertained by CAL.
- 4.2 The Contractor is required to obtain necessary permissions including Airport Entry Permits (AEPs) for its staff deployed at CAL-SACT by liaising with the concerned authorities such as BCAS, MIAL, Airport Operator, CAL, etc. at its own cost.

5.0 SAFETY

- 5.1 It shall be the duty of the contractor to acquaint himself with all safety regulations including BCAS (Bureau of Civil Aviation Security) regulations. The contractor shall provide, at his cost, all workers and other employees with necessary safety gadgets for effective and efficient discharge of the work contemplated in the contract all the time during the period of contract.
- 5.2 The contractor shall indemnify CAL against any violation of safety laws, rules and regulations while carrying-out the work operations as required by the contract.
- 5.3 CAL will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CAL is to incur any liability, the same will be recovered from the contractor.

6.0 TERMINATION OF THE CONTRACT

6.1 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 CAL (who shall be the sole judge and whose decision shall be final), it shall also be open to CAL to terminate this contract by giving not less than 30 days' notice in writing to that effect and if the contractor, does not within 30 days after receipt of such notice, make good his default, CAL shall be entitled to terminate the contract as a whole or in part.

6.2 In the event of such termination of the contract, CAL 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 CAL is able to appoint a new Contractor; and
 - iii. Recover from the contractor any extra expenditure incurred by CAL (over and above the forfeited SD amount) in getting the work done and damages which CAL may sustain as a consequence of such action.
- 6.3 The certificate of the CAL Official, In-charge of the SACT-Terminal as to the sum payable to the contractor, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.

7. DEBARRING/BANNING OF BUSINESS DEALINGS

In the event of premature termination of contract in terms of provisions of clause 6 above, CAL shall also be entitled to Debar the contractor for participation in future tenders of CAL or Ban future business dealings with them for a period as deemed fit.

8. PAYMENTS

- 8.1. For doing the work indicated in Chapter-III "**Scope of Work**" the tenderer will be paid according to the finally accepted 'Schedule of Rates'. The payment will be made on monthly billing basis.
- 8.2 The payment as per the schedule of rate will be released on raising of bills by the contractor along with relevant PF & ESIC challans, proof of PF & ESIC registration/code no. , photocopies of attendance and payment registers and any other document as required by CAL.
- 8.3 The payment to the workers are to be made through cheque or direct transfer to their salary accounts. Proof of same should be provided along with monthly bill. If paid by cash, it has to be disbursed in front of CAL officer/staff.
- 8.4 The rate given in the Schedule of Rates will be binding on both the parties and no change in the rates will be permissible during currency of the contract (except

rate revision as mentioned in clause 22). It is expressly understood that the tenderer has considered every possible fluctuation in the rates of material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained. TDS shall be deducted from bills as applicable.

- 8.5 Subject to any deductions which CAL will be authorized to make under the terms of contract that maybe applicable while accepting the tender, the contractor shall be entitled for payment as under:
- 8.6 The contractor shall prepare and submit bills to Chief Executive Officer, CAL. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including taxes applicable, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however shall neither entitle the contractor to claim interest nor stop discharge of the contract. The work shall in no case be hampered on account of non-payment of bills.
- 8.7 Payment will be made on monthly basis. Payment shall be made through cheque/ RTGS (the contractor should submit the bank details for receiving the payment) in the name of Contractor. No request in the change of name will be considered.
- 8.8 CAL will have the right to recover any over payment which might have been made to the contractor by CAL through inadvertence, error, etc., or any cause, whatsoever from the 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 CAL will be at liberty to deduct the said amount from the future bills.
- 8.9 Taxes/GST as and wherever applicable will be paid to the contractor on submission of detailed workings. The contractor after payment of the Taxes/GST to the concerned authorities shall submit the Challan to the Terminal on a month to month basis.
- 8.10 The successful bidder shall obtain GST Registration immediately as and when made applicable by the Government. The bidder shall comply with all provisions of GST Act such as filing returns on time, timely updation on GSTN Network etc. The bidder shall produce the copy of GST Registration to CONCOR AIR LTD. Non-compliance of submission of copy of GST Registration which may result in non availment of GST credit, will make the bidder liable to damages as per provisions of clause 4 of Chapter-III for unsatisfactory performance.

9. TIME LIMIT FOR SUBMISSION OF BILLS

9.1 The contractor shall make a claim for the services rendered under this contract to CAL 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, CEO/CAL, on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

9.2 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 CAL. Nevertheless, CEO/CAL, on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

9.3 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 CEO/CAL, notwithstanding what has been laid down in Para 9.1 above. The decision of CEO/CAL shall be final and binding on the contractor.

10 DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

10.1 Deduction of income tax, or any other statutory levy at source will be made from the monies payable to the contractor on the bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

11 PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES.

11.1 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 CAL, 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.

11.2 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 nearby 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 CAL and accepted by the contractor.
- iv. The decision of the CEO/CAL with respect to the rates for extra/substituted items of work will be final and binding.

12 ILLEGAL GRATIFICATION

- 12.1 Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorised representative from the users of the SACT TERMINAL shall, in addition to any criminal liability that the contractor may incur, entitle CAL to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by CAL including levying of fines as per clause, i.e. Unsatisfactory Performance.
- 12.2 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorised representative or on their behalf in relation to the obtaining or the executing of this or any other contract with CAL shall, in addition to any criminal liability that the contractor may incur, entitle CAL to rescind this contract and all other contracts with him.
- 12.3 The contractor shall not lend to or borrow from or have or enter into any monetary dealing or transaction either directly or indirectly with any employee(s) of CAL and, if he shall do so, CAL shall be entitled forthwith to rescind the contract and all other contracts with CAL, apart from damages under Unsatisfactory Performance.
- 12.4 CAL shall also be entitled to hold the contractor liable to pay to CAL any loss/damage resulting from such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and CAL.
- 12.5 Any question or dispute as to the commission of any offences or compensation payable to CAL under these clauses shall be settled by the CEO/CAL in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

13 PROHIBITION AGAINST TAKING WORK FROM CONCORAIR LTD/ GOVERNMENT SERVANTS

- 13.1 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/CAL 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.'
- 13.2 Should a Tenderer or Contractor have a relative employed in Managerial capacity in CONCOR/CAL 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/CAL 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 8 of the General Conditions of Contract.

Proforma to be filled in and signed by the Tenderer and submitted alongwith the tender is given at Annexure "VI".

14 ARBITRATION

- 14.1 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 Contractor, 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; the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitrator to be appointed as per detailed guidelines contained in the Arbitration and Conciliation (Amendment) Act, 2015.
- 14.2 If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the same will be dealt as per detailed guidelines contained in the Arbitration and Conciliation (Amendment) Act, 2015.

- 14.3 Subject as aforesaid, the provisions of the Arbitration and Conciliation (Amendment) Act, 2015, 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.
- 14.4 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 from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 14.5 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.
- 14.6 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.
- 14.7 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 14.8 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 14.9 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 14.10 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 14.11 In case of any disputes or differences between the parties hereto, the Court at Bombay / Mumbai shall alone have jurisdiction to entertain the suit/arbitration award.

15. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, CAL, shall be issued or taken on his behalf by the official, in charge of the SACT. The contractor shall furnish to CAL the name(s), designation(s) and address(s) of his authorised representative and all complaints, notices communication and references shall be deemed to have been duly served to the contractor if delivered to him or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

16. RELATIONSHIP WITH THIRD PARTIES

All transactions between the contractor(s) and third parties, who are in no way connected with Data Entry, Documentation and Allied works, shall be carried out as between two principals without reference in any event to CAL. The contractor(s) shall also undertake to make the third parties fully aware of the aforesaid position.

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

If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CAL will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

18. DEATH OF CONTRACTOR

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

19. VERBAL OR WRITTEN UNDETAKEING NOT BINDING UNLESS FORMALISED

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

20. RESPONSIBILITY FOR LOSS OR DAMAGE TO CAL/SACT PROPERTY.

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

21. EXIT CLAUSE

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

22. **RATE REVISION CLAUSE**

- 22.1 The contracted rates shall remain operative throughout the contract period except for variation in minimum wages notified by Government. The staff is to be taken under the skilled/clerical/ workers category. CAL will increase the contracted rates on contractor's request subject to submission of revised minimum wages, DA from the appropriate authorities. However in case of decrease in minimum wages, DA, CAL will be free to revise (decrease) the rates on its own as per the guidelines.
- 22.2 First rate revision would be done only after (6) six months of commencement of 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. For instance, if a contract commences for a period of four (4) years on, say, 16th April 2009, there will be seven rate revisions due during (4) four years period. 1st rate revision would be due w.e.f. 1st Nov, 2009, 2nd w.e.f. 1st May 2010 and 3rd w.e.f. 1st Nov, 2010, and so on.

The rate revision would be regulated by the following formula:

For 1st rate revision

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

where

P1 = Minimum wages on 1st of the month following completion of initial five months of contract (as applicable in city of contract); and

PB = Minimum wages on the last date of submission of tender (in the city of contract).

For subsequent six monthly rate revisions

$$\% \text{ increase in contract rates} = (PN - PN-1) / PN-1 \times 100$$

where

PN = Minimum wages on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and

PN-1 = Minimum wages on 1st day of the previous month of (n-1) th escalation (as applicable in the city of contract).

- 22.3 The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case CAL management decides to extend the original contract period, CAL may negotiate the rates with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at the same rates for another 4 (four) months, beyond the initial contract period, to enable CAL to finalise alternative arrangements.

- 22.4 In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16 April 2013 and the reference base rate of Minimum wages (PB) for further extended period shall be 16.4.2013 and relevant contract rates shall be negotiated rates arrived at for extended period.

Illustration:

Suppose the Minimum wages on the date of submission of the tender mentioned above was ` 4382 per month and it is ` 4401 per month on 1st October, 2009. According to the formula, %age increase in contract rates will be as under:

For 1st rate revision (w.e.f. 1.11.2009)

$$= (P1 - PB) / PB \times 100$$

$$(4401 - 4382) / 4382 \times 100$$

= 0.43% i.e. an increase of 0.43% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

For second six monthly rate revisions w.e.f. 1st May, 2010, let the Minimum wages rates as on 01.4.2010 be ` 6448 per month. Then, in this case:

$$= (PN - PN-1) / PN-1 \times 100$$

$$= (P2 - P1) / P1 \times 100$$

$$= (6448 - 4401) / 4401 \times 100$$

= 46.51% i.e. an increase of 46.51% over the rate accepted during the previous revision.

23. SUBLETTING NOT ALLOWED

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

24. GENERAL

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

25. INTEGRITY PACT :

The successful tenderer's shall require to sign the integrity pact with CAL as per enclosed performa (Annexure –VII)

**Chief Executive Officer
CONCOR AIR LTD**

ANNEXURE - I

LETTER FOR SUBMISSION OF TENDER

From

To

The CHIEF EXECUTIVE OFFICER,
CONCOR Air Ltd., Santacruz Air Cargo Terminal,
Near Milan Subway, Off Western Express Highway,
CTS NO.2085, Vile Parle (E), CSMIA, Mumbai -400099.

Dear Sir,

Sub: E-TENDER (SINGLE PACKET SYSTEM) FOR PROVIDING SERVICES OF DATA ENTRY, DOCUMENTATION AND ALLIED WORK AT CONCOR AIR LTD., SANTACRUZ AIR CARGO TERMINAL, MUMBAI -99

Ref: Open Tender Notice No.

In response to your E-Tender Notice no.....dated..... inviting offers for Contract of **providing services of Data Entry, Documentation and Allied Works at CONCOR AIR LTD., Santacruz Air Cargo Terminal, Mumbai - 99.** I/We..... a 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 out 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 I/we return herewith one copy thereof duly signed on each page 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 annexed to this tender all document contained in a cover superscribed with Tender No. _____ and all the documents listed under chapter 1 including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling CONCOR AIR LTD to avoid any resultant contract.

I/We confirm having deposited earnest money of Rs. _____
(Strike off whichever is not applicable.)

a) By demand draft/ No. _____ Dated: _____ drawn on CONCOR AIR Ltd.,
Bank _____ Branch _____ attached hereto.

SIGNATURE (S) OF THE TENDERER WITH STAMP

Name & Designation of authorized person (s)

ANNEXURE II

AGREEMENT FOR ACTING AS CONTRACTOR FOR PROVIDING SERVICES OF DATA ENTRY, DOCUMENTATION AND ALLIED WORKS AT CONCOR AIR LTS, SANTACRUZ AIR CARGO TERMINAL, MUMBAI-99.

Contract Agreement No: Dt :

An agreement made this day

of , Two thousand and Twenty between Concor Air Ltd with Registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi (A Govt. of India Undertaking) represented herein by the Chief Executive Officer, Concor Air Ltd, (hereinafter called Concor Air Ltd) of the one part AND M/s

_____ hereinafter called the "Contractor" which expression shall be deemed to include his/their respective heirs, executors, administration, legal representatives, successors and assignees) of the OTHER PART for the purpose of performing the work of Providing Services of Data Entry, Documentation and Allied Works at CONCOR Air Ltd, Santacruz Air Cargo Terminal, Mumbai-99 at the rates and under the conditions specified in the schedule annexed.

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

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

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

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

CONTRACTOR

CHIEF EXECUTIVE OFFICER

Concor Air Limited

WITNESS
(NAME, SIGNATURE
& ADDRESS)

WITNESS
(NAME, SIGNATURE
& ADDRESS)

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

ANNEXURE III

BANK GUARANTEE BOND

1. In consideration of CONCOR AIR LTD. (hereinafter referred to as CAL) with registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi acting through Chief Executive Officer /CAL having agreed to permit M/s..... (Hereinafter called the said Contractor) for Providing Services of Data Entry, Documentation and Allied Works at Concor Air Ltd, Santacruz Air Cargo Terminal, Mumbai-99, on the terms and conditions of the agreement dated made between..... and..... on production of a Bank Guarantee for ` (Rs.....only), we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Concor Air Ltd an amount not exceeding Rs..... against any loss or damages caused to or suffered or would be caused to or suffered by the Concor Air Ltd. by reason of any failure of the Services of Data Entry, Documentation and Allied Works safely in contravention of the terms and conditions contained in the said agreement.
2. We....., Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Chief Executive Officer, Concor Air LTD., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Concor Air Ltd. by reason of any failure of the said Contractor to perform the said operations safely without causing losses to CAL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs.....
3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Concor Air Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 6 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.
- (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Concor Air Ltd. or until the date of the expiry of the contract plus six months (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Concor Air Ltd. within 6 months from the date aforesaid.

- (b) Provided that we..... bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Concor Air Ltd. If the guarantee is not renewed or the period not extended on demand, we..... Bank shall pay the Concor Air Ltd. the full amount of the guarantee on demand and without demur.
4. We..... Bank, further agree with the Concor Air Ltd that the Concor Air Ltd shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Concor Air Ltd. against the said Contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Services of Data Entry, Documentation and Allied Works or for any bearance, Act or commission on the part of the Concor Air Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Concor Air Ltd. in writing.

Date:

Officer's signature with Bank seal

ANNEXURE IV
SCHEDULE OF RATES

Contract for Providing Services of Data Entry, Documentation and Allied Works at CONCOR AIR LTD, Santacruz Air Cargo Terminal, Mumbai.

S. No.	Particulars	Rate per Month (Lump Sum) in Rupees	
		Figures	Words
1	Data Entry, Documentation and Allied Works		

Note:

1. In case of discrepancy in rates quoted in words and figures, the rate quoted in words shall be treated as correct.
2. The rates quoted above must be lump sum rates, no additional payment, except Taxes as applicable, shall be payable.
3. Conditional offers will be rejected.

I hereby accept all the terms and conditions of the contract and I will comply with the Labour & Minimum Wages Acts.

Name of the tenderer with Address

Signature of tenderer
Duly sealed/stamped

ANNEXURE – V

UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWNLOADING TENDER DOCUMENT FROM WEBSITE ON THE LETTER HEAD OF THE BIDDER.

The CHIEF EXECUTIVE OFFICER,
CONCOR Air Ltd., Santacruz Air Cargo Terminal,
Near Milan Subway, Off Western Express Highway,
CTS NO.2085, Vile Parle (E),CSMIA, Mumbai -400099.

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

Signature and Seal of the authorized signatory.

ANNEXURE VI

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/CAL/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 falling 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 relatives employed in managerial capacity in the CONCOR/CAL, particulars of such relative in the CONCOR/CAL may be furnished here under

- (1) NAME
- (2) DESIGNATION
- (3) NAME OF PSU/STATE/CENTRAL GOVT. ORGANISATION

PLACE:
DATED:

SIGNATURE OF TENDERER
STAMP OF COMPANY

ANNEXURE-VII- INTEGRITY PACT

Concor Air Ltd (CAL) herewith referred to as "The Principal:
..... hereinafter referred to as "The
Bidder/Contractor".

Preamble

The Principal intends to award, under laid down organizational
procedures, contract/s for
..... The
Principal values full compliance with all relevant laws of the land, rules,
regulations, economic use of resources and of fairness / transparency
in its relations with its Bidder(s) and / or contractor(s).

In order to achieve these goals, the Principal will appoint an
Independent External Monitor (IEM), who will monitor the tender
process and the execution of the contract for compliance with the
principles mentioned above.

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent
corruption and to observe the following principles.

No employee of the Principal, personally or through family members,
will in connection with the tender for, or the execution of a contract,
demand, take a promise for or accept, for self or third person, any
material or immaterial benefit which the person is not legally entitled
to.

The Principal will, during the tender process treat all Bidder(s) with
equity and reason. The Principal will in particular, before and during
the tender process, provide to all Bidder(s) the same information and
will not provide to any Bidder(s) confidential / additional information
through which the Bidder(s) could obtain an advantage in relation to
the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced
persons.

If the Principal obtains information on the conduct of any of its
employees which is a criminal offence under the IPC/PC Act, or if there

be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / contractor(s)

The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contractor to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Supplier" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Supplier" is annexed and marked as Annexure-10.

The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

II Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning or business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex.-B".

III. Section 4 – Compensation for Damages

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

IV Section-5- Previous transgression

(1) The bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractor

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity pact, and so submit it to the Principal before contract signing.

The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontracts.

The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7–Criminal charges against violating Bidder(s) / Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontract which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, Concor Air Ltd.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upto his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The monitor will submit a written report to the Chairman, Concor Air LTD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent Directors on the CONCOR AIR LTD Board.

If the Monitor has reported to the Chairman, CONCOR AIR LTD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, CONCOR AIR LTD has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word "Monitor" would include both singular and plural.

Following are the present Independent External Monitors of CONCOR

- (i) Shri. Vijay Raghav Pant, IPS (Retd.)
- (ii) Sh. G.N.Asthana, GM, S.C.Railway (Retd.)

Section 9 – Pact Duration

This Pact begins when both parties have legally signed. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman , CONCOR AIR LTD.

Section 10 – Other provisions

This agreement is subject to Indian law. Place of performance and jurisdiction is to the Registered Office of the Principal, i.e. New Delhi.

Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all Partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

Office Seal

Office Seal

Place _____

Date _____

Witness 1:

Name & Address _____

Witness 2:

Name & Address _____