

**CONTAINER CORPORATION OF INDIA LTD.**

**(A Govt. of India Undertaking)**



**TENDER NO: CON/AREA II/ADMN/ESTATE MAINTENANCE/TURBHE/01/2022**

**OPEN TENDER**

**FOR**

**ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT TURBHE.**

**CONTAINER CORPORATION OF INDIA LTD.(CONCOR)**  
**(A GOVT. OF INDIA UNDERTAKING)**

**Area-II Office:**  
**CONCOR Annexe, NSIC MDBP Building,**  
**3<sup>rd</sup> Floor, Okhla Indl. Estate,**  
**New Delhi – 110020.**

## TENDER NOTICE

1. Online open tenders in Single packet system is invited for the below mentioned works from established, experienced and reliable firms/contractors/ /Consortium firms registered or have worked or working with Railway/CPWD/MES/PWD/Other Government organizations, listed companies, and any reputed/experienced companies only through e-tendering mode.
2. The Tender document can only be downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)) and the intending bidders should pay the tender documents sale price of Rs.1120/- (1000/- + 12% 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 & EMD, shall be received online as per date and time mentioned below and tender shall be opened in presence of bidders or their authorized representatives.

Tender No.	<b>CON/AREA II/ADMN/ESTATE MAINTENANCE/TURBHE/01/2022</b>
Name of Work	<b>ESTATE MAINTENANCE &amp; HOUSEKEEPING SERVICES AT DCT TURBHE</b>
Estimated Cost	Rs 34,02,185 (Including GST)
Contract period	(3) Three Years
Earnest Money Deposit	Rs. 22,700/- (through e-payment).
Cost of Tender Document (Non-refundable)	Rs.1120/- (Rs.1,000/- + GST @ 12 %) through e-payment).
Sale date of Tender form (online)	<b>29.12.2022 (11:00hrs) to 12.01.2023 (upto 17:00 hrs)</b>
Last Date & Time for submission of Tender.	<b>13.01.2023 upto 17:00 hrs</b>
Date & Time for Opening of Tender.	<b>14.01.2023 at 11:30 hrs.</b>
Financial eligibility Criteria	The Tenderer should have achieved a Minimum gross turnover of <b>Rs.7,56,042/- (Rupees Seven Lacs Fifty Six Thousand Forty Two Only)</b> per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of the previous four Financial years i.e.2018-19, 2019-20, 2020-21 and 2021-22 in the same name /firm composition in which he is applying for this tender. The information shall be supported by the copy of Chartered Accountant's certificate.
Experience	The Tenderer should have experience of minimum single work of similar nature amounting to <b>Rs.22,68,123/- (Rupees Twenty Two Lacs Sixty Eight Thousand One Hundred Twenty Three only)</b> or aggregate contract value of atleast <b>Rs.34,05,185/- (Rupees Thirty Four Lacs Five Thousand One Hundred Eighty Five Only)</b> during the last three financial years i.e. 2019-20, 2020-21 and 2021-22.

4. This Notice Inviting E-Tender is also available at CONCOR website: [www.concorindia.com](http://www.concorindia.com).
5. Any downloading from the website is at the sole risk & responsibility of the user after paying the tender sale price and processing fee.
6. EMD & Tender document cost should be paid in favor of Container Corporation of India Limited through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL), along with E-Tender document.
7. To participate in the E-Tender, it is mandatory for the bidder to have user ID & password, which has to be obtained by submitting an annual registration charges of Rs.1500/-(Plus applicable GST) to M/s ITI Ltd , through e-payment.
8. The e-payment of tender document cost, Earnest Money Deposit (EMD) and tender processing fee shall be paid through payment Gateway of CONCOR in E-Tendering Portal at [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)).
9. Corrigendum/Addendum to this Tender, if any, will be published on website [www.concorindia.com](http://www.concorindia.com), [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.
10. Joint Venture firms cannot apply, as estimated advertised tender value is below Rs. 10 Crore.
11. GST will be paid extra if applicable. Any other tax, levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect.
12. If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then the successful bidder will be selected on the basis of lottery in presence of concerned bidders. The Tender Evaluation Committee will conduct the lottery.
13. For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL), please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. +919833124046, +918879375522, +08800991863/+9599653865, 7738875559/7276698860
14. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.

**Area Head**  
**Area II**

**Note:**

1. Tender Document/s 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.

**Container Corporation of India Ltd.**  
**(A Govt. of India Undertaking)**  
Visit us at [www.concorindia.co.in](http://www.concorindia.co.in)

**CONTAINER CORPORATION OF INDIA LTD,**

**NOTICE INVITING E- TENDER**

CONCOR invites E-Tender in single packet system, for the following work:-

Tender No.	<b>CON/AREA II/ADMN/ESTATE MAINTENANCE/TURBHE/01/2022</b>
Name of Work	<b>ESTATE MAINTENANCE &amp; HOUSEKEEPING SERVICES AT DCT TURBHE</b>
Estimated Cost	Rs 34,02,185 (Including GST)
Contract period	3 (Three Years)
Earnest Money Deposit	Rs. 22,700/- (through e-payment).
Cost of Tender Document (Non-refundable)	Rs.1120/- ( Rs.1,000/- plus GST @ 12%) through e- payment).
Sale of Tender form (online)	<b>29.12.2022 (11:00hrs) to 12.01.2023 (upto 17:00 hrs)</b>
Last Date & Time for submission of Tender.	<b>13.01.2023 upto 17:00 hrs</b>
Date & Time for Opening of Tender.	<b>14.01.2023 at 11:30 hrs.</b>

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](http://www.concorindia.com), but the complete tender document can be downloaded from website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) only. Further, Corrigendum / Addendum to this Tender, if any, will be published on website [www.concorindia.com](http://www.concorindia.com), [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.

**Area Head  
Area II**

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

**Check list to be filled by Bidder before Submission of Bid**

<b>Documents to be submitted by the tenderer alongwith their bid</b>	<b>Check &amp; confirm of having attached these documents alongwith Bid (Yes/No)</b>
Cost of the Tender document in the prescribed format & submit its RTGS/NEFT Challans copy	
Earnest Money Deposit (EMD) in the prescribed format & submit its RTGS/ NEFT Challans copy.	
Balance Sheets with profit & loss accounts for the last three years and Chartered Account's Certificates	
Valid Contractor Registration Certificates or Proof of having worked/ working with Railways/CPWD/MES/PWD/other Govt. Organization/PSU & their Subsidiary and other organization.	
Experience Certificate for executing works of similar nature as per tender eligibility requirements, issued by with State Govt. or Central Govt., Public Sector Undertakings , listed companies and other organizations. The agency needs to furnish bills/payment disbursement details/TDS etc in support of the work experience of the single work experience.	
Affidavit for sole Proprietorship / Partnership deed of Private or Limited Company, Cooperative Society, PSU, etc, (Firm details)	
Certificate of Registration with company of Registrars.	
Memorandum & Articles of Association, if required.	
MSME certificate (if applicable)	
Power of Attorney in original	
Letter of submission of tender on the letter head along with complete tender document, duly signed	
Affidavit as per <b>Annexure B &amp; Annexure D</b> of the tender document , to be submitted along with Tender	
Copy of latest IT returns filed by the firm, PF/ESIC Registration Certificate	
Permanent Account Number (PAN) Card	
GST Registration certificate	
Bank Details (Account No., Bank Name, MICR No, RTGS No. cancelled cheque)	
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 the satisfactory performance report from the same terminal.	

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**SECTION – I**  
**(TENDER LETTER)**

Signature of Tenderer



**Tender Letter**

To

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Dear Sir,

**Name of Work: ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT TURBHE**

1.0 Enclosed please find herewith a complete set of tender document (Techno-Commercial Bid) for work mentioned above.

Your offer in e-tender mode is invited in single packet as per time, date and other instructions indicated below. You are requested to peruse the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly digitally signed along with requisite credentials, through e-tendering mode on the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). No other mode is acceptable.

2.0 The tender should accompany the following documents:

- i) Attested/self attested copies of Affidavit for sole proprietorship/partnership deed/ memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- ii) Attested/self attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer
- iii) Earnest money of Rs. 22,700/- (**Rupees Twenty two thousand seven hundred only**) in proper form as mentioned in tender document.
- iv) Copy of latest IT returns filed by the firm & PF, ESI registration and PAN Card (Photocopy).
- v) Document in support of financial eligibility: The Tenderer should have achieved a Minimum gross turnover of **Rs.7,56,042/- (Rupees Seven Lacs Fifty Six Thousand Forty Two Only)** per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of the previous four Financial years i.e.2018-19, 2019-20, 2020-21 and 2021-22 in the same name /firm composition in which he is applying for this tender. The information shall be supported by the copy of Chartered Accountant's certificate.
- vi) Experience : The Tenderer should have experience of minimum single work of similar nature amounting to **Rs.22,68,123/- (Rupees Twenty Two Lacs Sixty Eight Thousand One Hundred Twenty Three only)** or aggregate contract value of atleast **Rs.34,05,185/- (Rupees Thirty Four Lacs Five Thousand One Hundred Eighty Five Only)** during the last three financial years i.e. 2019-20, 2020-21 and 2021-22.
- vii) General and special terms and conditions of contract duly read and signed on all pages.
- viii) MSME certificate (if applicable)
- ix) GST registration copy

- x) Instructions to tenderers read and signed on all pages.
- xi) Letter of submission of tender on letter head.
- xii) Analysis of rates for Non-Schedule Items, if any.
- xiii) Affidavit as per Annexure 'B' & Annexure 'D'
- xiv) For judging the technical eligibility and financial capability those works which had been executed for the Govt. or Semi Governmental Organisation, State Govt., PSU & their subsidiary and listed companies and any reputed/experienced companies shall be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal.
- xv) The work experience certificate of works executed on **back-to-back basis / subletted** works shall not be considered.
- xvi) 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 the satisfactory performance report from the same terminal.
- xvii) The bidder, who have changed the name of firm/merged/acquired/purchased any firm whose credential papers are being used/submitted for qualification of tender, should submit the following documents in this regard :-
  - (a) The copy of Certificate of Incorporation of firm or Registration certificate of firm.
  - (b) Copy of Memorandum and Articles of Association of firm.
  - (c) Copy of Board Resolution regarding change of name of firm/take over/merger of the firm.
  - (d) Copy of sale deed/Memorandum of Understanding for Purchase/sale/merger of firm along with assets and liabilities.
  - (e) The copy of GST Registration.
  - (f) Copy of PF Registration and PAN Card.
  - (g) Affidavit regarding change of name of firm along with all assets and liabilities.
  - (h) Affidavit regarding closure of business of old firm/merged firm.
  - (i) Copy of Certificate of CA/Company Secretary regarding Sale/Merger/Change of name of firm.

**In absence of the complete documentary evidence such offer shall be summarily rejected.**

- xviii) The bidder is required to submit their registered email id, Phone no. Fax no. , on their letter head. And if the contract is awarded to them, they will be required to submit the contact phone no. of supervisor/in charge responsible for the site

### **3.0 General**

- 3.1 All correspondence in connection with Tenders shall be addressed to Area Head/Area II, Container Corporation of India Ltd., Western Region **Area-II Office: CONCOR Annexe, NSIC MDBP Building, 3<sup>rd</sup> Floor, Okhla Indl. Estate, New Delhi – 110020.**

- 3.2 The Tender No. **CON/AREA II/ADMN/ESTATE MAINTENANCE/TURBHE/01/2022** given above and subject must appear on all correspondence and documents.
- 3.3 The tender shall be on sale (on line) from 29.12.2022 (11:00hrs) to 12.01.2023 (upto 17:00 hrs)
- 3.4 Complete tender documents must be submitted on or before **17:00 hrs. of 13.01.2023 through e-tendering mode only at website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).**
- 3.5 Tender will be opened at **11:30 hours** on **14.01.2023** in presence of tenderers or their authorised representatives who are desirous of being present at the opening.
- 3.6 In case **14.01.2023** is declared a public holiday the tenders will be opened at the same time on the next working day.
- 3.7 The sequence of Tender opening shall be as:-
- (i) Earnest Money Deposit (EMD).
  - (ii) Technical Part & Financial Part.
- 3.8 **Period of contract** :-The contract shall be awarded for the period of **03 (Three) years** from the date of commencement of contract. However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond the above-mentioned contract period for at least 04 (four) months or till the new contract is finalized, whichever is earlier.
- 4.0 Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and submit their tender duly sealed.
- 5.0 No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected.
- 6.0 Container Corporation of India Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
- 7.0 Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in NIT.
- 8.0 The tenderer is advised in his own interest to visit the site of work and acquaint him with all local conditions. Work will involve Estate Maintenance and cleaning services for office/commercial complex/ Yard etc) at **Container Corporation of India Ltd , DCT / Turbhe , Central railway Goods Shed, Commercial Office , 1<sup>st</sup> Floor, Near CWC , Sector – 20 , Turbhe , Navi Mumbai , 400705 , Tel – 022- 27844845 , 27844843.**
- 9.0 Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in “**Annexure – A**”.

IT IS BROUGHT TO THE NOTICE OF TENDERERS THAT THEIR TENDER WILL NOT BE CONSIDERED, IF THEY FAIL TO FULFILL THE MINIMUM ELIGIBILITY AS INDICATED IN NIT

Yours Faithfully,  
**For Container Corporation of India Ltd.**

Annexure-A

**Name of Work: TENDER FOR ESTATE MAINTENANCE & CLEANING SERVICES AT DCT TURBHE.**

**MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS**

- i. EMD of Rs. 22,700/- (**Rupees Twenty two thousand seven hundred only**) in favour of "Container Corporation of India Ltd" The EMD to be paid through e-payment and receipt of the same should be scanned and uploaded in the e-tendering website: [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).
- ii. The Tenderer should have achieved a Minimum gross turnover of **Rs.7,56,042/- (Rupees Seven Lacs Fifty Six Thousand Forty Two Only)** per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of the previous four Financial years i.e.2018-19, 2019-20, 2020-21 and 2021-22 in the same name /firm composition in which he is applying for this tender. The information shall be supported by the copy of Chartered Accountant's certificate.
- iii. **Experience** : The Tenderer should have experience of minimum single work of similar nature amounting to **Rs.22,68,123/- (Rupees Twenty Two Lacs Sixty Eight Thousand One Hundred Twenty Three only)** or aggregate contract value of atleast **Rs.34,05,185/- (Rupees Thirty Four Lacs Five Thousand One Hundred Eighty Five Only)** during the last three financial years i.e. 2019-20, 2020-21 and 2021-22.
- iv. 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 the satisfactory performance report from the same terminal.

**NOTE:** Tenderers will please note that those tenderers, who do not fulfill the above requirements, their tenders will be rejected.

**AFFIDAVIT**

**(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)**

**(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)**

I \_\_\_\_\_ (Name and designation) \_\_\_\_\_ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ of CONCOR, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CONCOR tender portal [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage( i.e. evaluation of tenders & execution of work) The decision of CONCOR with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.  
I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We \_\_\_\_\_ [insert name of the tenderer] \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.

**DEPONENT**

**SEAL AND SIGNATURE OF THE TENDERER**

**VERIFICATION**

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT**

**SEAL AND SIGNATURE  
OF THE TENDERER**

**Place:-  
Dated:-**

**Annexure-C**

**FORM OF DECLARATION TO BE GIVEN BY THE TENDERER  
BEFORE TENDER NEGOTIATION**

I/We..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. .... opened on ..... my original tender shall remain open for acceptance on its original terms and conditions.

I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

**Signature of Tenderer's  
with stamp**

**AFFIDAVIT**

(To be submitted by bidder on non-judicial stamp paper of minimum value of Rs.100/- alongwith their Tender)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I/We shall be debarred for bidding in CONCOR in future forever. Also, if such a violation comes to the notice of department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of earnest money deposit / performance guarantee. (scanned copy of this affidavit to be uploaded at the time of submission of bid).

Signature of Tenderer

Stamp

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**SECTION – II**  
**(INSTRUCTIONS TO TENDERERS)**

Signature of Tenderer



**INSTRUCTIONS TO TENDERER**

- 1.0 CONCOR invites sealed Open Tender For **ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT TURBHE** in single bid system through e-tender.
- 1.1 E- Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the bidder.
- 1.2 Tender documents consisting of Instruction to Tenderers, scope of work, condition of contract, schedule of quantities of work etc, can be downloaded from the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) from 29.12.2022 (11:00hrs) to 12.01.2023 (upto 17:00 hrs) on payment of **Rs. 1120/- (Rs.1,000/- plus GST @ 12%)** through e-payment.
- 1.3 Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the techno- commercial offer form.
- 2 Earnest Money amounting to Rs. 22,700/- (**Rupees Twenty two thousand seven hundred only**) to be paid through e-payment and receipt of the same should be scanned and uploaded in the e-tendering website: [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). Without the prescribed earnest money, the tender shall be summarily rejected. Tender is to be submitted through e-mode only at website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) alongwith scanned copies of credential papers.  
  
**Note:- (i) The e-payment of tender document cost, Earnest Money Deposit (EMD) and tender Processing fee shall be through payment Gateway of CONCOR in e-tendering Portal at [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).  
(ii) The tender processing fee should be deposited by bidder at the time of tender purchase through e- payment.**
- 1.5 Earnest money of the unqualified bidders shall be released after finalization of Tender. The bidder is advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction if found necessary.
- 1.6(a) Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances be entertained. Tenders submitted with earnest money in forms of cheque, Government Securities or in any form other than those specified above shall not be considered.
- 1.6 b) No interest shall be allowed on the Earnest Money.
- 1.7 The successful tenderer/s shall be required to execute an agreement with CONCOR for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement will be borne by contractor.
- 1.8 Any tender not accompanied by Earnest Money Deposit for the period of validity of offer will be summarily rejected and valid upto the stipulated period.
- 1.9 For the successful tenderer, earnest money will be retained as part of the security deposit in terms of **Clause 16 of the General Conditions of Contract**. The earnest money of other tenderers shall, save as herein before provided, be returned to them,

but Container Corporation of India Ltd. shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay any interest thereon.

- 1.10 The successful tenderer/s shall be required to execute an agreement with CONCOR for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement will be borne by contractor.

## **2.0 Other documents to be submitted by bidders**

- 2.1 Copy of Documents showing Proof of Employment i.e. the tenderer shall have PF & ESI registration nos.  
2.2 Compulsory PAN No.  
2.3 GST registration number and copy of GST registration certificate.  
2.4 Contractors may note that fulfilling the qualifying criteria will not tantamount to award of contract or any obligation on part of CONCOR to award the contract to the bidder.

## **3.0 CORRECTION OF ERRORS :**

The bid documents shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence in the order given below. Tender document will be checked and corrected by CONCOR for any arithmetical errors in computation and submission as follows:

- (a) Bill of Quantities (BOQ)
- (b) General and Special terms and Conditions of contract
- (c) Scope of works, terms & conditions Governing the contract
- (d) Instructions to tenderers

## **4.0 ACCEPTANCE OF TENDER:**

- 4.1 The authority for acceptance of tendered rates will rest with the Area Head/Area II , Office : **CONCOR Annexe, NSIC MDBP Building, 3<sup>rd</sup> Floor, Okhla Indl. Estate-New Delhi – 110020**, who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for his decision in this matter.
- 4.2 Acceptance of tendered rates will be communicated by Fax/Email/Express letter or formal acceptance of the tender. In case where acceptance is indicated by Fax, email or Express letter; the formal acceptance of the tender will be forwarded to the tenderer as soon as possible, but the Fax , email or Express letter should be deemed to conclude the contract.

**Area-II Office:  
CONCOR Annexe, NSIC MDBP Building,  
3<sup>rd</sup> Floor, Okhla Indl. Estate,  
New Delhi – 110020.**

- 4.3 The tender documents shall become the property of CONCOR with CONCOR having no obligation to return them.
- 4.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

- 4.5 On acceptance of the tender, the name of accredited representative of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR.
- 4.6 The tenderer's offer shall be valid for **120 days** from the date of submission of the offer and the tenderer shall extend the offer as desired by CONCOR in case the tender is not finalized within validity period
- 4.7 (a) The tenderer, whose tender is accepted, shall be required to appear at the office of CONCOR in person, or through a duly authorized representative, to execute the contract documents/agreement within **60 days** after date of issue of LOA. Failure to do so shall constitute a breach of agreement effected by the acceptance of the tender, in which case, the earnest money & other dues shall be forfeited by the Container Corporation of India Ltd., as Liquidated Damage, as per Clause 16(4) of GCC.
- (b) The date of start of work will start from the date mentioned in **LOA**.
- (c) The successful bidder shall have to submit a performance guarantee (PG) within 30 (thirty) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e, from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work.
- 4.8 The tenderer shall treat the contents of the tender documents as private and confidential.
- 4.9 Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.
- 4.10 CONCOR reserves the right to reject any or all tender forms without assigning any reason.
- 4.11 Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/explain/ stipulate any thing, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
- 4.12 If at all the tenderers are having any doubt and wanted to quote any special conditions, the same should be brought out by clearly indicating the financial implications of their conditions.
- 4.13 Tenderers are advised to quote their rates considering all the above facts.
- 4.14 To assist the examination, evaluation and comparison of bids, CONCOR may at it's discretion, ask the bidder for clarification of it's bids including reduction in price.
- 4.15 Work shall be carried out as per the instructions of authorized representative of CONCOR.

**For and on behalf of  
Container Corporation of India Ltd.**

**Area Head /Area II**

## DECLARATION-I

### INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA

- 1. Bidders from the Country which shares Land Border with India:**
- 1.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).
- 1.2 “Bidder” (including the term ‘tenderer’, ‘consultant’ or service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 1.3 “Bidder from a country which shares a land border with India” for the purpose of this Order Means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above.
- 1.4 The beneficial owner for the purpose above will be as under:
  - a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-

Explanation –

    - (i) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
    - (ii) “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.
  - b) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 1.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 1.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

**2) The bidder should submit the following certificate on their Letter Head**

“We have read the clauses under **“INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA”** of Chapter-I of the Tender Document, regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder M/s\_\_\_\_\_ (Name of bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s\_\_\_\_\_ (name of bidder) fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

“We have read the clauses under **“INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA”** of Chapter-I regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that bidder M/s\_\_\_\_\_ (name of bidder) is not from such country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

**Note:** In respect of tenders, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

**LETTER OF SUBMISSION OF TENDER**

From:

\_\_\_\_\_  
\_\_\_\_\_

To:

.....  
M/s Container Corporation of India Ltd.,

**Name of Work: ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT  
TURBHE .**

Dear Sirs,

Having examined the Tender Documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, relative to the work tendered for in connection with Estate Maintenance & Housekeeping services and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay penalty to the CONCOR as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents and commence the work as per tender document and LOA after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to Rs. 22,700/- **(Rupees Twenty two thousand seven hundred only)** only lodged with the CONTAINER CORPORATION OF INDIA LTD.

I/We also undertake to carry out the work in accordance with the said plan specifications and tender documents as stated in the above para and to bind and provide such of the materials (other than those to be supplied by the CONCOR, and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to complete the whole of the said works in all respects, and hand them over to you or your representative

within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contracts.

I/We have annexed to this tender all document contained in a cover superscribed with Tender No. **CON/AREA II/ADMN/ESTATE MAINTENANCE/TURBHE/01/2022** and all the documents listed under para 2 of Section - 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 to avoid any resultant contract.

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

**SIGNATURE (S) OF THE TENDERER WITH STAMP**

**Name & Designation of authorized person (s)  
Signing the tender on behalf of the tenderer (s)  
(Power of attorney to be also enclosed)**

**AGREEMENT FOR WORKS****Agreement No.** \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ between CONTAINER CORPORATION OF INDIA LIMITED, (CONCOR) Govt. of India Undertaking and a Company registered under Indian Companies Act, 1956 having its registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi 110076 (which expression shall mean and include its successor or successors in office and assigns) representing through Area Head/Area II, CONCOR Ltd., hereinafter called "The Company" on the one part and M/s. \_\_\_\_\_ hereinafter called the "Contractor" (which expression shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works drawings and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the terms CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contractor \_\_\_\_\_ (Name of Contractor) \_\_\_\_\_ for the execution of \_\_\_\_\_ (name of work) \_\_\_\_\_ as per below mentioned correspondence letters :-

- (a) Tender No:- \_\_\_\_\_
- (b) Tender opened on \_\_\_\_\_
- (c) Contractor letter No; \_\_\_\_\_
- (d) This office letter No. \_\_\_\_\_

Company Detailed Letter of Acceptance no. \_\_\_\_\_ as accepted by Contractor

\_\_\_\_\_ (Name of Contractor) \_\_\_\_\_ for the provision and the execution of the said work at the accepted rates, terms & conditions. The total contract amount works out for this work is Rs. \_\_\_\_ (Rupees \_\_\_\_\_).

**NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS**

1. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work within \_\_\_\_\_ months from **the date mentioned in LOA** i.e., by \_\_\_\_\_ as provided in the tender document and perform all other acts to be implied there from or may be reasonably necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.
2. In consideration of the due provision, execution, and completion of the said works, the Company does hereby, agree with the contractor that the Company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rate" as contained in the appended schedule and such other sums as may become payable to the Contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.



3. Performance Guarantee and Security deposit on acceptance of tender:

- (a) Contractor has submitted irrevocable Performance Bank Guarantee amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) vide bank guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ (Name of the bank) valid till \_\_\_\_\_.
- (b) Performance Guarantee shall be released after satisfactory completion of the work. Wherever the contracts are rescinded, the Performance Guarantee will be encashed and the balance work will got done separately
- (c) The balance work will be done independently without risk and cost of the original contractor.
- (d) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other Partnership firm

4. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Company the sum as may be due to the Company for the service, if any rendered by the Company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the Company's equipment materials, plant and machinery liquidated damages, if any, as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF.....**

**IN THE PRESENCE OF**

**WITNESS :**

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED FOR AND ON BEHALF OF CONCOR.**

**IN THE PRESENCE OF**

**WITNESS :**

1. \_\_\_\_\_

2. \_\_\_\_\_

**A PROFORMA OF BANK GUARANTEE**  
**(ON NON-JUDICIAL PAPER OR APPROPRIATE VALUE)**

To

Container Corporation of India Limited,  
 Area Head/Area II ,  
 Office : **CONCOR Annexe, NSIC MDBP Building,**  
**3<sup>rd</sup> Floor, Okhla Indl. Estate-New Delhi –**

Dear Sir (s)

1. In consideration of the Container Corporation of India Limited (hereinafter called "the CONCOR") having agreed to exempt M/s \_\_\_\_\_ hereinafter called the said Contractor(s)" from the demand, under the terms and conditions of an acceptance letter No. \_\_\_\_\_ made between the Area Head, Area II , CONCOR and M/s \_\_\_\_\_ for work of

\_\_\_\_\_(hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Contractor(s), we do hereby undertake to pay to the CONCOR an amount not exceeding \_\_\_\_\_

\_\_\_\_\_(only) we \_\_\_\_\_ (hereinafter referred to as the bank) at the request of M/s \_\_\_\_\_ (Name of Contractor) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for \_\_\_\_\_ only against any loss or damage caused to or suffered or would be caused to or suffered by the CONCOR by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We, \_\_\_\_\_ (**Bank Name**) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CONCOR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CONCOR by reason or breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. 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 this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ only.)
3. We, \_\_\_\_\_ (**Bank Name**) undertake to pay to the CONCOR any money so demanded notwithstanding any dispute or dispute raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (**Bank Name**) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said

agreement and that it shall continue to be enforceable till all the dues of the CONCOR under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Area Head/Area II, CONCOR certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We **(Bank Name)**, further agree with the CONCOR that the CONCOR shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of CONCOR or any indulgence by the CONCOR to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
7. We, **(Bank Name)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CONCOR in writing.

Notwithstanding anything contained herein above our liability under this guarantee shall :-

- a) be limited to a sum or ` \_\_\_\_\_ only.)
- b) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before \_\_\_\_\_

For **(Bank Seal & Sign)**

Bank Guarantee No. \_\_\_\_\_

**Annexure - IV**  
**CHECK LIST TO BE FILLED AND SUBMITTED ALONG WITH BILL**

Sr No	Documents to be submitted	Bill for the Month		Remarks if any
		Yes	No	
(i)	Submitted Valid labour licence.			
(ii)	Submitted Valid PF Registration Certificate.			
(iii)	Submitted PF Account number of every labourers/employees along with their nomination details.			
(iv)	Submitted Monthly proof of payment of PF contribution for every individual and six monthly returns thereof.			
(v)	Submitted Valid ESIC Registration Certificate /Workmen Compensation policy.			
(vi)	Submitted Proof of ESIC Registration number of every labourers/employees and monthly proof of payment of ESIC contribution in respect of all labourers.			
(vii)	Submitted ESIC Card issued to every labourers/employees deployed by contractor.			
(viii)	Submitted Proof/declaration of payment of GST to the department by the contractor.			
(ix)	Monthly payment being made to all labourers satisfying the minimum wage as published by GOI from time to time.			
(x)	Proof towards supply of cleaning materials			

**Certified that contractor has complied all terms & conditions available in tender documents and other terms in force as per HR Guidelines.**

**Date :**

**(Terminal Manager)**

**SECTION – III**

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**GENERAL AND SPECIAL TERMS & CONDITIONS OF CONTRACT**

Signature of Tenderer

## **SECTION - III**

### **GENERAL AND SPECIAL TERMS & CONDITIONS OF CONTRACT**

#### **ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT TURBHE**

##### **PREAMBLE**

**1.0** Container Corporation of India Ltd. (hereinafter referred to as CONCOR) is operating a number of Container Terminals at different locations and having Corporate Office at C-3, Mathura Road, New Delhi- 110 076

##### **2.0 VALIDITY OF OFFER**

The tender shall remain valid for a period of one hundred twenty **(120)** days from the date of tender opening.

##### **3. SECURITY DEPOSIT:**

**3.1** The successful tenderer will be required to furnish a Security Deposit @ 3% of the total contract value towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by CONCOR.

- 3.2** The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by CONCOR.
  - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR.
  - (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 / Bankers Cheque/ Pay Orders

**Note :**

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
  - (b) The National Saving / Defense Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
  - (c) No interest shall be allowed or paid on the security deposit.
  - (d) Area Head may extend the time for submission of Security Deposit by 15 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.
- 3.3** 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 of the acceptance of the tender or within the extended time permitted by Area Head/Area-II, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CONCOR in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 3.4** In case the contract is extended for further period, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.

- 3.5 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the contractor.
- 3.6 The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.
- 3.7 Area Head/Area II may, at his discretion, increase the amount of Security Deposit, proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit.
- 3.8 The security deposited unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Terminal Manager to the effect that the contract is completed satisfactorily. The certificate, inter alia, should mention that the contract has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to CONCOR against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate is required to be submitted by contractor.
- 3.3 (a) The Security Deposit shall, subject to any deduction that may be made there from, be returned to contractor after completion of the contract and on issuance of "NO DUES CERTIFICATE" by the **Terminal Manager-DCT Turbhe**. However, even if there is any delay the Tenderer will not be entitled to any interest.
- (b) No interest will be payable on Security Deposit/ performance security deposit.

#### 4 PAYMENTS

- 4.1 For doing the work indicated in section-IV "**Scope of Work**" the tenderer will be paid according to the finally accepted 'Schedule of Rates' . It may be noted that estate maintenance & Housekeeping services rates i.e. (Schedule A) rates may change due to change in the minimum wages . It may be noted that rate for estate maintenance & housekeeping services i.e (Schedule A) rates will be regulated as per escalation clause i.e point no 5 of General and special terms and conditions of the Contract . The payment will be made on monthly billing basis. Payment will be made as per actual quantity of work done under the respective Bill of quantity item.
- 4.2 The payment under various items of the schedule of rate will be due only on completion of the respective services and on submission of bills along with proof of PF and ESI. The scope of work completed by the contractor as per Bill of quantity will be certified by Terminal Manager for payment. The Check list as per Annexure IV is required to be enclosed with bills long with the supporting document for payment.
- 4.3 During the currency of the contract and obligatory period ,the rates given in the Schedule of Rates will be binding on both the parties and no change in the rates

will be admissible , except for Schedule A rates of the Bill of quantity i.e rate for Estate maintenance & Housekeeping services , which will be regulated as per escalation clause i.e point no 5 of General and special terms and conditions of the Contract . 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.

#### 4.4 Tenderer have to ensure GST compliance as under:-

- a) The Contractor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and services you will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- b) The Contractor indemnify CONCOR for any loss it may suffer as a result of the contractor not being registered with GST authorities or if registered, for loss due to non-payment of tax. On request by CONCOR, the contractor shall produce evidence that it is so registered and paid all the dues in respect of GST. The contractor will get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor is unregistered then submit appropriate document establishing that agency is exempted as per the provisions of GST. Also in case the agency is registered under composition levy scheme, the same will be duly intimated to CONCOR with relevant document.
- c) The Contractor shall ensure timely issue of document such as invoices, declaration forms, reporting, unloading etc. undertaking appropriate statutory return within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- d) In case of any failure on the part of Contractor, any interest/penalty /any other amount, as may be applicable shall be indemnified by Contractor to the CONCOR.
- e) If as result of change of law, Contractor obtains a benefit by way of reduction in cost due to lower tax and availability of ITC, Contractor may so notify the CONCOR and propose amendment to this agreement so as to pass the incremental benefits to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in law resulting in such decreased cost to the Contractor.
- f) Any denial of input credit due to any omission or failure on the part of the Contractor, the Contractor undertakes to indemnify the CONCOR for the any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

Non-compliance of GST, which may result in non-availment of GST credit, will make you liable to damages for Non-performance/unsatisfactory performance.

#### 4.5 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

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



(i) If any altered/additional work is required to be executed as per requirement for proper Estate Maintenance & Housekeeping Services for which there are no established rates in Schedule of rates, the same shall be payable as per provisions stated hereunder:-

- a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.
- b) If direct working out is not possible, the contractor shall be paid on the basis of reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery with 15% extra on total cost to cover contractors profit, supervision, overheads, establishments etc.
- c) On the basis of original purchase bill/labour payment voucher of contractor with 15% contractor profit and overhead charges upto Rs. 10,000/- in each case (excluding contractor profit) subject to satisfaction of Engineer incharge.

Area Head/Area II decision regarding reasonable labour cost and reasonable material consumption and cost shall be final and binding on contractor.

Deduction towards Income Tax at source is applicable under I. T. Act 1961. will be made from all payment made to contractor.

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

“The contractor shall prepare and submit monthly bills to CONCOR’s official in-charge along with requisite documents like PF, ESIC Challans with details of deduction and proof of salary deposited with the persons employed. 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 monthly bills 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.

- 4.7 A claim for services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof. Nevertheless Area Head/Area II on written request of the party can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 4.8 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR. Nevertheless, on written request of the party, Area Head/Area II can waive off this limitation and allow late submission of any claim for such under payment not received within the stipulated three months period.

- 4.9 Payment will be made on monthly basis. Payment shall be made through 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.
- 4.10 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence error, etc or any cause whatsoever the amount would be recovered from the bills or 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 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

## 5 ESCALATION CLAUSE

- 5.1 Prices will remain fixed for the duration of **three** year of contract & obligatory period of contract except for estate maintenance & Housekeeping services rates i.e (Schedule A) rates . No deviation on account of increase in any price index will be admissible. However, any increase in statutory levies GST etc. payable under the contract will be reimbursed on documentary evidence.
- 5.2 For escalation related to estate maintenance & Housekeeping services rates (Schedule A) ,the contracted rates shall remain operative throughout the contract period except in the case of variation in minimum wages notified by Central Govt. in which the terminal is located. The **Estate maintenance & Housekeeping services** staff is to be taken under the unskilled workers category . CONCOR on contractor's request will increase or decrease at six monthly frequency @ 0.6% for every 1% increase or decrease in minimum wages due to any government notification etc. duly supported by documentary evidence.
- 5.3 First rate revision for Estate maintenance and Housekeeping services contract rates (Schedule A) would be done only after **(6) six** months of commencement of contract, w.e.f. 1<sup>st</sup> 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 3 years on, say, 15<sup>th</sup> Sept 2022, there will be five rate revisions due during (3) three years period. 1<sup>st</sup> rate revision would be due w.e.f. 1<sup>st</sup> April, 2023, 2<sup>nd</sup> w.e.f. 1<sup>st</sup> Oct 2023 , 3<sup>rd</sup> w.e.f. 1<sup>st</sup> April, 2024, 4<sup>th</sup> w.e.f 1<sup>st</sup> Oct 2024, 5<sup>th</sup> w.e.f 1<sup>st</sup> April 2025.

The rate revision would be regulated by the following formula:

- (a) For first rate revision on due dates under the contract:

$$\% \text{ Increase/decrease in rates} = ((L1 - LB) / LB \times 100) \times (60/100)$$

Where

- L1 = new wage rate after change of Central Minimum labour wages for unskilled labour category
- LB = Base rate, i.e. rate effective on date fifteen (15) days prior to the date of tender submission for unskilled labour category as per Central Minimum labour wages.

(b) For subsequent rate revisions on due dates under the contract:

- % Increase/decrease in rates =  $((L1 - LB) / LB \times 100) \times (60/100)$

Where

- L1 = new rate after the latest change of Central Minimum labour wages for unskilled labour category.
- LB = Base rate, i.e. rate worked out after the previous labour rate increase

Illustration:

If Minimum wages rate on the date fifteen (15) days prior to date of tender submission was Rs.100.00 per day and it is increased to Rs.125.00 per day. According to the formula, (%) percentage increase in contract rates will be as under:-

- (a) % increase in contract rates =  $(L1 - LB) / LB \times 100 \times 60/100$ , L1= 125, LB = 100 = 15% i.e. an increase of 15% of the originally accepted contract rates on which rate revision is specifically provided for in the contract.
- (b) For subsequent rates revisions, the previous revised rate becomes the new base rate i.e. LB & new revised rate announced by the Central Govt will be L1, and by applying the same formula, % increase/decrease in rates would be % Increase/decrease in rates =  $((L1 - LB) / LB \times 100) \times (60/100)$

## 6 DURATION OF CONTRACT.

- 6.1 The contract shall be awarded for a period of 36 months (three years) from the date of commencement of contract. However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least **04 (four) months** or till the new contract is finalized, whichever is earlier.
- 6.2 The rates finally accepted will be binding on both the parties and no change in the rates for will be permissible during the currency of the contract and obligatory period of the contract, except for Schedule "A" rates of the BOQ i.e Estate Maintenance & Housekeeping services rate, which may change due change in the minimum wages . It may be noted that rate for estate maintenance & housekeeping services (Schedule A) will be regulated as per escalation clause i.e point no 5 of General and special terms and conditions of the Contract .

## 7 DEDUCTION TOWARDS TAXES OR ANY OTHER LEVY AT SOURCE

Deduction of Taxes at source or any other statutory taxes/liabilities/charges will be made from the moneys payable to the contractor on the bills for work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

## 8.0 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of CONCOR or to any person on his or their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall

in addition to any criminal liability the contractor may incur, entitle CONCOR to rescind this contract and all other contract with him. CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decision and to recover the amount from any money due to the contractor in respect of this and all other contract, between him and CONCOR. The contractor shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith question or dispute as to the commissions of any offence or compensation payable to CONCOR under this clause shall be settled by the Area Head/Area II of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

- 8.1 The contractor shall forbid and take all possible steps within his power to prevent all labour and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.
- 8.2 No person who had retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government service or CONCOR shall be the contractor. The contractor shall under no circumstances employ the person, who is in the employment of the Government or CONCOR for the purpose of carrying out this contract and further shall not employ and person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the contractor himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of CONCOR.

## **9. ARBITRATION**

9.1 In the event of any question, dispute or differences arising under these conditions or in connection with this contract, the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority. The decision of the Centre shall be binding on both parties. The parties shall be governed by the law enforces in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be English. Rest of the terms is subject to agreement between the parties. The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award. Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this clause.

- 9.2 In case of any disputes or differences between the parties hereto, the Civil Courts of Delhi shall have exclusive jurisdiction for the implementation of tender.

## **10. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF**

- 10.1 (a) The complaints shall be attended in reasonable time on the receipt of complaint irrespective of the fact that the complaint is made on any day

Any violation to this shall liable for a penalty upto **Rs.2,000/- (Rupees Two thousand only)** per complaint per day and shall be recovered from the contractor's bill. Terminal Manager is empowered to impose penalty in this case.

(b) The decision of **Area Head/Area II** will be final and binding on the contractor.

- 10.2 The contractor shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done through any other agency. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency. Directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.
- 10.3 Further more in case of repeated failures/unsatisfactory performance on part of contractor, it shall be open for CONCOR to give a show cause notice to the contractor for replying for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the contractor the contract can be terminated immediately. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit and encash the performance guarantee as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary.
- 10.4 The certificate of the CONCOR official in-charge as to the sum payable to the contractor, if the work in question had been carried out by him under terms of the contract, shall be final and binding on the contractor.
- 10.5 The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract.
- 10.6 Any financial loss incurred by the CONCOR authority arising due to any procedural lapses from compliance of statutory obligations on the part of the tenderer shall be recovered by CONCOR from the contractor from the running bills.

## **11. TERMINATION OF CONTRACT AGREEMENT**

- 11.1 In the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR administration (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving 30 days notice to the contractor. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit, (ii) get the balance work done by making an alternative arrangement as deemed necessary. The certificate of the CONCOR's Technical Official and verification of work for the sum payable to the tenderer, if the work in question had been carried out by him under the terms of the contract, shall be final and binding on the contractor.
- 11.2 Besides above, CONCOR administration will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the contractor may suffer by reason of such termination, by giving the contractor 02 months prior notice in writing of its intention to terminate

the agreement. The contractor, however, shall have no right to terminate the agreement under any circumstances. If he discontinues the work before expiry of the agreement, CONCOR Administration will be entitled to get the work done from any other agency and forfeit of security deposit.

- 11.3 Any notice to be served on the contractor under this agreement sent to him by registered post to his mentioned address, unless otherwise modified in writing, shall be considered as proper and sufficient service for any purpose in connection with the agreement.

“VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED” Expect as thereby otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding on CONCOR unless and until the same are endorsed or incorporated in a formal instrument.

- 11.4 If at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in the Court of Law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on his account.

## **12. EXIT CLAUSE**

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

## **13. SAFETY / PRECAUTIONS:**

- 13.1 It shall be the duty of the contractor to acquaint him with all safety regulations as proposed by any statutory authorities.
- 13.2 The contractor shall indemnify Container Corporation of India Ltd against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 13.3 All liabilities owing to injury/death of the staff of the contractor during discharge of contract will be to the contractor & CONCOR will stand identified for same.
- 13.4 All staff while working on Cleaning services should use adequate safety/protection equipment.

## **14. LIABILITY FOR LABOUR LAW AND STATUTORY COMPLIANCE:-**

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

The Payment of Wages Act, 1936

The Factory Act, 1948

The Workmen's Compensation, 1923

The Employees Provident Fund Act, 1952

The Contract Labour (Regulation and Abolition) Act, 1970

The Payment of Bonus Act, 1965  
The Payment of Gratuity Act, 1972  
The Equal Remuneration Act., 1976  
The Employees State Insurance Act, 1948  
The Industrial Disputes Act, 1947.  
The Employment of Children Act, 1938  
The Motor Equipment Act,

- 14.2 The contractor shall indemnify CONCOR against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws.
- 14.3 Any accident/injury/legal liability to their employees or damage to the properties of CONCOR the responsibility will be of contractor.

## **15. CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923**

- 15.1 The contractor shall at all times indemnify CONCOR against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such laborer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, CONCOR shall be at liberty to withhold such amount from the bills of the contractor and also deposit the same with the Commissioner under W.C. Act.
- 15.2 The labor's/operator's/contractor's employees engaged in the containers under the terms of the contract are to be deemed as employees of the contractor for all Purposes of Industrial Disputes Act, 1947 or other enactments that may be applicable should necessity arise
- 15.3 The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come into force and the contractor shall indemnify and keep CONCOR indemnified against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the contractor to comply with any such laws, regulations and / or rules.
- 16** Contractor is to abide by the provisions of Payment of wages act & Minimum wages act in terms of clause 54 and 55 of India Railway General Condition of Contract. In Order to ensure the same, an application has been developed and hosted on website "www.sharmikkalyan.indiarailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal shall be done as under
- 16.1 Contractor shall apply for onetime registration of his company/firm etc in the shramikkalyan portal with requisite details subsequent to issue of letter of acceptance. Competent authority shall approve the contractor's registration on the Portal within 7 days of receipt of such request.
- (a) Contractor once approved by any Competent authority, can create password with login ID (PAN NO) for subsequent use of portal for all LOAs issued in favour.

- (b) The contractor once registered on the portal, shall provide details of his letter of acceptance (LOA), Contract agreement on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Competent authority. Competent authority shall update (if required) and approve the details of LOA filled by Contractor within 7 days of receipt of such request.
- (c) After approval of LOA by Competent authority, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (d) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

16.2 While processing payment of any on account bill or final bill or release of advances or performance guarantee/security deposits, Contractor shall submit a certificate to the Competent authority or Competent authority's representative that " I have uploaded the correct details of contract labour engaged in connection with this contract and payment made to them during the wage period in railways shramikkalyan portal at shramikkalyan.indiarailways.gov.in till \_\_\_\_\_month \_\_\_\_\_year."

#### **17. RESPONSIBILITY/LIABILITY OF THE CONTRACTOR FOR LOSS OR DAMAGE**

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

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

Any kind of penalty imposed by any statutory authorities will be borne by contractor.

#### **18. SUBLETTING NOT ALLOWED**

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

#### **19. NOTICES ETC.**

Same as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Area Head/Area II, CONCOR shall be issued or taken on his behalf by the official In charge of the Corporate Office. The tenderer shall furnish to CONCOR the names, designation and address of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the tenderer if delivered to them or his authorized 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 have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

**20. DEATH OF TENDERER**

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.

**21. GENERAL**

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

Further in case of failure to execute the agreement, the contract will be cancelled

All terms and conditions listed from **Para 1 to 21** along with all sub paras read carefully, understood and accepted.

Signature of the Bidder

Full name & address and seal.

**SECTION – IV**

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**(SCOPE OF WORKS , TERMS & CONDITIONS GOVERNING THE CONTRACT)**

Signature of Tenderer

## **SECTION – IV**

### **SCOPE OF WORKS**

#### **SCOPE AND SPECIFICATION OF WORK**

The agency will be required to provide Estate maintenance, cleaning and Housekeeping services at Container Corporation of India Ltd , DCT / Turbhe , Central railway Goods Shed, Commercial Office , 1<sup>st</sup> Floor, Near CWC , Sector – 20 , Turbhe , Navi Mumbai , 400705 . It includes, entire DCT/Turbhe complex , Warehouse area, total paved/unpaved area, station building, railway tracks area, other structures and public toilet blocks in the DCT Turbhe, complex , approach road connecting to the main road and all rain water drains inside yard area. The total area of Turbhe is approx. **37,528.72 Sq. Mtr.** The agency will also be required to maintain gardens as specified below. All activities are required to be carried out during weekdays and during working hours of the DCT.

Details of the Scope of work and areas to be covered under this contract are as below:-

**Total area of Turbhe Depot – 37,528.72 Sq Mtr. Approx it includes below mentioned areas**

- **Paved Area** ( Including Warehouse)
- **Administrative Building:** Consisting of one toilet block.
- **Gate Security office.**
- **Gate Surveyors office**
- **Yard toilet.**
- **One warehouse.**
- **Railway Track Area** having two rail lines.
- **Overhead Water Tanks :** Admin Building – 2 tanks of 3000 liters each and one at yard toilet of 3000 ltr. capacity.
- **Rain water drain along Railway Tracks.**

**It may be noted that if any new structure /office space/toilets etc. are made in the depot , then the same will be covered in this contract at no extra cost.**

Without prejudice to general bearings of above description of work, some specific specifications of work are as under:

The agency will be required to provide adequate number of workmen/helpers on all days of working and whenever office is opened beyond working hour and on holidays as per CONCOR requirement.

#### **1. General upkeep and maintenance**

- (a) Daily Cleaning of open yard including paved / unpaved area, parking area, rail operating area, rail line area, approach road etc. Contractor will have to sweep and collect all the garbage etc. stock & segregate at nominated place & dispose the same.
- (b) All the offices in the administration building should be cleaned daily with brooming & mopping daily including dusting of all furniture, walls, ceilings

etc. It may be noted that the computer centers including server room are required to be vacuum cleaned as brooming is not permitted.

- (c) Cleaning and wiping of glass panes and windows daily.
- (d) Dry surface cleaning of warehouse should be done regularly as intimated by terminal.
- (e) Both Railway tracks should be cleaned daily. Grass, wild shrubs should be cut/ trimmed along railway sides. This activity to be done till Cross over points of both lines all the time.
- (f) Toilets in the administrative building and yard to be cleaned at least twice a day – once in the morning before office timing and once after lunch. The supervisor should inspect toilets during the day to ensure proper cleanliness.
- (g) Necessary cleaning materials like phenyl, detergents & deodorants should be used by the agency to ensure clean urinals and wash basins.
- (h) Cleaning, washing and replacing the dustbins after removing the material from the dustbin and disinfecting it.
- (i) Cleaning of all rain water drains as and when required for free flow of rain water.
- (j) The agency should employ a supervisor having controlling skills to monitor work & keep the control over the cleaning activities of the DCT. The supervisor employed must be capable of verbal & written communication and shall report to CONCOR officials on daily basis. The supervisors shall submit daily cleaning reports to CONCOR as per the format designed by CONCOR.
- (k) The agency must employ a gardener to water, manure & maintain the plants in the garden area of the DCT.
- (l) The agency shall be responsible for cleaning all the drains & toilets in/near the administrative building, sheds/warehouses, toilet blocks, administrative building toilets and also the peripheral open drains of monsoon water etc.
- (m) The agency must possess and utilize sufficient number of the tools/equipment like spade, hackles, cutters, axe, brooms, cloths, dusters, detergents, toilet cleaners, phenyls, bleaching powder etc. for cleaning the yard, maintaining the garden/plants, cleaning drains, building floors/shed floors etc. Further all the labours deployed in the yard for cleaning purpose must be provided with safety gadgets such as hand gloves, safety shoes, helmets (when required), florescent jackets etc.
- (n) The agency shall be required to cut/trim the trees in the yard at least once/twice in the year depending on the requirement.
- (o) The agency shall provide consumables like hand soaps, bleaching powder, liquid soap, air fresheners, naphthalene balls, Odonil, colin, duster cloth, scrubbers, detergent soap, utensils cleaning soap, hand wash etc. **worth Rs. 6,000/-** per month of reputed brands for office use. Items like Mop , Hard brush , Wiper , plastic mug , brush, brooms etc. shall not be treated as consumables in this budget of **Rs.6,000/-**per month. In case the same is not provided , then the proportionate amount will be deducted from monthly bill.
- (p) Cleaning all over head water tanks or on regular basis as per instruction of terminal manager.
- (q) Attending the cabins of Managers/Executives in office including

Guests/Visitors.

- (r) Handling/Carrying papers, Documents to various offices/Banks etc as per instructions.
- (s) Filing of documents/loose papers, as per CONCOR management instruction.
- (t) To arrange for photocopies, fax, and other official works assigned by CONCOR from time to time
- (u) Providing Pantry Services like serving drinking water, prepare and serve tea, coffee etc. to all the officials & visitors coming to the office, removing waste material, cleaning and washing of Utensils, crockery's, platform, drains, sink etc. All the materials required for preparation of tea, coffee etc. shall be provided free of cost by CONCOR.
- (v) Any other work apart from above as assigned from time to time.
- (w) The contractor has to ensure that full time helper should be provided with proper uniforms with the name badges on the front side of the uniform. All housemen, supervisor & pantry boys should be deployed in neat & clean uniform.

## **2. Supply of cleaning material, disinfectants, etc. and other consumables.**

- a) The agency will supply naphthalene balls, odonil cubes, urinal cubes and liquid soaps in all toilets.
- b) The agency will supply plastic mugs/buckets for one time in all the toilets; subsequent replacement may be made as per requirement.
- c) The agency will be required to supply hand towels in Administrative building and toilets, and will be responsible for its washing etc.
- d) The agency will be required to procure tools for gardening as also fertilizer, seeds, saplings, etc. for maintenance and upkeep of the gardens.

3. EQUIPMENT & MACHINE : Contractor has to deploy the following equipment and machines in both the locations i.e. CONCOR MRO and DCT/Turbhe Office for cleaning purpose and as and when required as directed by CONCOR , for which no extra payment will be made by CONCOR.

- i. Vacuum cleaner
- ii. Spray machine
- iii. Arrangement of dry cleaning of curtains/venetian blind
- iv. Anti termite treatment machine
- v. Dry cleaning machine (Carpet)

## **3. Scheduled activities**

- a) Cleaning of water tanks at Turbhe including all the tanks provided in the vicinity/premises of DCT/Turbhe. This shall be carried out at least once in two months.
- b) Cleaning of administration building, Gate offices at least twice in a month.
- c) Scrubbing and polishing of floors of halls, rooms and corridors of administration building and gate offices at least once in a month.
- d) Cleaning of computer equipment's and peripherals in presence of CONCOR staff with dry clothes and every 15 days with Colin or equivalent. It may be noted that no brooming is permitted inside the computer center.

- e) Cleaning of all covered and open drains once in three months and monthly especially during monsoon for free flow of rain water outside DCT.

**4. Disposal of garbage, waste sweepings etc.**

- a) The agency shall be responsible for clearance of all waste material including garbage, waste packing material, and sweepings left over etc. but excluding wooden pallets/planks, both intact and broken. At current level of traffic, it is estimated that at least 01 **vehicle load** of waste material etc. is generated per month. **It may be noted that the capacity of vehicle must not be less than 5 Cu. Mtr. in volume.** The payment for this activity, i.e. disposal of garbage, waste packing material, and sweepings left over etc. the contractor has to submit bills along with gate pass, terminal permission etc.
- b) The garbage / waste material will be disposed off by the agency in any manner as deemed fit, subject to his observing Municipal Corporation / State Government / Local Bodies / customs / port and Health Dept. Authorities., Rules/Acts/Statutes regarding "Garbage Disposal" of custom, port, and Health dept. authorities. All necessary permissions, fees, expenditures etc. will be borne by contractor. **No extra payment will be made by CONCOR on this account.**
- d) In case the removal of waste material is delayed, CONCOR shall be free to make alternate arrangements without risk and cost of the agency however the amount will be deducted from bill of the contractor.
- e) The Agency shall be liable for all expenses/earnings incurred in the process of disposal of garbage/waste material/waste sweepings.

**5. Special Note:**

- a) The scope of work can be increased as per requirement if necessary and for which no extra payment will be made. It may be noted that the scope of work here refers to the area to be covered and not intensity of the cleaning / maintenance services or the quantity of garbage/sweepings which is generated for removal.
- b) **The tenderers are advised to visit the site and make their own assessment of the work / resources / labour requirement and bid accordingly.**
- c) CONCOR reserves the right to direct the agency to augment its resources (manpower, equipment, consumables, etc.) in case it finds that the upkeep and maintenance level are not satisfactory with the current level of resources and there will be no increase in the monthly rates, including statutory payments.
- d) **Only female safai workers will attend to ladies toilet.**
- e) Contractor will obtain the certification from the Terminal Manager/Terminal Incharge about the area of service and number of trucks (Garbage disposal during the month) for process of the bill.

**6) PROCEDURE FOR REMOVAL OF GARBAGE/ WASTE MATERIAL / SWEEPINGS/**

1. The agency should apply to CONCOR before removal of garbage in the format given in Annexure V.
2. CONCOR shall issue permit letter to the gate security

3. The agency shall be responsible for obtaining necessary permission required for the removal of garbage/waste material etc.

7) EQUIPMENT, MATERIAL AND STORAGE

- 1) The agency has to use his own equipment tools and implements required for this work like brooms, brushes, carts, trolley, ladders, buckets, mugs baskets, vacuum cleaner, scrubber, gardening tools, etc.
- 2) The agency has to use its own cleaning material like soaps, detergents, soda, disinfectants preferably phenyl, odonil, dusters, cloth pieces or any other material required for this work and directed by the officer in charge.
- 3) Water and electric energy required for cleaning purposes shall be allowed free by CONCOR only upto available point in the yard. However, in case of non-availability of the same due to any reason, the contractor will have to arrange the same at contractor's cost.
- 4) The successful tenderer shall have a telephone/cellular phone in his office & work places & at his residence for receiving complaints on all days and supervisor attending day to day work shall have a mobile phone.

8) **TERMS & CONDITIONS.**

All the staff deputed by the contractor for Estate maintenance, cleaning and Housekeeping services on time to time should be of good antecedent and character. The contractor will have to take prompt action and not depute personnel who do not obey these instruction issued by the Terminal Manager or representative of Area Head/Area II

- a) The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and/or legal action for breach of CONCOR security regulations by either the contractor or his staff & CONCOR shall be the sole arbitrator to the course of action.

**b) Exclusion.**

- 7.1 The contractor supervisor/ staff shall not make any change/ addition /alteration or modification to existing arrangements without the approval of Area Head/Area II Area Head/Area II or representative of CONCOR.

**Format for application for removal of garbage / waste material/sweepings**

To,  
Terminal Manager  
CONCOR  
TURBHE

**Sub: Removal of garbage / waste material/sweepings**

We are clearing the garbage/waste material/sweepings etc. in the below mentioned vehicle nos.

vehicle nos.

Kindly issue us a NOC and gate pass for the same.

Thanking You,

Signature of the Authorized  
Representative of the agency



## SECTION – V

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(P.Q. Proforma)

**(SECTION - V)**  
**PQ-PROFORMA/COMPARATIVE STATEMENT**  
**(To be filled by bidder)**

<b>Name of Work : ESTATE MAINTENANCE &amp; HOUSEKEEPING SERVICES AT DCT TURBHE</b>		
<b>Tender No: CON/AREA II/ADMN/ESTATE MAINTENANCE/TURBHE/01/2022</b>		
<b>NAME OF THE FIRM</b>		
<b>S.No.</b>	<b>Description</b>	<b>Details</b>
1	Name, Address, Organization ID, Tel./Fax No. & e-mail address of Bidder	
2	Attested copy of Firm Details (Proprietorship/Partnership/private limited / limited ).	
3	Attested Copy of Power of Attorney details to sign Tender Document.	
4	Earnest Money Deposit (EMD) of Rs. 22,700/- through e-payment. (Fill RTGS/NEFT/ Credit Card details & Bank Details)	
5	Cost of Tender Documents of Rs. 1120/- (Rs 1000/- + GST @ 12%) through e-payment. (Fill RTGS/NEFT/Credit Card details & Bank details)	
6	PF /ESIC Registration.	
7	GST Registration	
8	PAN No. of the firm	
9	Letter of Submission of tender	
10	Undertaking of Downloaded tender	
11	Contractor Registration Details i.e. Deptt. where registered, Class of Registration, Validity of Registration and tendering limit.	

S.No.	Description	Details
12	<b>Chartered Accountant's (CA) Certificate</b>	
13	<b>Financial eligibility Criteria:-</b> The Tenderer should have achieved a Minimum gross turnover of <b>Rs.7,56,042/- (Rupees Seven Lacs Fifty Six Thousand Forty Two Only)</b> per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of the previous four Financial years i.e.2018-19, 2019-20, 2020-21 and 2021-22 in the same name /firm composition in which he is applying for this tender. The information shall be supported by the copy of Chartered Accountant's certificate.	
14	<b>Experience with respect to similar nature of work</b> The Tenderer should have experience of minimum single work of similar nature amounting to <b>Rs.22,68,123/- (Rupees Twenty Two Lacs Sixty Eight Thousand One Hundred Twenty Three only)</b> or aggregate contract value of atleast <b>Rs.34,05,185/- (Rupees Thirty Four Lacs Five Thousand One Hundred Eighty Five Only)</b> during the last three financial years i.e. 2019-20, 2020-21 and 2021-22.	
a)	<b>Work No. 1</b>	
	Name of Work:- Similar nature of work as per tender NIT.	
	Date of Start	
	Date of Completion (Stipulated)	
	Date of Completion (Actual)	
	Completion Cost	
	TDS Amount, if applicable.	

S.No.	Description	Details
<b>b)</b>	<b>Work No. 2</b>	
	Name of Work:- Similar nature of work as per tender NIT.	
	Date of Start	
	Date of Completion (Stipulated)	
	Date of Completion (Actual)	
	Completion Cost	
	TDS Amount, if applicable.	
<b>c)</b>	<b>Work No. 3</b>	
	Name of Work:- Similar nature of work as per tender NIT.	
	Date of Start	
	Date of Completion (Stipulated)	
	Date of Completion (Actual)	
	Completion Cost	
	TDS Amount, if applicable.	
<b>15</b>	Bank Detail i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No. RTGS No., Bank Telephone	
<b>16</b>	<b>Details of any other information</b>	
<p><b>Note :1:- Bidders have to fill the complete details in PQ- Performa.</b></p> <p><b>Note: 2. The documents pertains to above details should be scanned and uploaded in the e-tendering website at the time of online tender submission. RTGS/ NEFT E-payment Challans may also be scanned &amp; uploaded along with tender submission.</b></p> <p><b>Note: 3. If bidder is having more than five similar nature work experience, they can submit the scanned copy of the additional work experience certificates along with their bid.</b></p>		

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**(BILL OF QUANTITIES)**

## **BILL OF QUANTITIES**

### **NAME OF WORK: ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT TURBHE**

Tenderers are requested to read carefully each page of tender document for the above noted work wherein complete details are furnished under various chapters.

#### **Notes for guidance of tenderers while quoting for financial bid:**

- 1. The tenderers should visit the site of work, acquaint themselves with site conditions, approach roads, availability of materials, lead of materials etc.**
2. As per the scope of work specified in the tender document adequate numbers full time housemen are required on daily basis for completion of specified scope of work. However, contractor will have to depute additional person as and when required.
3. The agency has to use their own equipment tools for this work like brooms, brushes, trucks/ trolleys, ladders, buckets, mugs, baskets, scrubbers, etc.
4. Contractor shall obtain necessary gate passes/ clearance for his staff/agents from Terminal Manager of Container Corporation of India.
5. The tenderers shall execute the work with proper care. If any damage is done to the existing wall/drain/over head electrical wires/post etc., the same should be made good by the contractor at their own cost.
6. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/ explain/stipulate any thing, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
7. GST will be paid extra if applicable. Any other tax, levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect. In the BOQ, the bidders should quote rates excluding GST.
8. In case of any doubt/ambiguity, the decision of CONCOR shall be final and binding on the tenderer.

## BILL OF QUANTITIES

### ADDITIONAL INSTRUCTIONS

1. The Bill of quantity consist of ONE schedule describing scope of work.
  - a. Schedule A , for rate per month per Sqmt for Estate Maintenance & Housekeeping services, as per scope of work Mentioned in Section-IV. The rates are to be quoted for total area of **37,528.72 Sq.mtr**
2. Tenderers are required to quote in the excel sheet designed for quoting percentage (%) above/below/at par of CONCOR Estimate rates, in the uploaded tender on the tender website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)
3. Items and quantities given in schedule are approximate and are just to give an idea of work involved. CONCOR reserves the right to delete/operate/ extend the scope of work as per requirement.
4. Summary sheet of the work is enclosed at the end of the schedule.

**Bill Of Quantity /Schedule of Rates**

NAME OF WORK : **ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT TURBHE**

**(SCHEDULE A)**

**Estimate Rates and amount per Month**

Sr no	Description of work	Unit	Quantity (A)	Rate (B)	Amount (Per month) (AXB)
1	Per month rate in Sqmt for Estate Maintenance & Housekeeping services , as per scope of work Mentioned in Section-IV.	Sq mtr	37528.72	₹ 2.13	₹ 80089/-

**Rate for Schedule A to be quoted in following format**

Sr no	Description of works	Amount as per CONCOR Estimate (per month)	Quoted % above/below/ at par of CONCOR Estimate (per month)	Amount as per %above/below/at par of CONCOR Estimate (per month)	Total Amount in figures (per month)	Total Amount in words (per month)
		(A)	(B)	( C)	(D)	(E)
				% X A	A+ or –C	A+ or -C
1	Total Estimate amount of Schedule A	₹ 80,089				

GST will be paid extra at applicable rates. All other Taxes/levies/charges shall be inclusive in the Rates quoted above.

**Note: Tenderers are required to quote their rate in percentage only in the excel sheet designed for quoting rates in the uploaded tender on the tender website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).**



### **SUMMARY SHEET**

**NAME OF WORK : ESTATE MAINTENANCE & HOUSEKEEPING SERVICES AT DCT  
TURBHE**

<b>TOTAL OF Schedule A. (Per Month) In figures</b>	₹	
<b>Total amount (Per month ) (Schedule A)</b>	₹	
<b>Rebate if any</b>		
<b>REASON FOR REBATE ,IF ANY</b>		
<b>(i) NET TOTAL (PER MONTH) In figures</b>	₹	
<b>In words</b>		
<b>(ii) NET TOTAL (For (3) three years) In figures</b>	₹	
<b>In words</b>		

Name and Address of Firm	
EMD details	
Bank Reference no	
Bank	
Date	
Amount	