



भारतीय कंटेनर निगम लिमिटेड
Container Corporation of India Ltd.
(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

Tender Notice No.: CON/NR/TC/Container Management Services at TKD/2010.

Sealed Tenders are invited for providing Professional services for Survey of Container/Cargo and inventory Management for Terminal at ICD/Tughlakabad, ICD /Ballabgarh & Ancillary Facility.

EMD: Rs.1,95,000/-, Contract Period: 2+1 Years, Last Date & Time of Submission: upto 15:00 hrs on 24.09.2010, Opening: 15:30 hrs on 24.09.2010: Availability of Tender Document including place of Tender submission & its opening: Office of Executive Director, NR, Container Corporation of India Ltd., Inland Container Depot, Tughlakabad, New Delhi –110 020.

The sale of tender document shall start from 3.09.2010 to 23.09.2010 from 10:00 hrs to 16:00 hrs on all working days. The tender document is available in person or by post against payment of Rs 2,500/- + 5% Sales Tax in form of DD in favour of 'Container Corporation of India Ltd.' payable at New Delhi.

The tender document can also be downloaded from the website of CONCOR, www.concorindia.com or a bidder may contact the undersigned at above address for the same or any other details.

Executive Director/NR



**CONTAINER CORPORATION OF INDIA
LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
NORTHERN REGION**

TENDER DOCUMENT

FOR

**PROVIDING PROFESSIONAL SERVICES FOR
SURVEY OF CONTAINERS AND CARGO AND
INVENTORY MANAGEMENT**

AT

**INLAND CONTAINER DEPOT,
TUGHLAKABAD, BALLABHGARH & ANCILLIARY
FACILITIES**

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TENDER FORM

REF.: TENDER FORM PRICE: Rs. 2500/- + 5% D.VAT.

TENDER FOR THE CONTRACT OF HIRING PROFESSIONAL SERVICES FOR SURVEY OF CONTAINERS & CARGO AND INVENTORY MANAGEMENT AT ICD/TUGHLAKABAD, ICD/BALLABHGARH & ANCILLARY FACILITIES FOR A PERIOD OF 24 MONTHS FROM THE DATE OF AWARD OF CONTRACT.

1. Serial number assigned to the Tender Form: -----
2. Date of Sale / Issue: -----
3. Name of the Applicant to whom the Tender Form was sold/issued: -----
4. Full Address of the Applicant: -----

5. Sealed Tender Forms should be received up to 15:00 hrs. on 24.09.2010
6. Tenders containing Pre-qualification bids will be opened at ICD/TKD at 15:30hrs on 24.09.2010

Office Seal

Full Signature of the Official Issuing Tender Form

Name in Block Letters-----

Designation -----

Notes/Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.

Signature of the Tenderer

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- (iii) Each folio of Tender Document shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Executive Director, Container Corporation of India Limited, Inland Container Depot, Tughlakabad, New Delhi on or before 15:00 hrs. on 24.09.2010

CHAPTER I

INSTRUCTIONS TO THE TENDERERS

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. It invites tender from eligible parties for the **Tender for providing Professional services for Survey of cargo/containers and Inventory Management for CONCOR Terminals at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary facilities.** Tenderers must read these instructions before filling the tender.

1. Bids are required to be submitted in two separate sealed envelopes. The first sealed envelope should contain all the documents listed below in para 6. This envelope should be clearly superscribed as: **“Pre-qualification Bid for Tender for providing Professional services for Survey of cargo/containers and Inventory Management for CONCOR Terminals at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary facilities”**.
2. The second sealed envelope should contain only duly filled & signed **“Schedule of Rates”** in format given in Annexure-IV. Each page of the **“Schedule of Rates”** should be signed by authorized person of the company/firm. This envelope should be clearly superscribed as **“Financial Bid for Tender for providing Professional services for Survey of cargo/containers and Inventory Management for CONCOR Terminal at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary facilities”**.
3. Both the sealed envelopes should thereafter be sealed in one envelope and superscribed as **“Tender bids for providing Professional services for Survey of cargo/containers and Inventory Management for CONCOR Terminal at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary Facilities”**. The said envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the Executive Director, Container Corporation of India Ltd., Northern Region, on or before 15:00 hrs. on 24.09.2010 or sent by mail/post to reach on or before the said date and time of the aforesaid office.
Note: (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).
4. The bids will be taken out from the box at 15:30 hours, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.

5. Only the envelope containing the **“Pre-Qualification Bids”**, will be opened at 15:30 hours on 24.09.2010. The Pre-Qualification Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. The envelopes containing the **“Financial Bids”** of only those tenderers, who qualify after consideration of the **“Pre-Qualification Bids”**, will be opened on a subsequent date and time, to be notified to the qualified tenderers only.

6. **“Pre-bid Qualification”** bid will contain all the following documents except **“Schedule of Rates” (Annexure IV)**:
 - a) Crossed Demand Draft of Rs. 1,95,000/- in favour of ‘Container Corporation of India Limited’, payable at New Delhi, towards Earnest Money Deposit.
 - b) Experience Certificate for Survey of import/export cargo and ISO/DSO containers of 3600 TEUs, in original or notarized copy as stipulated in Chapter II, Para 2.1 (i) in the format specified in Chapter II, Para 2.1 (ii).

Note: (Existing contractors of CONCOR can submit photocopies of Experience Certificate issued by CONCOR).
 - c) Documents indicating ongoing contracts in hand, if any.
 - d) Documents regarding financial standing of the firm/company signed by Chartered Accountant as per requirement of Chapter II, Para 2.2.
 - e) Documents regarding constitution of the firm/company.
 - f) Power of Attorney, if required.
 - g) Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.
 - h) Copy of PF and ESIC registration in the same name in which he is submitting his offer.
 - i) Valid IICL certificates for supervisors proposed to be deployed at the terminals.
 - j) License to act as Contractor/loss assessor under the Insurance Act, 1938.

7. The tender document, comprising all the chapters along with rate quotation as per format given in Annexure-IV, should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer, must be submitted on or before 24.09.2010 at 15:00 hours

at ED's/NR Office, Container Corporation of India Ltd., Northern Region, Inland Container Depot, Tughlakabad, New Delhi.

8. This document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.
9. The tender document may be downloaded from CONCOR's website www.concorindia.com and same may be submitted, along with the cost of tender document by way of Demand Draft in favour of 'CONTAINER CORPORATION OF INDIA LIMITED' payable at New Delhi, and an undertaking on the Company's letter head that "no amendments have been made in the tender document downloaded from the internet, at the time of submission of tender document." In case of non-submission of cost of tender document, the tender shall be liable for rejection.

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

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

Executive Director / Northern Region
Container Corporation of India Ltd.

CHAPTER II TENDER CONDITIONS

1. BONAFIDE OFFERS:

The tenderer should be an experienced and financially capable bona-fide container/cargo Contractor, which shall mean an entity:

- (a) The tenderer should possess license to act as Contractor/loss assessor under the Insurance Act, 1938. The license in the name of Proprietor/Partner/Director of the firm/Company may also be accepted.
- (b) having required previous experience as specified in para 2.1 below.
- (c) having sound financial standing as described in para 2.2 below.
- (d) having adequate no. of technically/professionally qualified personnel with him to manage the survey work efficiently. The successful tenderer will be required to deploy at least one supervisor in each shift (with base at ICD/TKD), who has a valid ICL certificate. The tenderer must submit the list of supervisors (with their valid ICL certificates) whom he proposes to deploy at the Terminals.
- (e) Meeting all other requisites laid down in this chapter elsewhere.

2. ELIGIBILITY CRITERIA:

2.1 EXPERIENCE:

- (i) **SURVEY OF CONTAINERS** :-The tenderer must be an experienced and qualified licensed Contractor having minimum 02 years experience in the work of survey of import/export cargo and ISO/DSO containers of at least 3600 TEUs per annum during any two of the previous four financial years i.e. 2006-07, 2007-08, 2008-09 & 2009-10. Experience should be supported with copies of work order/experience for having worked as Contractor with any of the organisations of following type:
 - i) Any Major Port Trust
 - ii) ICDs/CFSs owned by CONCOR/CWC/Central or state Public Sector Undertaking/Private operator.
 - iii) Cargo terminals managed by Airports Authority of India.
 - iv) Shipping Lines

The experience certificate should be in form of having rendered services satisfactorily. Tenders received without proof of such experience will be summarily rejected.

The tenderer should also submit documents to give proof of his having adequate number of qualified personnel for survey work on permanent basis to manage survey work efficiently.

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

(ii) EXPERIENCE CERTIFICATE

All the prospective bidders are expected to submit their experience in the following format:

(On the letter head of the Company issuing the certificate)

“This is to certify that M/s. _____ have worked as our Contractor for the work of survey of ISO/DSO containers. They have rendered services satisfactorily.

The details of containers surveyed by them during the previous _____ years have been as under:

S.No.	Year	No. of containers Surveyed	Place of work
1			
2			
3			
4			

Date:

Signature
Name
Designation of signing authority
Seal of the Company”

2.2 FINANCIAL CREDIBILITY:

- (i) **Turnover:** The tenderer should have achieved a minimum turnover of Rs. 14,50,000/- (Rs. Fourteen Lacs Fifty Thousand Only) per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of four financial years 2006-07, 2007-08, 2008-09 & 2009-10 in the same name/firm composition in which he is applying for this tender.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years 2006-07, 2007-08, 2008-09 & 2009-10 should be duly attached. However, un-audited reports/Chartered Accountant's Certificate for current year (FY 2009-10) shall be accepted.

- (ii) **Networth:** The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet.

3. EARNEST MONEY DEPOSIT:

- 3.1 Each tenderer shall be required to deposit a sum of Rs. 1,95,000/- (Rs. One Lakh Ninety Five Thousand only) as Earnest Money along with the Pre-Qualification Bid in the form of a crossed Demand Draft made out in favour of "Container Corporation of India Ltd." payable at New Delhi, and valid for a minimum period of six months from the date of issue. No interest shall be allowed on the Earnest Money deposited. The document submitted without EMD will be summarily rejected.

- 3.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.

- 3.3 The tender document submitted without EMD will be summarily rejected.

- 3.4 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

- 3.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

4. CONSTITUTION OF THE FIRM

- 4.1 The tenderers, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 4.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 4.3 CONCOR may recognize changes in Power of Attorney and related documents after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.
- 4.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/document.
- 4.5 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing Director or by a duly authorised person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

5. VALIDITY OF OFFER

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the date of opening of the tender, unless extended further with mutual consent.

Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR, and CONCOR can take recourse to other legal remedies in terms of the contract.

6. QUOTING OF RATES

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

7. ACCEPTANCE OF TENDER

- 7.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority Director (IM&O) of Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender.
- 7.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 7.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 7.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 7.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR is also not bound to give the reasons for such disqualification.

7.6 CONCOR also reserves the right to:

- a) Award the work partially, if deemed fit by the Competent Authority, in the financial/business interest of CONCOR.
- b) Overlook any bidder who is in the same line of business and competing with CONCOR.
- c) Bypass any bidder blacklisted by any Government / Semi Government body or PSU.
- d) Seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.
- e) Accept or reject any or all of the pre-qualification / financial bids in part or full.

8. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the ED/Northern Region, Container Corporation of India Ltd., Tughlakabad in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CONCOR's office and start the work within (30) thirty days of issue of LOI or by the date communicated by the respective ED/NR, whichever is later. Failure to do so shall constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. ED may extend the time for execution of Agreement or starting the work by 15 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

9.0 SECURITY DEPOSIT

9.1 The successful tenderer will be required to furnish a security deposit of Rs. 8,05,000/- (Rs. Eight Lakh Five Thousand Only) towards successful

performance under this contract within 15 days from the date of communication of award of contract in his favour by CONCOR.

- 9.2 The security deposit may be submitted in any of the following forms with validity of two years six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any 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 /Pay Orders.

Note :

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
 - (b) The National Saving / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. 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) ED may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.
- 9.3 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 ED, 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.
- 9.4 In case the contract is extended for further period of one year, as provided in Para 11 of Chapter II, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.

- 9.5 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.
- 9.6 The security deposit referred to above may be forfeited to 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.

10. REFUND OF SECURITY DEPOSIT

- 10.1 The security deposit shall, subject to any deductions that may be made therefrom, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Terminal Manager.
- 10.2 In the event of any dispute arising between CONCOR and Contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the Contractor singly or jointly with others and CONCOR, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The Contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.

11. PERIOD OF CONTRACT:

- 11.1 The contract shall be awarded for a period of two years from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one year in case it considers

it necessary. The extension shall be granted on the basis of mutually agreed rates, terms and conditions.

- 11.2 No request for any change in rates will be entertained during the pendency of the contract.
- 11.3 The date of start of physical work by the contractor, shall be treated as the date of commencement of contract.

12. SERVICE DURING POST CONTRACT PERIOD

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (4) four months or till alternate arrangements are made, whichever is earlier.

CHAPTER III

SCOPE OF WORK (SURVEY)

1. **PREAMBLE:**

Container Corporation of India Ltd. (hereinafter referred to as CONCOR) is engaged in providing logistics to import and export trade. CONCOR operates a large network of ICDs, CFS etc. all over the country. CONCOR also undertakes rail and road transportation of containers. The successful tenderer (hereinafter referred to as Contractor) is required to provide services for survey of containers of containers/cargo at ICD/Tughlakabad, ICD/Ballabgarh and its ancillary facilities at Power Cabin (PRC/new PRC), NMS, CCI and other ancillary empty terminals under ICD/TKD. Inventory Management, however will be limited to ICD/TKD and its ancillary facilities.

2. **DESCRIPTION OF WORK BEING CARRIED OUT AT CONCOR'S TERMINALS:**

CONCOR deals with import/export clearance and rail/road transfer of loaded/empty containers. The import containers are received at ICD/CFS either by road or by rail. The export containers are dispatched by rail/road. Export containers are stuffed either at CONCOR terminal or in the factories. Empty containers are received for either by rail/road or for sending to other destinations.

The successful tenderer referred to as "Contractor" henceforth, will be required to provide following professional services under the contract:

2.1 **SURVEY OF CONTAINERS (ICD/TKD, ICD/BVH and Ancillary Parks):-**

2.1.1 Carry out external survey of all containers upon their arrival/dispatch by road/rail and prepare and submit a shift wise/train wise report in a format containing following details for each container:

(a) **Rail Movement** : Train No., name of destination/originating station date and time of placement /removal, wagon no., container no., size, seal no., and type of container, shipping line details, line seal/customs seal.

Presence/absence of tarpaulins or other accessories depending on the type of containers such as open top/hard top/reefer should be recorded.

Road Movement : Details of the arrival/dispatch/destination/originating station/container no., size, type details of the trailer, details of the seal no. and

category, tarpaulin details or any other accessories depending upon the type of containers.

- (b) Seal condition (Whether sealed–o.k. or broken/open). In case of sealed containers, seal numbers and logo of the seal, i.e., Customs/shipping line (with name)/CONCOR etc. must be recorded. It will be duty of Contractor to bring to the notice of CONCOR/security in-charge of gate about any import/export containers found with defective/tampered/missing seals. The Contractor shall get the container released as per the directions issued by CONCOR immediately.
 - (c) Condition of container as per survey (O.K/Damaged). In case container is found damaged on arrival at the gate/rail side, Contractor shall make the necessary note of the damage and have such a report signed by the CONCOR gate staff and the driver of the vehicle. Such a container should be surveyed in detail preferably within 24 hours along with Contractor of the concerned shipping line/agent. The damage report must be presented in the recognized EIR format along with an estimate of repair. All damaged containers shall be photographed by the Contractor for which no additional payment will be made.
- 2.1.2 Conduct and carry out internal survey of containers before stuffing of export cargo/after de-stuffing of import cargo, whenever asked. A report will have to be submitted in respect of each such container in the manner required by the terminal in-charge.
 - 2.1.3 Carry out detailed cargo survey including labeling the lots at time of stuffing of export cargo/de-stuffing of import cargo at ICD, whenever asked. Contractor will have to undertake preparation of tally sheets, scrutinize cargo conditions etc. along with survey of containers. The Contractor may also be asked to carry out survey for reworking of containers whenever directed by CONCOR officials.
 - 2.1.4 Carry out survey of Reefer containers including inventorying of all parts, as per check list format to be provided by CONCOR, at time of their arrival/exit in/from ICD.

2.2 WORK OF INVENTORY MANAGEMENT (ICD/TKD & its ancillary parks):

- 2.2.1. Perform specialized inventory management services in ICD/TKD as per requirement of CONCOR. The works would include recording details of container shifting within the yard by the equipments, loading and unloading of containers from/to the rail wagons and other Inventory Management in the yard. CONCOR has provided handheld terminals (HHT's) for feeding of container locations synchronizing with the handling being performed by the gantry cranes/reach stackers. These HHTs are to be used with care. CONCOR may upgrade or replace

these HHT's by a technologically more advanced device for this purpose. On an average 5 (five) moves per container are to be recorded at ICD/TKD yard whereas in case of ancillary facilities (empty parks), the average 2 (two) moves per container i.e. Gate-in and Gate-out are to be recorded. However, this may increase or decrease and the contractor is required to provide services for recording each and every move of the machine to ensure proper tracking of the inventory through the HHTs/Devices. In case of non-availability of the HHT's/Devices, the moves will be recorded manually in a data sheet and subsequently updated in the computer system. The number of cranes working at ICD/TKD is given as under :-

Cranes	No. of cranes Working*
RMG	2
RTG	6
Linde (Loaded)	10
Kone (Loaded)	6
RST (Loaded)	3

* The number of cranes may increase or decrease. The contractor is required to deploy resources accordingly. This shall not be a reason for dispute and no claims or compensation shall be entertained by CONCOR in this regard.

- 2.2.2 Contractor will be required to provide services for operation of data entry services at In-gate and Out-gate for recording the movement of empty and loaded trucks and trailers and updating container status on arrival/exit.
- 2.2.3 The contractor will be required to provide services for specialized works in ancillary terminals for up-dation of container status at the time of arrival/departure in the system.
- 2.2.4 The contractor will have to work in close liaison with other contractors/agencies as per instruction of CONCOR for maximizing productivity of equipments/machines. The contractor will also attend to the following miscellaneous works and ensure the following:
- a) Containers will be unloaded as per extant instructions at nominated location.
 - b) Priority among job orders should be complied by operator and the machine put under his charge accordingly. Special attention to ODR (Old Dated Containers)/containers in same Shipping Bill should be given while loading/handling export as well as import containers as per specific instructions given to the operators.
 - c) The operators will keep special watch on breakdown of machines and keep record.
 - d) The operators will also record correct details of trailers nos. in the HHT's/Devices.
 - e) The operator attached to the handling equipments will take special note in case

container is damaged while handling by any machine and report the matter to the Operations-in-charge through the supervisor before change of shift.

2.2.5 To summarize, the ICD system up-dation includes:

1. Rail in/Rail out of containers as well as Gate in/Gate Out of containers/vehicles at ICD/TKD, needing on an average 5 (five) inventory up-dation per container.
2. Internal shifting within the ICD/TKD yard.
3. For ancillary terminals, the system up-dation involves Gate in/Gate out of containers i.e. on an average 2 (two) inventory up-dation per container.

2.2.6 For the purpose of payment, the number of rail in/rail out containers at ICD/Tughlakabad and number of Gate-in/Gate-out containers handled at ancillary terminals only will be considered as per rates quoted for SOR item sr. no. 6 & 7, irrespective of the other activities/entries listed in Scope of Work (para 2.2) for Inventory Management.

3. INCIDENTAL WORK: The following are some of the incidental works which the contractor is required to perform in addition to the above activities. These activities are not regular in nature, contractor is required to quote the rate keeping in view these activities :-

- a) In the course of carrying out the work indicated above, the contractor may also be required to perform other incidental tasks such as physical inventory of all the containers lying at ICD and produce a report containing container nos., condition (loaded/empty/damaged), stack location seal status, Number, carrying capacity on a periodic basis as instructed by the terminal in charge, for which no separate payment will be made.
- b) The survey report for containers/cargo surveyed within the terminal shall be handed to CONCOR in the same shift. In case of surveys carried out outside the terminal premises the report shall be handed over to CONCOR on the following day. However in all cases where shortages/Damages are detected, the Contractor shall inform Terminal Manager of the same and obtain his instructions if any prior to finalization of the survey report.
- c) Open/Assessment delivery of cargo at factory/terminal to be carried out as per the requirement of CONCOR.
- d) In rare cases, photograph need to be taken for which no additional payment shall be made. The Contractor must keep a digital camera for this purpose.
- e) Affixing of stickers for the nominated port as per instructions of CONCOR.
- f) Submitting daily/weekly/fortnightly/monthly reports to CONCOR staff. Prepare & give detailed special reports when required to deal with cases like claims, etc.
- g) Any other job pertaining to survey of cargo/containers assigned by CONCOR time to time.

4. SCHEDULE OF QUANTITIES:

The quantities indicated in Schedule of Rates (Annexure IV) are only an approximate estimate of the monthly **volume** expected under various heads of activities and shall not form the basis of any dispute whatsoever.

CHAPTER IV

TERMS AND CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

- 1.1 The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. CONCOR manages and operates the ICD at Tughlakabad & Ballabhgarh (hereinafter referred to as ICD/TKD & ICD/BVH). The contractor to be appointed shall be the Contractor responsible for Survey of containers/cargo at ICD/TKD as per the details given in Chapter III on “Scope of Work”
- 1.2 The above activities and movement will be as directed by and under control of Container Corporation of India Ltd., Inland Container Depot, Tughlakabad.
- 1.3 The contract, which may emanate from this tender document, shall be governed by the Terms & Conditions as contained in this chapter and also the other provisions as contained in the other chapters and annexure forming a part of this tender document. This tender document shall be the sole repository of the Terms and Conditions of the contract.

2.0 LOCATION OF THE TERMINAL AND ITS BUSINESS HOURS

- 2.1 The terminal is located at Tughlakabad. The terminal comprises of Administrative Building, Warehouses, railway tracks, paved container stacking area and a gate complex.
- 2.2 The ICD follows business hours from **10:00 hours to 22:00** hours every day for public dealing. The work of Survey of containers/cargo and Inventory Management will continue all round the clock, round the year as per directions of the CONCOR management from time to time.

3.0 DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

- 3.1 The Contractor must own or have at his disposal the requisite trained personnel for his contractual work as described below:
- 3.2 The contractor shall provide adequate number of trained supervisors and other workers (shift wise) at all the desired operational points at ICD & Empty Parks to ensure proper Survey of containers/cargo and Inventory Management, including performance of incidental and general services, expeditiously and to the satisfaction

of CONCOR officials. The container terminal's in-charge shall have the final say in the matter. All staff to be deployed will have to have police verification.

- 3.3 The official, in-charge of the ICD, shall be at liberty to object to and require the contractor to remove forthwith from the ICD any person employed by him if, in opinion of Chief Manager/ICD in-charge, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of in-charge shall be unquestionable and final and the contractor shall be under obligation to replace such a person.
- 3.4 All workers and/or personnel employed by the contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death, etc. The contractor shall indemnify CONCOR against liabilities arising out of the contractor's obligations on this account.
- 3.5 It shall be the duty of Contractor to acquaint himself and his staff with all safety regulations regarding all types of containers and cargo (including Red Tariff, IMCO/IMDG classification, etc) while being surveyed. The safety requirements mentioned in above goods as applicable by laws, rules and regulations should be followed at all time by the Contractor.
- 3.6 Survey personnel shall ensure before allowing any container/cargo out of CONCOR premises that they carry valid gate pass issued by CONCOR staff.
- 3.7 The data entry personnel must be deployed in all the three shifts on every crane as mentioned in Scope of Work without fail everyday.
- 3.8 The data entry personnel deployed must be trained in use of computers. All the staff deployed for feeding of data through hand held terminals/PCs should have minimum inter qualification (12th pass). CONCOR, MIS department will provide some basic training to the staff for feeding data into the handheld terminals. The contractor will be held responsible for any damage/loss to the equipment and suitable penalties will be levied. Contractor will also be held liable for wrong feeding of data resulting in untraceability of containers.
- 3.9 The survey personnel posted at the terminal shall fully acquaint themselves of the system of working at all places in the terminal, including at the gate, rail side, the import/export warehouse. They shall maintain proper record in the prescribed Proforma or registers.

3.10.1 The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments /modifications :-

- I. The Payment of Wages Act, 1936.
- II. The Factory Act, 1948.
- III. The Workmen Compensation Act, 1923.
- IV. The Employees Provident Fund Act, 1952.
- V. The Contract Labour (Regulation and Abolition) Act,1970; Rules 1971.
- VI. The Payment of Bonus Act, 1965.
- VII. The Payment of Gratuity Act, 1972.
- VIII. The Equal Remuneration Act, 1976.
- IX. The Employees State Insurance Act, 1948.
- X. The Industrial Disputes Act, 1947.
- XI. The Employment of Children Act, 1938.
- XII. The Hours of Employment Regulations.
- XIII. Regulation of Employment and Welfare Act, 1969.

3.10.2 The Contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in CONCOR's facility.

3.10.3 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CONCOR due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CONCOR shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CONCOR to the contractor whether under the particular contract or otherwise, CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.

- 3.10.4 The contractor shall pay not less than the minimum wages to the labourers/ workers engaged by him for the work, the minimum wage being the wage including the allowances notified at the time of inviting tenders or as notified from time to time by the competent authority for the work, and where not notified the wages paid for similar work in the neighbourhood. The labour wages and allowances shall not be less than those prescribed by any provincial law etc. The contractor shall keep a proper record of such payment and submit a certificate every month to CONCOR of his having done so.
- 3.10.5 If CONCOR shall at any time consider the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.
- 3.10.6 A notice showing the rates of wages to be paid to workers shall be published by the contractor and exhibited prominently near the place of work and should be made easily accessible to all workers.

3.11 EMPLOYEES PROVIDENT FUND & ESI.

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

4.0 LICENCE/PERMISSION/REGISTRATION

- 4.1 Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or CONCOR as and when required. The contractor

shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for employees or workers engaged by him. These charges shall be borne by the contractor. No claim for reimbursements, made against CONCOR by Contractor shall be entertained by CONCOR.

5.0 SAFETY

- 5.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding the survey of all type of containers/cargo. The contractor shall follow the safety requirements mentioned in this Chapter and as applicable by laws, rules and regulations all the time during the period of contract.
- 5.2 The contractor shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out the work operations as required by the contract.
- 5.3 CONCOR will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CONCOR is to incur any liability, the same will be recovered from the contractor.

6.0 UNSATISFACTORY PERFORMANCE AND PENALTIES THEREOF :-

Various sub paras 6.1 to 6.7 below define the parameters of acceptable levels of service expected to be rendered by the contractor and the penalties/fines associated with unsatisfactory compliance of orders and failure of contractor to maintain these levels would tantamount to unsatisfactory performance. Further, depending on operational and commercial requirements, CONCOR shall be free to determine from time to time, the additional levels of satisfactory performance for various activities, which will be required to be carried out as fulfillment of this contract.

FOR SURVEY WORK

- 6.1 The Contractor shall work in close consultation with and as per the guidance and directions of CONCOR. The different types of work required to be executed on day to day basis will be advised to Contractor in any manner as deemed fit by the official in charge of the terminal.
- 6.2 It is expected that the container survey will carry out the work diligently and carefully. Any instances of aberrations to this will be viewed as instances of unsatisfactory performance punishable by maximum of upto Rs.5000/- per instance. In addition, to ensure that any mistake committed by the Contractor or his staff does not result in a loss to CONCOR, CONCOR will hold the Contractor liable as per the following:-

- a) Any lapse on the part of the Contractors in the discharge of their duties which may result in monetary loss or loss of reputation to CONCOR will result in imposition of penalties at the discretion of the competent authority.
- b) Any financial loss incurred by the CONCOR authority arising due to any procedural lapses on the part of the Contractor shall be recovered by the CONCOR from the Contractor.
- c) In the event of any incurrence of wharfage/demurrage/detention or other charges due to the negligence and commissions and omissions on the part of the Contractors, the same charges will be recovered from the Contractor's Bill.
- d) The liability for each error under (a), (b) & (c) above will be limited to Rs.50,000/- per container or the actual loss suffered by CONCOR, whichever is less.

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

6.4 In case of booking of cargo on clear Inland Way Bill receipt, if there is any shortage in cargo at destination or any damages to cargo on account of Water leakage, the Contractor will be liable to pay damage preferred by the Consignee.

6.5 In the event of contractor's employees going on strike which would include what is understood as a sit-in strike or if there is suspension or delay of work due to non-availability of staff or any other cause, or if the progress of the work is affected due to shortage/inadequate provision of staff or any other cause or failure on the part of the contractor to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to recover penalties and fines mentioned above and also to carry on the work under this agreement through any other agency or by engaging staff directly for the work and all expenses incurred/liabilities earned 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 referred to above in the clause "Security Deposit".

FOR INVENTORY MANAGEMENT :-

- 6.6 The data entry operator shall work in close consultation with and as per the guidance and directions of CONCOR. The different types of work required to be executed on the day to day basis will be advised to data entry operator in the form of 'Job Orders' or in any other manner deemed fit by the official in-charge of ICD. Priority

instruction will be given by CONCOR supervisor on job order compliance. These should be strictly adhered to.

- 6.7 It is expected that the contractor will carry out the work diligently and carefully. Any instances of aberrations to this will be viewed as instances of unsatisfactory performance punishable by maximum of Rs.5000/- per instance. In addition, to ensure that any mistakes committed by the contractor or his staff does not result in a loss to CONCOR, CONCOR will hold the contractor liable and impose penalty as deemed fit.
- i) The following methodology will be used to measure the unsatisfactory performance of the contractor in day to day operations.
 - a) Any container left unconnected without proper stack location after unloading at rail-side (RS).
 - b) Any container left unconnected without proper stack location after arrival through In-Gate (IGT).
 - c) Any import loaded container shifted from yard to import ware house for examination but untraceable at the destination.
 - d) Any empty container shifted from yard to export ware house for stuffing but untraceable at the destination.
 - e) Any export loaded container shifted from export ware house to yard or rail-side but untraceable at the destination.
 - f) Any container not available at the proper stack location mentioned in the system.
 - g) Any container physically shifted but data not captured/entered in the PC/Handheld terminal or vice versa
 - h) Any mistake in data entry leading to delay in normal work/ Customer dissatisfaction.
 - i) Any equipment or location left unmanned, causing loss/delay in normal working.
 - j) Any undue delay in data capture/recording, or submission of records.
 - (ii) The operation of handheld terminals is a critical component of ICD operations. Untraceability of containers as a consequence of wrong feeding of data in the handheld terminals will be viewed as an instance of unsatisfactory performance and will invite penalty depending on the gravity or continuity of such errors.
 - (iii) The contractor will compensate CONCOR for any damage caused to the handheld equipments while utilizing such equipment and will be required to meet the replacement cost of the terminal, if it is lost/damaged beyond repair.
 - (iv) Any lapse on the part of the contractors in the discharge of their duties which may result in monetary loss or loss of reputation to CONCOR will result in imposition of penalties at the discretion of the competent authority or any other course of action as deemed fit by CONCOR.

- (v) Any financial loss incurred by the CONCOR authority arising due to any procedural lapses on the part of the contractor shall be recovered by the CONCOR from the contractor.
- (vi) In the event of any incurrence of wharfage/demurrage or any other charges due to the negligence and commissions and omissions on the part of the contractor, the same charges will be recovered from the contractor's Bill.
- (vii) The liability for each error under (iii), (iv), (v), (vi) & (vii) above will be limited to Rs.50,000/- per container or the actual loss suffered by CONCOR, whichever is less.
- (viii) In the event of serious instances of unsatisfactory working, CONCOR shall have rights to get the work done by some outside agency at the sole risk & cost of contractor. In such instances, it will recover the expenditure made by it from the contractor's bills, and if necessary, also from security deposit or other moneys due to contractor under this or any other of his contract with CONCOR at any other terminal.
- (ix) Any lapse on the part of the Data entry operator in the discharge of their duties which may result in monetary loss or loss of reputation to CONCOR will result in imposition of penalties at the discretion of the competent authority.

7. WAIVER OF PENALTY :

The Contractor can prefer an appeal to ED/NR, CONCOR on the penalty. ED/NR may consider waiver of the said charges depending on circumstances of each case. This will in no way establish a right on the contractor for waiver. CONCOR reserves the right to either allow full/partial waiver of the penalty or reject the case.

8. TERMINATION OF THE CONTRACT

- 8.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall also be open to CONCOR to terminate this contract by giving not less than 30 days notice in writing to that effect and if the contractor, does not within 30 days after receipt of such notice, makes good his default, CONCOR shall be entitled to terminate the contract as a whole or in part.
- 8.2 In the event of such termination of the contract, CONCOR shall be entitled to:
 - (a) forfeit the security deposit as it may consider fit;
 - (b) get the balance/*remaining* work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new Contractor; and

- (c) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 8.3 The certificate of the CONCOR Official, Incharge of the ICD as to the sum payable to the contractor, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.

9.0 PAYMENTS

- 9.1 Subject to any deductions, which CONCOR will be authorised to make under the terms and conditions of this contract, the contractor shall be entitled for payment for various cycles of activities performed by him at the end of the cycle, at rates finally accepted by CONCOR. The procedure of billing and payments will be as follows:
- 9.2 CONCOR will issue Job Orders for carrying out survey of cargo and container at ICD/TKD. The contractor, immediately after completion of the work as per cycles defined in SOR, should report the compliance of the Job Order in writing to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the fortnightly handling / transportation bills for the work done in the previous fortnight. Bills will not be entertained without the Work Done Statement.
- 9.3 In case of combined cycle activities defined in Scope of Work, the payment will be made at the successful completion of each cycle and the proportion for payment after each cycle will be decided by CONCOR official In-charge at ICD/TKD.
- 9.4 The contractor shall prepare and submit monthly bills in prescribed forms based on the quantum of work (Survey of containers/cargo) during the previous month to the Terminal In-charge of ICD/TKD. *(The format in which the bills should be prepared by the contractor shall be in tune with the format in which CONCOR's reports are prepared. This will help to check the bills faster.)* Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS and/or any other levies at the prescribed rates.** The aforesaid payment of the bill will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 9.5 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc., or any cause, whatsoever from survey bills and from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

9.6 Service Tax as and wherever applicable will be paid to the contractor on submission of detailed workings. The contractor after payment of the Service Tax to the concerned authorities shall submit the Challan to the Terminal on a month to month basis.

10. TIME LIMIT FOR SUBMISSION OF BILLS

10.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, Executive Director/Northern Region, on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

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

10.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of **the ED**, notwithstanding what has been laid down in Para 10.1 below. The decision of **Executive Director** shall be final and binding on the contractor.

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

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

12.0 PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES.

12.1 The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the

remuneration shall be payable at the rates as may be settled by mutual negotiations.

- 12.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below :
- i) As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
 - ii) If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility ICD/CFS nearby would be applicable.
 - iii) If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
 - iv) The decision of the Executive Director, CONCOR with respect to the rates for extra/substituted items of work will be final and binding.

13.0 ILLEGAL GRATIFICATION

- 13.1 Any bribe, commission, gift or advantage taken or promised to the taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorised representative from the users of the ICD shall, in addition to any criminal liability that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by CONCOR *including levying of fines as per clause, i.e. Unsatisfactory Performance.*
- 13.2 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorised representative or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall, in addition to any criminal liability that the contractor may incur, entitle CONCOR to rescind this contract and all other contracts with him.
- 13.3 The contractor shall not lend to or borrow from or have or enter into any monetary dealing or transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith to rescind the contract and all other contracts with CONCOR, *apart from penalty under Unsatisfactory Performance.*
- 13.4 CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decisions and to recover the amount from

any money due to the contractor in respect of this and all other contracts between him and CONCOR.

- 13.5 Any question or dispute as to the commission of any offences or compensation payable to CONCOR under these clauses shall be settled by the ED, Northern Region of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

14.0 PROHIBITION AGAINST TAKING WORK FROM CONCOR/ GOVERNMENT SERVANTS

- 14.1 No person, who has retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government Service or CONCOR shall be a Contractor of CONCOR. The contractor shall under no circumstances employ any such person in the employment of CONCOR for the purpose of carrying out this contract and further shall not employ any 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 applies and who had not obtained necessary permission of CONCOR.

15. ARBITRATION

- 15.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of Contractor, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of ED/NR, CONCOR, and if ED/NR, CONCOR is unable or unwilling to act, to the sole arbitration of any such person appointed by the ED/NR., CONCOR who is willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR.
- 15.2 If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the ED/NR, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 15.3.1 Subject as aforesaid, the provisions of the Arbitration *and Conciliation* Act 1996, or any statutory modification or re-enactment thereof, and the rules made there

under, and for the time being in force shall apply to the arbitration proceeding under this clause.

- 15.3.2 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 15.3.3 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 15.3.4 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.
- 15.3.5 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.
- 15.4 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 15.5 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 15.6 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

16. NOTICE ETC.

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

17. RELATIONSHIP WITH THIRD PARTIES

- 17.1 All transactions between the contractor(s) and third parties, who are in no way connected with survey of containers / cargo from and to the ICD/TKD and Ancillary Facilities, shall be carried out as between two principals without reference

in any event to CONCOR. The contractor(s) shall also undertake to make the third parties fully aware of the aforesaid position.

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

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

19. DEATH OF CONTRACTOR

19.1 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.

20.0 VERBAL OR WRITTEN UNDETAKING NOT BINDING UNLESS FORMALISED

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

21.0 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONCOR PROPERTY AND OTHER RAILWAY PROPERTY

21.1 The Contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to CONCOR and/or to rolling stock or other property belonging to the Railways 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.

22.0 EXIT CLAUSE

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

23.0 SUBLETTING NOT ALLOWED

23.1 The Contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of CONCOR. In case the contractor

contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from him.

24. GENERAL

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

**Executive Director/NR
Container Corporation of India Limited**

ANNEXURE - I

LETTER FOR SUBMISSION OF TENDER

From

To

The Executive Director,
Northern Region,
Inland Container Depot,
Tughlakabad, New Delhi.

Dear Sir,

Sub: Tender for Contract of providing Professional services for Survey of cargo/containers for CONCOR Terminal at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary facilities.

Ref: Open Tender Notice No. CON/.....

In response to your Tender Notice no.....dated..... inviting offers for Contract of providing Professional services for Survey of cargo/containers for CONCOR Terminal at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary facilities. I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying out business at.....
.....hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

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

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

Signature of the Tenderer

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

I/we have enclosed an Account Payee Demand Draft, on
[Name of Bank] for Rs...../- (Rupees..... only) in
favour of Container Corporation of India Ltd., payable at New Delhi, as Earnest Money
Deposit for this tender, in the sealed envelope superscribed as **“Pre-qualification Bid for
Tender of providing Professional services for Survey of cargo/containers for
CONCOR Terminal at ICD/Tughlakabad, ICD/Ballabgarh and Ancillary
facilities”**.

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

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....
.....

ANNEXURE II

AGREEMENT FOR ACTING AS CONTRACTOR BY PROVIDING PROFESSIONAL SERVICES FOR SURVEY OF CONTAINERS/CARGO AT ICD/TKD, ICD/BALLABHGARH & ANCILLARY FACILITIES.

Contract Agreement No :..... Dt :

An agreement made this day of ,Two thousand and Ten between Container Corporation of India limited, with Registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi (A Govt. of India Undertaking) represented herein by the Executive Director, Northern Region, ICD TKD, New Delhi (hereinafter called CONCOR) of the one part AND M/s _____ hereinafter called the “Contractor” which expression shall be deemed to include his/their respective heirs, executors, administration, legal representatives, successors and assignees) of the OTHER PART for the purpose of performing the work of Survey of containers / cargo within ICD/TKD, ICD/BVH & Ancillary Facilities at the rates and under the conditions specified in the schedule annexed.

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

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

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

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

CONTRACTOR

EXECUTIVE DIRECTOR
NORTHERN REGION/ ICD TKD
For and on behalf of
Container Corporation of India Ltd.

WITNESS

WITNESS

(NAME, SIGNATURE
& ADDRESS)

(NAME, SIGNATURE
& ADDRESS)

1.

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2.

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2.

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

ANNEXURE III

BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi acting through Executive Director, with office at Inland Container Depot, Tughlakabad, New Delhi, having agreed to permit M/s..... (Hereinafter called the said Contractor) for Survey of Containers/Cargo at ICD/TKD, ICD/BVH & Ancillary Facilities on the terms and conditions of the agreement dated made between..... and..... on production of a Bank Guarantee for Rs..... (Rs.....only), we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd. an amount not exceeding Rs..... against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd. by reason of any failure of the Survey of container/cargo safely in contravention of the terms and conditions contained in the said agreement.

2. We....., Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Executive Director, Northern Region, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd. by reason of any failure of the said Contractor's failure to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs.....

3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 7 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.

- (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.
- (b) Provided that we..... bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we..... Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
- 4. We..... Bank, further agree with the Container Corporation of India Ltd. that the Container Corporation of India Ltd. shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd. against the said Contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Survey or for any bearance, Act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
- 5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
- 6. We Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd. in writing.

Date :

Officer's signature with Bank seal

ANNEXURE IV

SCHEDULE OF RATES: THE BIDDER/CONTRACTOR IS REQUIRED TO SUBMIT HIS OFFER IN THE FORMAT GIVEN BELOW UNDER A SEPARATE SEALED ENVELOPE DULY SUBSCRIBED AS FINANCIAL BID.

A. WORK FOR SURVEY OF CONTAINERS :-

S. No.	Activity	Estimated Volume (container per month)	Rates per container	
			Figures	Words
1	External Survey of Containers upon their arrival/dispatch by road/rail as per details listed in para 2.1.1 (a) & (b) of scope of work.	70000		
2	Internal Survey of containers before stuffing of export cargo / after de-stuffing of import cargo, whenever required, as per details listed in para 2.1.2 of scope of work.	10		
3	Joint detailed survey of damaged containers as per details listed in para 2.1.1 (c) of scope of work.	10		
4	Detailed cargo survey including labeling the lots at the time of stuffing of export cargo/de-stuffing of import cargo at ICD, whenever asked, as per details listed in para 2.1.3 of scope of work.	10		
5	Survey of Reefer containers including inventorying of all parts at time of their arrival/exit in/from ICD, as per details listed in para 2.1.4 of scope of work.	10		

B. WORK OF INVENTORY MANAGEMENT :-

S.No.	CATEGORY OF WORK	Estimated Volume (container per month)	Rate per container handled	
			(In Figures)	(In Words)
6.	Provision of professional services for Container location & inventory up-dation by operation of handheld terminals and as per requirement of Terminal in-charge, for carrying out the Works listed in para 2.2 of Scope of Work for ICD/TKD yard only.	25527		
7.	Provision of professional services for Container location & inventory up-dation by operation of handheld terminals and as per requirement of Terminal in-charge, for carrying out the Works listed in para 2.2 of Scope of Work for ancillary facilities (Empty yards) only.	17151		

NOTE : For the purpose of payment, the number of rail in/rail out containers at ICD/Tughlakabad and number of Gate-in/Gate-out containers handled at ancillary terminals only will be considered as per rates quoted for SOR item sr. no. 6 & 7 respectively, irrespective of the other activities/entries listed in Scope of Work for Inventory Management (para 2.2).

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

Name of the tenderer with Address

Signature of tenderer
Duly sealed/stamped

Signature of the Tenderer

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