

**CONTAINER CORPORATION OF INDIA LTD.**

**TENDER NOTICE**

CONCOR invites sealed tenders for the following work:

Tender Ref. No	CON/NWR/Tenders-II(a)/GIM/43/2010	CON/NWR/Tenders-II(a)/Valuation/49/2010
<b>Brief Description of Work</b>	<b>Tender for Cargo &amp; Container Handling And Short Lead Transportation At Combined Container Terminal Gandhidham.</b>	<b>Hiring Professional Services for Conducting Valuation/ Revaluation of unclaimed/ uncleared Cargo/ Containers/ Obsolete Assets/ Scrap/ Damaged Containers, Domestic Cargo etc. lying at various Terminals of Container Corporation Of India Ltd., North West Region, Gujarat.</b>
Estimated Cost of Contract	Rs.27.95 Crores for 5(4+1) years	Rs.9.37 Lakhs for 3 (2+1) years
Cost of Tender Document	Rs.2625/- (including 5% VAT)	Rs.525/- (including 5% VAT)
Earnest Money	Rs.5 Lakhs by Demand Draft in favour of Container Corporation of India Ltd, payable at Ahmedabad	Rs.6,300/-by Demand Draft in favour of Container Corporation of India Ltd, payable at Ahmedabad
Date of Sale of Tender	From:14.08.2010 To 10.09.2010 from 10:00 to 18:00 hours on working days	From: 14.08.2010 To 13.09.2010 from 10:00 to 18:00 hours on working days
Pre Bid meeting	30.08.2010 at 15:00 hrs	NIL
Date of Tender Submission	13.09.2010 up to 15:00 hrs	14.09.2010 up to 15:00 hrs
Date of Tender Opening	13.09.2010 up to 15:30 hrs	14.09.2010 up to 15:30 hrs

Tenders forms can be downloaded from our web site- **www.concorindia.com** : for more details please contact: O/o The Chief General Manager, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009. Tel: 079-40273333.

**Chief General Manager**

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*



**CONTAINER CORPORATION OF INDIA LTD.  
(A Govt. of India Undertaking)**

**Tender For**

**Hiring Professional Services**

**For Conducting valuation / revaluation  
of unclaimed / uncleared cargo  
/containers, obsolete assets, scrap,  
damaged containers, Domestic cargo  
etc.**

**At Various Terminals of  
North West Region, Gujarat**

**TENDER REF. NO.: CON/NWR/Tenders-II(a)/Valuation/49/2010**

**2010**

**Tender Value : Rs. 9.37 Lakhs**

*Seal & Signature of Tenderer*

*Page 1 of 23*

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**Cost of Tender Form : Rs. 525/- (including 5% VAT)**  
**TENDER FOR HIRING PROFESSIONAL SERVICES FOR VALUATION/  
REVALUATION OF UNCLAIMED/ UNCLEARED CARGO/ CONTAINERS/  
OBSELETE ASSETS/ SCRAP/ DAMAGED CONTANERS, DOMESTIC CARGO  
ETC LYING AT VARIOUS TERMINALS OF CONCOR, NORTH WEST  
REGION, GUJARAT.**

**TENDER NO.** : CON/NWR/Tenders-II(a)/Valuation/49/2010

**NAME OF THE WORK** : VALUATION/REVALUATION OF UNCLAIMED/  
UNCLEARED CARGO/ CONTAINERS,  
OBSOLETE ASSETS, SCRAP, DAMAGED  
CONTAINERS, DOMESTIC CARGO ETC.  
LYING AT CONCOR, NORTH WEST REGION.

**ISSUED TO** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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1. Cost of Tender Document (Non – Refundable) : Rs 525/-(Including 5% VAT)

2. Date of Issue of Tender Document :

3. Date & Time for submission of Tender Document : 14.09.2010 upto 15:00 hrs

4. Date & Time for opening of Tender Document : 14.09.2010 at 15:30 hrs.

(Note: This tender document consists of 23 pages, from page no 1 to page no 23)

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**Notes/Instructions :**

- a) The Tenderer is required to check whether the tender document is complete while receiving the same.
- b) The Tender document is not transferable under any circumstances.
- c) All folios of this document should be signed by intending tenderer and embossed with official seal at the time of submission.

*Seal & Signature of Tenderer*

*Page 2 of 23*

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

- d) Tenderer is required to furnish their contact mobile number, valid e-mail ID, fax number and complete postal address in the Tender.
- e) Every tenderer shall state in the tender his complete postal address with PIN code. All communication mailed to the tenderer by post/e-mail at the address/e-mail ID furnished by them shall be deemed to have reached the tenderer in time.

**TENDER DOCUMENT** contains the following subjects / papers:

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Sr. No.	Subject	Page No.
1.	Instruction regarding submission of Tender	4 - 6
2.	Eligibility Criteria	7 - 8
3.	Scope of Work	9 - 10
4.	Terms & Conditions of Contract	11 - 17
5.	Schedule of Rates - Annexure "A"	18
6.	Form of Tender - Annexure "B"	19
7.	Service Agreement Format - Annexure "C"	20 - 21
8.	Physical Inventory Report – Annexure "D"	22
9.	Proforma Valuation Report – Annexure "E"	23

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The Tender document can also be downloaded from the website of CONCOR, i.e. [www.concorindia.com](http://www.concorindia.com). However the intending bidders should submit the document sale price @ Rs 500/- + 5% VAT by way of demand draft in favour of " Container Corporation of India Ltd., payable at Ahmedabad"

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**CHAPTER I**

**INSTRUCTIONS REGARDING SUBMISSION OF THE TENDER**

1. Tender shall be enclosed in a sealed cover addressed to the Chief General Manager, North West Region, Container Corporation of India Ltd., B- 301, SAKAR –VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380 009. Superscribing on the envelop as “TENDER FOR HIRING PROFESSIONAL SERVICES FOR VALUATION/ REVALUATION OF UNCLAIMED/ UNCLEARED CARGO/ CONTAINERS/ OBSELETE ASSETS/ SCRAP/ DAMAGED CONTANERS, DOMESTIC CARGO ETC AT VARIOUS TERMINALS OF CONCOR, NORTH WEST REGION, GUJARAT. Tender should be sent either by registered post or by hand. All tenders should reach the office of the Chief General Manager, Container Corporation of India Ltd., at the above-mentioned address on or before 14.09.2010 upto 15:00 hrs. (CONCOR reserves the right to accept or reject the tender submitted after the scheduled time for deposit of tender but before opening of the same).Tenders received after opening/late Tenders shall not be accepted. After dropping of Tenders into the Tender box, the Tenderer cannot demand return of Tender documents to them.
2. Tender must be submitted in two separate envelopes viz. envelope “A” (**Technical Bid**) and envelope “B” (**Financial Bid**) duly sealed and addressed to the Chief General Manager, North West Region, Container Corporation of India Ltd., B -301, SAKAR –VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380 009.
3. Envelope ‘A’(**Financial Bid**) which shall be opened first shall contain the basic documents specified serialy as under:
  - a) Details of experiance in the trade for which tenderer intend to participate along with authenticated documents.
  - b) Earnest Money Deposit of **Rs.6,300/-** (Rupees Six Thousand Three Hundred only) in the form of Bank draft/Pay order in favour of Container Corporation of India Ltd. Payable at Ahmedabad.
  - c) Attested copies of Memorandum of Articles of Association in case of registered firm / co-operative societies.
  - d) Partnership deed in case of Partnership firm.
  - e) Any other relevant information/document which tenderer may consider appropriate including their experiance and expertise.
  - f) Copy of service tax registration with Service Tax department.
  - g) Power of Attorney for person/s signing the tender.
  - h) The original tender document bought from CONCOR signed and stamped on each page by the tenderer.

*Seal & Signature of Tenderer*

*Page 4 of 23*

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

- i) The Tenderer shall submit attested/notarized copies of documents in support of financial stability i.e. duly audited Balance Sheet and P&L account for the last 03 financial years i.e.2007-08,2008-09 & 2009-10 indicating present capital (Authorised, Issued and paid Up), current assets and liabilities, working capital, net worth, turn over etc.
  - j) Copy of PAN.
  - k) Tender fees in the form of Demand draft.
4. It may be clearly noted that in case tender submitted by the tenderer not accompanied by all or any documents stated under para (3) above or are found unsigned & not stamped, such tender(s) will be rejected by CONCOR.
  5. Envelope “B”(Financial Bid) shall be opened only after the scrutiny of the basic documents of envelope “A”(Technical Bid) and shall contain only “Schedule of Rates” indicating rates for services towards Valuation/Revaluation. Demand Drafts should not be placed inside the Envelope “B”(Financial Bid).
  6. The rates should be conspicuously written in both figures and in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the tenderer.
  7. Tender should clearly indicate the name & address of their firm/company/individual as the case may be, on both the envelopes and should clearly indicate the name of job / work for which tenderer have been invited.
  8. The tender offer shall be valid for 120 (One hundred and Twenty) days from the date of opening of the tenders.
  9. The tender shall be opened on 14.09.2010 at 15:30 hrs in presence of the tenderer or their representative who may wish to remain present.
  10. The tenderer is required to fill in the “Form of Tender” towards the acceptance of all the tender conditions mentioned therein the tender, failing which the tender shall be summarily rejected.
  11. Person/s signing the tender shall state in what capacity he or they are signing the tender e.g. as sole proprietor of the firm or as a Secretary/Manager/Director etc., of the firm and authority letter, as the case may be.
  12. The persons signing the tender form of any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority obtained for such other persons or the firm as the case may be, in all matters pertaining to the contract including Arbitration clause. If a person signing the tender, fails to produce the said power of Attorney, the tender shall be liable to be summarily rejected without prejudice to all/any other right of the CONCOR under the law. The “Power of Attorney” should be signed by all the partners in the case

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

- of partnership concern and by the proprietor in the case of proprietary concern and by the person who by his signature can bind the company in the case of a limited company or a co-operative society.
13. The successful tenderer shall be required to execute an agreement with the CONCOR in the annexed Performa to tender document within 15 days from the issue of “Letter of Intent”.
  14. In the event of failure on the part of the successful tenderer to submit the Security Deposit / Bank Guarantee or sign the agreement, the EMD will be forfeited and the acceptance of the tender may be considered as cancelled. In such a scenario where the contract is awarded and the successful Tenderer withdraw from carrying out the work, the CONCOR shall take appropriate measures against the Tenderer.
  15. Tenderers are informed that the Valuation work is intended for conducting e-auction. Since, this is a service contract, the contracted amount as per tender shall be paid only after completion of Valuation work and conclusion of quarterly e-auction proposed thereunder. The Valuer shall offer clarifications and additional information, if any, as sought by the COCNOR/Custom with regard to Valuation. No advance payments are admissible.
  16. CONCOR also reserves the rights to
    - Accept or reject any tender in part or in full without assigning any reason whatsoever.
    - Relax the tender condition at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of the CONCOR and the trade.
    - Accept / reject any or all the technical bids or financial bids.
    - Pass over a tenderer who may be in the same line of business, i.e. competing with CONCOR.
    - Re-tender or modify the terms and condition of the tender. It also reserve the rights to negotiate the rates with the lowest tenderer i.e. L-1.
    - Disqualify the tenderer blacklisted by state / central Govt. Undertaking / PSUs.

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**CHAPTER II**

**ELIGIBILITY CRITERIA**

1. The Tenderer must have a minimum of 2 years of experience out of preceding 3 financial years i.e. 2007-08, 2008-09 & 2009-10 in the business of conducting valuation/ revaluation of unclaimed/ uncleared cargo/Containers, obsolete assets, scrap, damaged containers, domestic cargo etc. in any Central/ State Govt & Public Sector Undertaking or reputed private agencies within the last preceding three years 2007-08, 2008-2009, 2009-2010 and having executed the work amounting to Rs.6.00 lakhs in single completed work or Rs.9.00 lakhs in multiple completed work in last three financial years i.e. 2007-08, 2008-2009, 2009-2010. Experience should be supported with attested/ notarised copies of work order.
2. The Tenderer should be Government approved/registered with the Income Tax Department/ Customs Department/ Directorate General of Foreign Trade in their Hand Book of Procedure or must be holding a running contract for Valuation with CONCOR being a Government approved Valuer.
  - a) The Tenderer should have worked as valuer with any of the organization listed below:
    - 1) Customs.
    - 2) Major Port Trust.
    - 3) ICDs/CFS/DCTs owned by CONCOR/CWC/ any other public sector undertaking / private operators.
    - 4) Air Cargo Terminals.

Tender received without proof of such experience shall be summarily rejected.

- b) Tenderer should be registered with Service Tax Department and the Service Tax registration number should be mentioned in the Tender enclosing along with a copy of Service Tax registration certificate.
- c) Tenderer has to provide relevant document establishing the fact that they are a Partnership/Joint Venture/Limited/Sole proprietary company.
- d) If a tenderer has been working/worked at any Terminal/Region of CONCOR or for any organisation mentioned under para (a) above, for getting qualified, he must produce a certificate of satisfactory performance from the concerned organisation.

*Seal & Signature of Tenderer*

*Page 7 of 23*

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**2. Financial Credibility of the Firm:**

- 2.1 The tenderer should have achieved a minimum average annual turn over of Rs. 47,000/- p.a. (in the same name in which the tenderer is submitting his offer) of the previous three financial years as reflected in the audited financial statements
- 2.2 The tenderer shall submit attested/notarized copies of documents In support of financial stability i.e. duly audited balance sheets and P&L Account for the last three financial years i.e. 2007-08, 2008-09 & 2009-10 indicating present capital (Authorised, Issued and Paid Up), current assets and liabilities, working capital, net worth, turn over etc. In case of year 2009-10, if the audited balance sheet and P&L account are unavailable, the certificate of Chartered Accountant may be submitted.
- 2.3 The tenderer should have at least a positive net worth based on the last year's balance sheet. The bidder shall also submit details of financial agreement proposed viz. own resources / bank credit etc and banker's certificate regarding solvency.

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**CHAPTER III  
SCOPE OF WORK**

- 1.1 Container Corporation of India Ltd., (hereinafter referred to as CONCOR) is Government of Indian Undertaking under Ministry of Railway and operates and manages Container Terminals including Inland Container Depots (ICD), Container Freight Stations (CFS) and Domestic Container Terminals (DCT) at several places in the country. CONCOR handles both international and domestic containers/cargo by road/rail mode. The successful tenderer (hereinafter referred to as Service Provider) is required to provide services for valuation of EXIM containers and cargo for auctioning the same under section 48 of Customs Act and also for the domestic container/cargo/obsolete assets, scrap etc for CONCOR lying at various Terminals viz. ICD-Sabarmati, RCT/CFS-Vadodara, ICD/DCT-Ankleshwar, CFS/DCT-Gandhidham, DCT-Khodiya, other CONCOR offices in North West Region and as assigned by CONCOR.
- 1.1 The scope of work described in this chapter is given only as a guide & indication and the quantum of work is subject to variation or adjustment depending upon the actual requirements and shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to Chief General Manager, Container Corporation of India Ltd., whose decision in the matter shall be final and binding on the tenderer/Service Provider.
- 1.2 The job and responsibility of Service Provider is independent for identification and valuation of cargo which must be done in a professional manner. Description, identification and valuation of cargo on the strength of documents OR and on the basis of physical cargo availability on site, the Service Provider shall undertake the valuation job accordingly. CONCOR also reserves the right to get fresh quotations for any additional category of work.

**2 BRIEF DESCRIPTION OF WORK**

2.1 The successful tenderer, to be referred to as “Service Provider” henceforth, will be required to provide following services under the contract:

- i) Taking inventory of Containers (ISO / DSO), Empty damaged containers (ISO / DSO) & Cargoes (ISO / DSO) contained in containers or stored elsewhere in ICD, North West Region and DCT meant for disposal tendered by CONCOR. Physical Inventory Report (PIR) will need to be submitted to the designated officers of CONCOR.
- ii) Listing, quantifying and qualifying each item contained in Container/Package /Consignment with reference to IGM/ITEM/Lot No. along with total value of the consignment/lot and individual/unit items, weight, volume, description, validity,

*Seal & Signature of Tenderer*

*Page 9 of 23*

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

- fit/unfit for consumption, nature of cargo (Hazardous/non-hazardous), etc. and preparation of connected documentation of record of CONCOR.
- iii) Drawing sample with proper documentation, wherever required.
  - iv) Arranging lab test, market value survey etc, wherever required with CONCOR permission or whenever required by CONCOR.
  - v) Filling up and maintaining of Inventory Register Proforma etc. Inspection of cargo and physical inventory must be done by the Service Provider in the presence of CONCOR representative and a jointly signed report must be submitted.
  - vi) Valuation / Revaluation / Appraisalment of the consignments items / Units etc. and suggesting their reserve prices. Valuation / Revaluation arrive at shall be based on facts (invoice/ catalogues / market rate) and /or accepted principles in order to establish the reserve price. This and all other relevant details should be submitted to the designated officer of CONCOR under confidential cover.
  - vii) Supervision of unpacking/ packing before and after inventory / valuation / revaluation of cargo.
  - viii) Sealing of inventories / packages and sealing of containers.
  - ix) Revaluation of the consignments, which remain unsold in auctions, whenever required.
  - x) Valuation / Revaluation / Units etc. of empty damaged containers and suggesting their reserve prices.
3. CONCOR shall provide labour for opening and closing of containers/packages and weighment etc. of the cargo lying in the disposal units. Packing materials will be provided by CONCOR.
  4. All information/data under this contract is “CONFIDENTIAL”. Service provider will not divulge any information to any one, other than those authorized by CONCOR to receive such information
  5. The entire job of valuation / revaluation will be completed to the satisfaction of CONCOR within the time frame to be stipulated by the authorized officers of CONCOR so that the entire procedure can be completed in prescribed time.
  6. CONCOR reserves the rights to amend the valuation/revaluation in accordance with customs procedures, regulation and other laws in force.

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**CHAPTER IV**

**TERMS & CONDITIONS OF CONTRACT**

The successful tenderer (**Service Provider**) will primarily have to undertake the work of valuation / revaluation at ICD/CFS/DCTs of CONCOR, North West Region. CONCOR desires valuation / revaluation work to be carried out on single responsibility basis. The contract will be subject to following terms and conditions.

**1) Period of Contract**

Contract shall be awarded initially for a period of 02 (Two), beginning from the issue of letter off Intent/date of commencement of contract. No request for any change in rates will be entertained during the pendency of contract. CONCOR will have the discretion to extend the contract on the mutually agreed terms and conditions for a further period of 01(One) Year, in case it considers it necessary.

It will be obligatory on the part of Service Provider to continue to work at the rates prevailing on the last date of the contract for at least 4 (four) months beyond initial contract period/extended contract period or till the new contract is finalized, whichever is earlier.

**2) Earnest Money Deposit (EMD) :**

As indicated in the instructions for submission of tenders, the tenderer will be required to submit an Earnest Money Deposit (EMD) of **Rs.6,300/-** ( Rupees Six Thousand Three Hundred only) in the form of Bank Draft / Pay Order in favour of Container Corporation of India Ltd., payable at Ahmedabad. The EMD shall be forfeited under following circumstances:

- (a) When the tenderer withdraws his tender or modifies his offer in a manner unacceptable to CONCOR during the validity period of tender, which is 120 days from the date of opening of tender.
- (b) When the tenderer, having been notified of the acceptance of his offer during the validity of tender, refuses to undertake the work on award of contract.
- (c) When the tenderer submits forged / tampered documents while participating in the tender. Further action as deemed fit by CONCOR may also be taken against such erring tenderer.

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

**3) Refund of EMD :**

- a) The amount of EMD shall be refunded to all unsuccessful tenderers after award of contract to successful tenderer and upon return of Original EMD receipt duly discharged on the reverse and a written request.
- b) The EMD of successful Tenderer shall not be refunded till receipt of Security Deposit, the EMD amount can be adjusted towards security deposit, if tenderer so requests in writing.

**4) Security Deposit**

- (i) The successful tenderer whose rates are finally accepted must deposit a Security deposit for fulfillment of the contract a sum of **Rs.26,000/-** (Rupees Twenty Six Thousand only) within 7 days for the date of acceptance towards successful performance under the contract for fulfillment of the contract, terms and conditions to the satisfaction of CONCOR. The security deposit shall be in the form of Bank Draft / Pay Order in favour of **Container Corporation of India Ltd., payable at Ahmedabad.**
- (ii) Security deposit shall be forfeited by CONCOR in the event of any breach on the part of Service Provider, of any of the terms & conditions of the contract.

**5) Performance under Contract & Liability for Labour Laws:**

The Service provider will be required to deploy adequate staff as are necessary for the purpose of executing the job entrusted to them. The Service provider shall meet all the requirements / provisions of all the relevant country's labour and other laws as are applicable for such services. It will be responsibility of Service provider to ensure the compliance of all such laws.

- (i) The Service provider shall be responsible for compliance with the provisions of country's labour laws, such as Factory Act, 1948, Minimum Wages Act, Payment of Wages Act, Employee's Provident Fund Act, 1952, Employee's State Insurance Act, 1948 or any other act to the extent they are applicable to his establishment / workmen.
- (ii) CONCOR will not be responsible for any injury sustained by Service Provider workers during performance of their duties and also for any damage or compensation, due to any dispute between them and their workers. To comply with all the liabilities arising out of any provision from of labour acts / enactments hitherto in force or enacted time to time during the execution of this agreement

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

shall be the responsibility of the Service provider. Any expenditure incurred by CONCOR to face the situation arising out of any lapse of the workers of the Service provider will be made good from the bills of the Service provider. Furthermore, the Service provider shall be responsible for the payment of compensation insurance etc., if any, in respect of his employees.

- (iii) The Service provider shall indemnify and compensate CONCOR administration against any loss, damage claim, destruction of goods including containers or pilferage, or injury to any person caused by any carelessness, negligence or misconduct of the people in his employment and shall pay all claims and litigation expenses, if any, incurred by CONCOR administration which may also include payment of customs duty and penalties. CONCOR shall be at liberty to invoke the security deposit of Service provider or may recover it from Service provider's bills.

**6) Payments:**

- (i) Subject to any deductions, which CONCOR will be authorized to make under the terms and conditions of this contract, the Service provider shall be entitled for payments as follows.
- (ii) The Service provider shall prepare and submit the bill after the valuation within three months in prescribed forms to the CONCOR official incharge of the ICD/CFS/DCTs. All payments due to Service provider for services rendered against this contract shall normally be made within 15 (Fifteen) days from the date of submission of bills after scrutiny by the office of the Chief General Manager, North West Region, if found to be in order. Payment will be made after deduction of the Income Tax and any other dues as applicable at source. Delay, however, shall neither entitle the Service provider to claim interest nor terminate contract.
- (iii) Payment shall be made only through Cheques / RTGS. The successful Service provider taking up the work shall intimate CONCOR, the person/body in whose favour the Cheques / RTGS for amounts due to him should be drawn.
- (iv) CONCOR will have the right to recover any over payment which might have been made to the Service provider by CONCOR through inadvertence, error, etc., or any cause whatsoever from bills and from the security deposit or any other amounts due to him. In the event of any such recoveries / adjustments being made from the security deposit, the Service provider 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.

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

- (v) A claim for the services rendered under this contract shall be made by the Service provider 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 the respect thereof and shall not be entitled to any payment on account thereof.
- (vi) No claim in respect of under payment to the Service provider shall be considered valid or entertained unless a claim in writing is made thereof 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-month period, shall be liable to be summarily rejected by CONCOR.
- (vii) Payments for lab tests, if required, will be made on actuals against submission of original bills from the testing agency.

**7) Penalty :**

- (i) Any financial loss incurred by the CONCOR authority arising due to any procedural lapses on the part of the valuation shall be recovered by the CONCOR from the Service Provider.

**8) Unsatisfactory Service :**

- (i) In the event of unsatisfactory service or any failure at any time on the part of the Service provider to comply with the terms and provisions of this contract (such as delay in valuation/revaluation, leakage of information and any other) to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final). The Service Provider shall be liable to be fined upto Rs. 1,000/- (Rupees One thousand only) on every single occasion on the sole discretion of General Manager (Commercial & Operations), Container Corporation of India Ltd. North West Region, B- 301, SAKAR –VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380 009. An appeal may be preferred by the Service Provider addressed to the Chief General Manager, Container Corporation of India Ltd. North West Region, B- 301, SAKAR –VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380 009 for waiver of penalty. The decision of Chief General Manager, Container Corporation of India Ltd. who is fully empowered is final and binding. In the event of repeated instances of unsatisfactory service or any failure on the part of the Service Provider to comply with the terms and conditions of the contract, it shall be open to CONCOR to terminate this contract by giving thirty days notice. In the event of such termination of the contract CONCOR shall be entitled

- a. To forfeit the security deposit as it may consider fit,

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

b. To get the balance of work done by making an alternative arrangement as deemed necessary and

c. To recover from the Service provider any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such.

(ii) If the extra expenditure incurred as mentioned in para above is more than the security deposit, the expenditure over in excess of the security deposit may be recovered by deducting the said amount from pending bills of the Service provider or from money due to the Service provider by CONCOR under this or any other contract or otherwise. The Service provider shall have no claim whatsoever against CONCOR in consequence of such recoveries or termination of the contract as stated above.

(iii) The certificate of the CONCOR official incharge of the ICD/CFS/DCTs as to the sum payable to the service provider, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the Service provider.

**9) Exit Clause**

CONCOR will also have the liberty to seek a cause of termination of contract by serving an advance one (1) month notice against Service provider in case there are strong business reasons for it doing so as determined by its management.

**10) Execution of Work under CONCOR supervision**

The Service provider shall work in close consultation with and as per the guidance and directions of CONCOR.

**11) Illegal Gratification**

Any bribe, commission, gift or advantage given / promised or offered by or on behalf of the Service provider or his partner, agent or servant or any one of his or on their behalf to any employee (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 Service provider may incur, entitle CONCOR to rescind this contract and all other contracts with him. CONCOR shall also be entitled to hold the contract liable to pay to CONCOR any loss / damage resulting from such decision and to recover the amount for any money due to the Service provider in respect of this and all other contracts, between him and CONCOR. The Service provider shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

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 Managing Director of CONCOR in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

**12) Arbitration**

1. In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Managing Director, CONCOR. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such, he had expressed views on all or any of the matters in dispute or under reference.
2. Subject as aforesaid the provision of the Arbitration Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in-force shall apply to the arbitration proceeding under this clause.
3. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of his dispute. The Arbitrator may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
4. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Service provider shall be withheld on account of such proceedings.
5. The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
6. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
7. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
8. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
9. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

*Seal & Signature of Tenderer*

*Page 16 of 23*

*Tender for Valuation Contract of  
Cargo/ Containers at NWR*

13) **Subletting not Allowed**

The Service provider shall not sublet or otherwise assign or transfer the whole or any part of this contract. In the event of the Service provider contravening this, CONCOR shall be entitled to place the contract elsewhere on the Service provider's account, and at his risks and costs, and the Service provider shall be liable for any loss or damage which CONCOR may sustain in consequence or arising out of such replacing or the contract.

14) **General**

Any clarification regard to the meaning or intent or interpretations of any of the provisions of these terms and conditions required on any point shall be sought from Chief General Manager, North West Region, 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 him and his decision will be final and binding.

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

**CHIEF GENERAL MANAGER/  
NORTH WEST REGION**

**ANNEXURE - A**

**SCHEDULE OF RATES**

**VALUATION / REVALUATION :**

	Activity	Rs. In figures	Rs. In words
01	Lumpsum all inclusive rate for containers in case of FCL	_____ Per Container	Rupees _____ Only
02	Lumpsum all inclusive rate per package in case of LCL against each shipping bill or bill of lading. In case of homogeneous material in more than one package in the LCL containers/shipping bill or consignment, the material will be considered as LOT and rate per lot will be paid.	Rs. _____ per Package/Lot	Rupees _____ only
03	Rate for loose cargo like Scrap/obsolete assets, Left over, mop-up items from ICDs/CFSS such as pallets, patties, chocking materials etc. to be sold in Lots	Rs. _____ Per Lot.	Rupees _____ only

Note:

1. Above rates will be exclusive of Service Tax/GST applicable at prevalent rate.
2. CONCOR will not bear any incidental expenses like travel, stay, etc which may be incurred by the agency.

Name of the Service Provider with Address

*Seal & Signature of Tenderer*

*Page 18 of 23*

**ANNEXURE - B**

**FORM OF TENDER**

Tenderers are required to fill up all the blank spaces in the form of Tender.

To,  
The Chief General Manager,  
North West Region,  
Container Corporation of India Ltd.,  
B- 301, SAKAR –VII,  
Nehru Bridge Corner,  
Ashram Road,  
Ahmedabad – 380 009.

Sub : Tender No. \_\_\_\_\_ for conducting  
Valuation/Revaluation of unclaimed/ uncleared cargo/ containers, obsolete assets,  
scrap, damaged containers, domestic cargo etc. at various terminals of CONCOR,  
North West Region, Gujarat.

Sir,  
Having examined the terms and conditions of the contract, the scope/ description of  
work, we hereby offer to carry out the works mentioned in the scope of work in  
conformity with terms and conditions of the contract.

In the event of acceptance of our offer, we undertake to start the work with in 15 days  
from the date of receipt of work order.

Our offer shall remain valid for 120 days from the day of opening of tender. Ours / mine  
is a partnership / joint venture/ public limited / sole proprietary company.

We have assessed penalty clause as stipulated by CONCOR, and we agree to it.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature of the Tenderer \_\_\_\_\_ in the capacity  
of \_\_\_\_\_ duly authorized to sign Tenders for and  
on behalf of M/s \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Witness:

Occupation of Witness: \_\_\_\_\_

*Seal & Signature of Tenderer*

*Page 19 of 23*

**ANNEXURE - C**

**SERVICE AGREEMENT**

**JOB CONTRACT FOR VALUATION/REVALUATION OF UNCLAIMED/  
UNCLEARED CARGO/ CONTAINERS, OBSOLETE ASSETS, SCRAP,  
DAMAGED CONTAINERS, DOMESTIC CARGO, ETC. AT VARIOUS  
TERMINALS OF CONCOR, NORTH WEST REGION,**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_ (2010) by and between Container Corporation of India Ltd., New Delhi with its registered office at CONCOR Bhawan, C-3, Mathura Road, New Delhi -110076, represented by Chief General Manager, North West Region, Container Corporation of India Ltd., B- 301, SAKAR – VII, Nehru Bridge Corner, Ashram Road, Ahmedabad (hereinafter called CONCOR) of the one part and M/s. \_\_\_\_\_ represented by \_\_\_\_\_ (hereinafter called the **Service provider**, which term shall, unless excluded by or is repugnant to the context be deemed to include as heirs, representatives, successors and assigns of the licensee) of the other part.

Whereas the CONCOR requires the services of the Service provider for valuation / revaluation of entire unclaimed / uncleared import / export cargo ripe for auction / disposal under the provisions of Section 48 of Customs Act 1962 and in terms of directives of Government of India lying at ICD/CFS/DCTs of CONCOR, North West Region.

Whereas the CONCOR also requires the services of the Service provider for valuation/re-valuation of entire unclaimed/uncleared domestic cargo/damaged containers, obsolete assets, scrap ripe for auction / disposal as per the requirements from time to time.

And whereas the Service provider has agreed to provide the subject work on the scope of work and terms and conditions mentioned hereinafter and more fully described in the tender document at the rates accepted by CONCOR and set out in Annexure 'A' annexed and the CONCOR has agreed to accept the same on the scope of work and terms and conditions, annexed to this agreement as Chapter 'III & IV'.

Now, therefore, in consideration of the rates and terms and conditions set out, the CONCOR and SERVICE PROVIDER agree as follows:

- i) This agreement shall be deemed to commence from \_\_\_\_\_ and shall continue to be in force till \_\_\_\_\_. The time will be the essence of this agreement. The agreement may be determined by the CONCOR by giving to the Service provider thirty days notice of its intention to terminate the same without assigning any reasons.

**Tender for Valuation Contract of  
Cargo/ Containers at NWR**

- ii) The schedule of rates, scope of work and terms and conditions incorporated in Annexure 'A' and chapter III & IV shall be deemed to be part and parcel to this agreement and the Service provider shall be bound by the same.
- iii) In consideration of the Service provider executing the said job within the time stipulated the CONCOR shall pay to Service provider valuation charges per container / consignment irrespective of its weight, size, shape and contents as per schedule of rates at Annexure A. Service Tax applicable as per rules will be reimbursed in addition to the agreed fees. However, TDS as applicable, will be deducted from the bills.
- iv) The general terms and conditions in the Tender document are also terms and conditions of this agreement. CONCOR and the Service provider shall be bound by said terms and conditions.

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

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

**SERVICE PROVIDER**

**CHIEF GENERAL MANAGER/  
NORTH WEST REGION  
For and on behalf of  
Container Corporation of India Ltd.**

**WITNESS**  
(NAME, SIGNATURE  
SIGNATURE  
& ADDRESS)

- 1. ....  
.....  
.....
- 2. ....  
.....  
.....

**WITNESS**  
(NAME,  
& ADDRESS)

- 1. ....  
.....  
.....
- 2. ....  
.....  
.....

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

**Annexure – D**

**UNIT :** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Physical Inventory Report for uncleared/unclaimed cargo/containers:**

- Container No. : \_\_\_\_\_
- Cargo Description: \_\_\_\_\_
- No.of Package/Gr.Weight: \_\_\_\_\_ / \_\_\_\_\_
- Container Arrival Date: \_\_\_\_\_
- Cargo Arrival Date: \_\_\_\_\_
- Carting Order Ref No: \_\_\_\_\_
- Nature of Cargo : (a) Edible / Non-Edible  
(b) Hazardous / Non-Hazardous
- Cargo Expiry Date, if any: \_\_\_\_\_

**LIST OF DOCUMENT**

1. SMTP/IGM/EGM
2. Bill of Entry/Shipping Bill
3. Invoice/Beejuck
4. Packing List
5. Bill of Lading
6. Cargo carting sheet/Tally Sheet
7. Carting/Arrival time Survey Report
8. Stuffing/destuffing sheet
9. Documents related to the consignment such as technical Specification, lables, MSDS (Material Safety Data Sheet) for dangerous goods
10. Proof of ownership of cargo
11. Surveyor Report with container/cargo condition
12. Damage report in case of damaged cargo
13. Space occupied by cargo (in Sq.mtrs) & whether lying in hired area/General Space: \_\_\_\_\_
14. Any other relevant Details: \_\_\_\_\_

**Terminal Manager/Incharge**

*Seal & Signature of Tenderer*

**Valuer/Service Provider**

*Page 22 of 23*

**Annexure – E**

**UNIT :** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Proforma Valuation Report for uncleared/ unclaimed Cargo/containers:**

1. Inspection Date :
2. Date of Arrival of Cargo/Container:
3. Importer's Name & Address :
4. Bill of Entry/Bill of Lading/IGM/Shipping Bill/Airway Bill No./File No :
5. Container No. & Size /Cargo Details:
6. Description of Cargo:
7. Nature of Cargo:
8. Quantity Declared :
9. Total Quantity available on the day of Inspection:
10. Gross Weight :
11. Net Weight :
12. C.I.F. Value:
13. Brand/Country or Origin:
14. Estimated/ Residual Shelf Life/ Date of Expiry :
15. Condition of Packaging:
16. Percentage of Goods Damage(%) :
17. Basis of Valuation :
18. Destuffed/In Container:
19. LCL/FCL :
20. Location of Cargo/Container:
21. Remarks.

**Valuer**

*Seal & Signature of Tenderer*

*Page 23 of 23*