



**SCR**

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

***Open Tender***

*for*

***Providing Professional Services***

*for*

***Conducting valuation/re-valuation of  
unclaimed/un-cleared cargo (ISO/DSO)  
/Condemnation of damaged (DSO) containers at  
ICD/DCT Sanathnagar, Hyderabad,  
CFS/Visakhapatnam Terminal and Multi Modal  
Logistics Park at Visakhapatnam, Domestic  
Terminal at Nagalapalle, and Guntur & Desur  
(near Belgaum) Terminals over South Central  
Region.***

***2017***

**TENDER FOR HIRING PROFESSIONAL SERVICES FOR VALUATION/RE-VALUATION OF EXIM/DOMESTIC CARGO & CONTAINERS LYING AT ALL TERMINALS OF SOUTH CENTRAL REGION AND ALSO UNCLEARED CARGO/ DAMAGED CONTAINERS AT DOMESTIC CONTAINER TERMINALS OF SOUTH CENTRAL REGION.**

**TENDER NO.** : CON/SCR/CM/VAL/2017-18/OT/10

**NAME OF THE WORK** :Valuation / re-valuation of uncleared / unclaimed cargo lying in the custody of Container Corporation of India Ltd. at all Terminals of South Central Region for disposal under the provisions of section 48 of Customs Act 1962 and also uncleared cargo/damaged containers at all Domestic Terminals of South Central Region.

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

1. Cost of Tender Document (**Non – Refundable**) :Rs.1145/- (Inclusive of GST).
2. Date of Issue of Tender Document :
3. Date & Time for submission of Tender Document : **12-01-2018 upto 1500Hrs.**
4. Date & Time for opening of Tender Document : **12-01-2018 at 1530Hrs.**

(Note: This tender document consists of 27 pages, from page no 1 to page no 27)

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**Notes/Instructions:**

- a) The Tenderer is required to check 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.
- d) Every tenderer shall state in the tender his postal address fully and clearly. Any communication send to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

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**TENDER DOCUMENT** contains the following Chapters / Annexures:

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The Tender document can also be downloaded from the website of CONCOR, i.e. [www.concorindia.co.in](http://www.concorindia.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). However the intending bidders should submit the document sales price Rs. 1145/- inclusive of GST by way of demand draft in favour of "Container Corporation of India Limited payable at Hyderabad/Secunderabad". **In case of non-submission of cost of tender document, the tender shall be liable for rejection.**

**CHAPTER I**

**INSTRUCTIONS REGARDING SUBMISSION OF THE TENDER**

1. Tender must be enclosed in a **Sealed cover, superscribed** "Tender No. CON/SCR/CM/VAL/2017-18/OT/10 and name of the work "Providing Professional Services for Conducting Valuation/Re-valuation of unclaimed/uncleared cargo (ISO/DSO) damaged (DSO) containers over SC Region" and must be sent by Registered Post / Courier to the address of Container Corporation of India Limited, Regional office, No. 601 to 603, 6<sup>th</sup> Floor, Navketan Building, Sarojini Devi Road, Secunderabad-500003 (Telangana), so as to reach the nominated office not later than **1500hrs on the date 12-01-2018** of submission or deposited in the special tender box allotted for the purpose in the Office of The Chief General Manager, South Central Region, Regional office, Secunderabad. This special tender box will be sealed at **1500hrs of 12-01-2018**. The tender will be opened at 1530hrs on the same day. The tender papers will not be sold after 1700hrs on **11-01-2018**.

*(Delayed tender is the tender received before the time of opening but after the due date and time of submission of tender. Late Tender is the tender received after the specified time of opening of tender, Post tender is the tender received after specified date and time of opening. Any Tender (i.e. Delayed/Late/Post Tenders) received after above mentioned date and time of submission of tender shall be summarily rejected).*

2. Tender must be submitted in two separate envelopes viz. envelope "A" (Technical Bid) and envelope "B" (Financial Bid) duly sealed.
3. **Envelope 'A'** which shall be opened first shall contain the basic documents specified as under:
  - a) Form of Tender / Letter of submission by tenderer in original in Letter head of the bidder as per Annexure-II.
  - b) Details of experience in the trade for which tenderer intend to participate along with authenticated documents. (**Please refer Chapter-II, Eligibility Criteria**)
  - c) Earnest Money Deposit of **Rs.5000/- (Rupees Five Thousand only)** in the form of Demand draft/Pay order in favour of Container Corporation of India Ltd. payable at Hyderabad/Secunderabad.
  - d) Cost of Tender document of Rs.1145/- (Rupees One Thousand One Hundred and Forty Five only) in the form of Demand draft/Pay order in favour of Container Corporation of India Ltd., payable at Hyderabad/Secunderabad.

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- e) Attested copies of Memorandum & Articles of Association in case of registered firm/co-operative societies/Limited Company/ Private Limited Company.
- f) Partnership deed in case of Partnership firm.
- g) Any other relevant information/document which tenderer may consider appropriate including their experience and expertise.
- h) Copy of GST registration.
- i) Power of Attorney for person/s signing the tender. If required.
- j) Tender document in original, duly signed and stamped on all pages by the tenderer.
- k) Documents showing turnover for past 3 financial years i.e. **2014-2015, 2015-2016** and **2016-2017**. Audited and certified Balance sheets and P&L a/c in support of this must be attested. (**Please refer Chapter-II, Financial Credibility of the Firm**)
- l) Copy of PAN.
- m) Undertaking on bidders letter head for downloading of tender documents from CONCOR or CPPP website as per Annexure-IV format.
- n) In case of **Micro & Small Enterprises (MSE's)** registered – Notarized Valid Registration Certificate to be submitted. (Applicable for MSE Registered bidders)

*All MSEs registered under the following Authority will be regulated as below:*

- (a) Such one can get the tender document / sets at free of cost without paying any tender document fees.*
- (b) Such MSEs registered under the agencies mentioned below will be exempted from payment of Earnest Money Deposit*
- (c) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.*

- (i) District Industries Centres*
- (ii) Khadi & Village Industries Commission*
- (iii) Khadi & Village Industries Board*
- (iv) Coir Board*
- (v) National Small Industries Corporation*
- (vi) Directorate of Handicraft and Handloom*
- (vii) Any other body specified by Ministry of MSME*

- (d) The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the*

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*certificate with validity of their registration, a self declaration by the MSE (party) on their letter head, confirming the validity of their registration can be accepted. Failing, above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.*

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) or are found unsigned & not stamped such tender will be rejected by CONCOR.
5. **Envelope "B" (Financial Bid)** shall be opened only after the scrutiny of the basic documents of envelope "A" and shall contain only "Schedule of Rates" indicating rates for services towards Valuation/Revaluation.
6. **The tenderer must quote rates in the Schedule of rates (Annexure I) carefully and for all categories of work, 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. Tenderer 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 Tender / 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, 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.
9. The tender shall be opened on **12-01-2018 at 15:30 hrs.** *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.*

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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.
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 one person signing the tender fails to produce the said power of Attorney, the tender shall be liable to be summarily rejected without prejudice to any other right of the CONCOR under the law. The "Power of Attorney" should be signed by all the partners in the case 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/Acceptance".
14. The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Container Corporation of India Ltd., at South Central Region, Secunderabad 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 Chief General Manager, whichever is later. Failure to do so may 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 of the contract. Chief General Manager/SCR may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.
15. CONCOR also reserves the rights to
  - Accept or reject any tender in part or in full without assigning any reason whatsoever.

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- 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.
- Reject the incomplete / conditional tender/offer
- Reject the counter tender/offer
- Disqualify the tenderer blacklisted by state/central Govt. Undertaking /PSUs.
- If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favourable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability. Any loss suffered by CONCOR on this account will be recovered from the contractor. This will be done without prejudice to CONCOR's right to seek any other remedy under law.

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**CHAPTER II**

**ELIGIBILITY CRITERIA**

1. The Tenderer must have a minimum of 2 years of experience out of preceding 3 **financial years** i.e. **2014-2015, 2015-2016 and 2016-2017** in the business of valuation of cargo/Container/damaged container in any **Central/State Government & Public Sector Undertaking OR reputed private organizations and having executed similar work amounting to Rs.86,200/- in single order OR Rs.1,97,000/- in multiple orders completed during the last three financial years.** Experience should be supported with copies of work orders/agreements/invoices/Certification issued by service receiver on their letter heads etc showing the value of executed works.
  - a) The Tenderer should have worked as valuer with any of the organization listed below:
    - 1) Any Commissioner of Custom.
    - 2) Any Major Port Trust.
    - 3) ICDs/CFSS owned by CONCOR/CWC/ any other public sector undertaking/ private operators.
    - 4) Air Cargo Terminals managed by Airport Authority of India.

**Tender received without proof of such experience shall be summarily rejected.**
  - b) Tenderer should be registered with Goods and Service Tax authorities. **A copy of registration with GST authority to be submitted.**
  - c) Tenderer is required to furnish documentary evidence for the points mentioned above in eligibility criteria.
  - d) Tenderer has to provide relevant document establishing the fact that they are partnership/joint/limited/sole proprietary/ company.

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

- 2.1 The tenderer should have achieved a minimum **average** annual turn over of **Rs.2,21,700/- (Rupees Two Lakhs twenty one thousand seven hundred only)** p.a. (in the same name in which the tenderer is submitting his offer) of the previous three financial years i.e. **2014-2015, 2015-2016 and 2016-2017** as reflected in the audited financial statements

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- should be duly attach. However, un-audited report / Chartered Accountants Certificate for year **2016-2017** shall be accepted.
- 2.2 The tenderer shall submit attested/notarized copies of documents in support of financial stability i.e. duly audited Balance Sheets and Profit & Loss Account for the last three financial years i.e. **2014-2015, 2015-2016 & 2016-2017** indicating present capital (Authorised, Issued and Paid Up), current assets and liabilities, working capital, net worth, turn over etc.
  - 2.3 The tenderer should have a positive net worth based upon latest completed audited annual accounts.
  - 2.4 Documents showing proof of having executed **similar** work of a single order amounting to **Rs.86,200/- (Rupees Eighty Six Thousand Two Hundred only)** or multiple orders amounting to **Rs.1,97,000/- (Rupees One Lakh Ninety Seven Thousand only)** during the last three financial years i.e. **2014-2015, 2015-2016 and 2016-2017**.

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**CHAPTER III**

**SCOPE OF WORK**

- 1) Container Corporation of India Limited (hereinafter referred to as "CONCOR") is Government of India, Undertaking under Ministry of Railways and operates and manages Container Terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs), Multi-Modal Logistics Parks (MMLPs), and Domestic Container Terminals (DCTs) at several places in the Country. CONCOR handles both International (Exports / Imports) and Domestic (DSO) 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 of CONCOR, lying at various terminals over South Central Region (SC Region).
- 2) The successful tenderer, to be referred to as "**Service Provider**" henceforth, will be required to provide following services under the contract. The agency has to do the valuation work of Export / Import Containers, EXIM Cargos stored in Warehouse/open area at CONCORs South Central Region terminals for disposal under the provisions of Section 48 of Customs Act 1962 and valuation of CONCOR's damaged domestic containers for auction purpose. Apart from the above, in few cases valuer is required to undertake the scrap material generated at SC Terminals like building material, scrapped furniture and fixtures, obsolete assets etc. The following is the Terminal details wherein the valuer has to visit as per the requirement and submit their report to CONCOR:

<b>SNo.</b>	<b>Address of the Terminal / Location</b>	<b>Contact Official</b>
<b>1.</b>	<b>Container Corporation of India Limited, Inland Container Depot, Sanathnagar, New Railway Goods Shed Road, Moosapet, Hyderabad-500018 ; (Telangana) CONCOR Code: ICD/DCT-SNF (CSTN)</b>	<b>Contact Person : Mr. K. Srinivas PH. No. 040-23708080 / 23816985 / Mobile No. 9618404014</b>
<b>2.</b>	<b>Container Corporation of India Limited, Domestic Container Terminal, Nagalapalle, Plot No.24/A, Survey No.315 &amp; 434/1, Velimela Village, R.C. Puram Mandal, Nagalapalle – 502300, Medak Dist., (Telangana), CONCOR Code: DCT/CMCN</b>	<b>Contact Person : Mr. P.S. Rao PH.No.08455-287505,287501, 287506 Mobile No. No.9618404007</b>
<b>3.</b>	<b>Container Corporation of India Limited, Port Area, 1 Town, Harbour Road, Visakhapatnam-530001 (A.P.) CONCOR code : CFCV</b>	<b>Contact Person: Mr. Chandra Mouli, Ph. No. 0891-2762237/38, Mobile No. 9618404029</b>

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<b>4.</b>	<b>Container Corporation of India Limited Multi-Modal Logistics Park Opp. Airport, Adj. to National Highway, Viman Nagar, Near INS Dega, Visakhapatnam. (A.P.) CONCOR code : MMLPV / CCJS</b>	<b>Contact Person: Mr. Ramachandram Mobile No. 8978388774</b>
<b>5</b>	<b>Container Corporation of India Limited, Desur Railway Station, Desur (Belgaum), Karnataka-590014, CONCOR Code : DUR / ICDR</b>	<b>Contact Person Terminal Incharge, Desur, Tel No. 0831-2412399/ 2412400 / Mobile No. 9618404015</b>
<b>6</b>	<b>Container Corporation of India Limited, Nehru Nagar, Beside Railway Goods shed, Reddipalem, Guntur-522 001. (A.P.), CONCOR code : GNT / CNGT</b>	<b>Contact Person Mr. M.S. Rao, Ph. No. 0863-2222004 / Mobile No. 9618404012</b>
<b>7</b>	<b>Any place in state of Telangana &amp; Andhra Pradesh – Adhoc Locations.</b>	<b>Shall be intimated in Work Order.</b>

### **Brief Description of Scope of Work:**

The scope of work described in this Chapter is given only as a guide & indication and the quantum of work is subjected to variation or adjustment depending upon the actual requirements and shall not be a basis for any dispute with regard to rates or for alternation 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/South Central Region, whose decision in the matter shall be final and binding on the tenderer/Service Provider.

The job and responsibility of Service Provider is independent for identification and valuation of container/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 rates for any additional category of work, which shall be decided on mutual agreed rates on same terms & conditions of contract.**

The successful tenderer, to be referred to as "Service Provider" henceforth will be required to provide the following services under the contract.

- a. Taking inventory of Containers (ISO/DSO), Empty damaged containers (ISO/DSO) & Cargoes (ISO/DSO) contained in containers or stored elsewhere in ICDs & DCTs of South Central Region meant for disposal tendered by CONCOR. Inventory Report will need to be submitted to the designated officers of CONCOR.

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- b. Listing, quantifying and qualifying each item contained in Container/ Package/Consignment with reference to IGM/ITEM/Lot/TSA number along with total value of the consignment/lot and individual/unit items etc. and preparation of connected documentation of record of CONCOR.
  - c. Market value survey etc. for purpose of valuation only, whenever required.
  - d. Drawing sample with proper documentation for valuation purpose only, whenever required.
  - e. Arranging lab test of sample drawn etc. for purpose of valuation only, whenever required with CONCOR permission or whenever required by CONCOR. The sample testing fees shall be paid by CONCOR, however the agency shall provide the list of such labs for undertaking such sample test, and selection of agency will be done by CONCOR.
  - f. Filling up and maintaining of Inventory Register Performa 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 at Terminals.
  - g. 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.
  - h. Supervision of unpacking/ packing before and after inventory/valuation/ revaluation of cargo.
  - i. Sealing of inventories/packages and sealing of containers.
  - j. Revaluation of the consignments, which remain unsold in auctions, whenever required.
  - k. Valuation/Revaluation/Units etc. of empty damaged containers and suggesting their reserve prices.
- 2) CONCOR shall provide labour for opening and closing and weighment etc. of the cargo lying in the disposal units. Packing materials will be provided by CONCOR.

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- 3) 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.
- 4) The entire job of valuation/re-valuation 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.
  - a) Service Provider should visit the site for physical survey of cargo within the time specified in the communication notice to Service Provider.
  - b) Service Provider should submit the valuation report within 07 working days of doing physical survey, except for cases where Chemical / Lab Test reports are required and may take time.
- 5) CONCOR reserves the rights to amend the valuation/revaluation in accordance with customs procedures, regulation and other laws in force.
- 6) The following is the anticipated volume of work under the contract.

**Anticipated Volume of work (Per Annum)**

Sl. No.	Description of Valuation	Volumes in per container basis irrespective of Size of container (Per Annum)
01	Valuation of Full Container Load (FCL) – for homogeneous (uniform) cargo	<b>44</b>
02	Valuation of Full Container Load (FCL) – for heterogeneous (different) cargo	<b>03</b>
03	Valuation of Less Container Load (LCL) – for homogeneous (uniform) cargo	<b>04</b>
04	Valuation of Less Container Load (LCL) – for heterogeneous (different) cargo	<b>04</b>
05	Valuation of Empty Containers (EXIM)	<b>01</b>
06	Valuation of Domestic Cargo in Container/Warehouse/Open Area	<b>01</b>
07	Valuation of CONCORs domestic damaged empty containers (DSO)	<b>30</b>
	Valuation of Scrap of CONCORs (Volumes in <b>Lot</b> basis)	<b>04</b>

**Notes:** 1. The Volumes indicated are only approximate and shall not be a basis for any dispute with regard to the rates quoted by the bidder. It may be noted that evaluation of financial bids shall be made on the basis of these quantities.

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## **CHAPTER IV**

### **TERMS & CONDITIONS OF CONTRACT**

The successful tenderer (**Service Provider**) will primarily have to undertake the work of valuation/re-valuation of cargo/container at ICD/Sanathnagar, CFS/CFCV and all Terminals of South Central Region. CONCOR desires valuation/re-valuation 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 Years (24) months, beginning from the date of commencement of contract. **No request for any change in rates will be entertained during the currency of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one year in case it consider it necessary. The extension shall be granted on the basis of mutually agreed rates, on same terms and conditions.**

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 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.5000/- (Rupees Five Thousand only)** in the form of Demand Draft/Pay Order/Banker's Cheque in favour of Container Corporation of India Ltd., payable at Hyderabad/Secunderabad. **No interest shall be allowed on the Earnest Money Deposited.** Cheques, war bonds, guarantee bonds and Government securities (Stock certificates bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money. 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.

**3) Refund of EMD:**

- a) The amount of EMD shall be refunded to all unsuccessful tenderer after award of contract to successful tenderer.
- b) The Earnest Money deposited by the Successful tenderer will be adjusted towards the Security Deposit.

**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.24,700/- (Rupees Twenty Four Thousand Seven Hundred only)** within 15 days from 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 Demand Draft / Pay Order in favour of Container Corporation of India Ltd., payable at Hyderabad/Secunderabad.
- (ii) No interest shall be allowed or paid on the Security Deposit.
- (iii) 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.



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- (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 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 **Four** months in prescribed forms to the CONCOR official incharge of the respective ICDs/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, South Central 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 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

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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.

- (v) A claim for the services rendered under this contract shall be made by the Service provider to CONCOR within **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, the Chief General Manager/SCR on written request from Service Provider can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- (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 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-month period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the Chief General Manager/SCR on written request from Service Provider can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- (vii) Payments for lab tests, if required, will be made on actuals against submission of original bills from the testing agency.
- (viii) The bidder/Service provider undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of goods and services, bidder/Service Provider will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- (ix) The bidder/Service provider indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the bidder/Service provider not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the bidder/Service provider shall produce evidence that it is so registered and paid all the dues in respect of GST. The bidder/Service provider will get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the bidder/Service provider is unregistered then submit appropriate documents establishing that

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agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.

- (x) The bidder/Service provider shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading, etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- (xi) In case of any failure on the part of Bidder / Service provider, any interest/penalties/any other amounts, as may be applicable shall be indemnified by bidder/Service Provider to the CONCOR.
- (xii) If as result of change in Law, bidder/Service provider obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, bidder/Service Provider may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in Law resulting in such decreased cost to the bidder / Service provider.
- (xiii) Any denial of input credit due to any omission or failure on the part of the bidder / Service provider, the bidder / Service provider undertakes to indemnify the CONCOR for any delay or denial or input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

**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 sole discretion of Terminal Incharges of respective terminals. 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

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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,
  - 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 respective ICDs/ 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 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

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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 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 Chief General Manager/SCR 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 Chief General Manager, 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.
10. In case of any disputes or difference between the parties hereto, the Court at Hyderabad/Secunderabad shall alone have jurisdiction to entertain the suit/arbitration award.

**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) Waiver of Penalty under the Contract**

An appeal may be preferred by the Service Provider within in 03 months from the date of intimation/levy of penalty and it should be addressed to Chief General Manager/SCR, Secunderabad for waiver of penalty. Chief General Manager/SCR may consider waiver of the penalty under the contract depending on circumstances of each case. This will no way establish a right on the contractor for waiver. CONCOR reserves the right to either allow full / partial wavier of the penalty or reject the case.

**15) Death of the Service Provider**

No alternation by death, resignation, addition or otherwise for or to the contractor or the partners constituting the Service provider firm shall vitiate or affect this contract but the Service Provider's 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.

**16) Court of Jurisdiction**

In case of any dispute or differences between the parties hereto, the Courts at Hyderabad/Secunderabad shall alone have jurisdiction to entertain the suit.

**17) 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, South Central 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.

**Chief General Manager/  
SOUTH CENTRAL REGION**

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

**-X-**

**ANNEXURE - I**

**SCHEDULE OF RATES**

**VALUATION / RE-VALUATION:**

**Please refer Volumes at Page No.14**

Serial No.	Activity	Rate per container irrespective of size for FCL/LCL/LOT	
		Rupees In figures	Rupees In words
01	Valuation of Full Container Load (FCL) – for homogeneous (uniform) cargo		
02	Valuation of Full Container Load (FCL) – for heterogeneous (different) cargo		
03	Valuation of Less Container Load (LCL) – for homogeneous (uniform) cargo		
04	Valuation of Less Container Load (LCL) – for heterogeneous (different) cargo		
05	Valuation of Empty Containers (EXIM)		
06	Valuation of Domestic Cargo in Container/Warehouse/Open Area		
07	Valuation of CONCORs domestic damaged empty containers (DSO)		
08	Valuation of Scrap of CONCORs (Volumes in <b>Lot</b> basis)		

**Note : Rates quoted are exclusive of GST. The above rates quoted are also included incidental expenses like travel, stay or any other expenditure etc, which may be incurred by the Service Provider.**

Name of the Service Provider with Address

*Seal & Signature of the Bidder*



**ANNEXURE -II**

**FORM OF TENDER / LETTER OF SUBMISSION BY TENDERER**

Tenderers are required to fill up all the blank spaces in the form of Tender.  
(to be submitted in letterhead of the bidder)

To

The Chief General Manager,  
South Central Region,  
Container Corporation of India Ltd.,  
601 to 603, 6<sup>th</sup> Floor, Navketan Building,  
Opposite Clock Tower, S.C.Road,Secunderabad-500003 (T.S.)

Sub : Tender No. \_\_\_\_\_ for conducting Valuation/Revaluation of unclaimed / un-cleared cargo (ISO/DSO) / Condemnation of damaged (DSO) containers at ICD/DCT, Sanathnagar, Hyderabad, CFS / Visakhapatnam Terminal and Multi Modal Logistics Park at Visakhapatnam, Domestic Terminal at Nagalapalle, and Guntur and Desur (near Belgaum) Terminals over South Central Region – Reg.

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 or as stipulated by CONCOR.

**Our offer shall remain valid for 120 days from the day of opening of tender. Ours / mine is a partnership / joint / 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 of Witness: \_\_\_\_\_

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

**ANNEXURE - III**

**SERVICE AGREEMENT**

**JOB CONTRACT FOR VALUATION/REVALUATION OF UNCLEARED/ UNCLAIMED CARGO LYING IN THE CUSTODY OF CONTAINER CORPORATION OF INDIA LTD AT ALL TERMINALS OF SOUTH CENTRAL REGION FOR DISPOSAL UNDER THE PROVISIONS OF SECTION 48 OF CUSTOMS ACT 1962 AND ALSO UNCLEARED CARGO/ DAMAGED CONTAINERS AT ALL DOMESTIC TERMINALS OF SOUTH CENTRAL REGION.**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_ 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, South Central Region, Secunderabad, (T.S.) (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's/Terminals of South Central Region.

Whereas the CONCOR also requires the services of the Service provider for valuation/re-valuation of entire unclaimed/uncleared domestic cargo/damaged containers 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 'I' 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.

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- ii) The schedule of rates, scope of work and terms and conditions incorporated in Annexure-I 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 I.
- iv) GST as and wherever applicable will be paid to the contractor on submission of detailed workings and invoices. However, TDS as applicable will be deducted from the bills.
- v) 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/  
SOUTH CENTRAL REGION  
For and on behalf of  
Container Corporation of India Ltd.**

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

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

- 1. ....  
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- 2. ....  
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- 1. ....  
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Schedule detailing the terms and conditions of contract with rates thereon are annexed.

**ANNEXURE-IV**

**UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER DOCUMENT FROM CONCOR'S or CPPP WEBSITE ON THE LETTER HEAD OF THE BIDDER.**

**To,**

**The Chief General Manager,  
South Central Region,  
Container Corporation of India Ltd.  
Secunderabad**

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

*Signature of the authorized signatory.*

*With seal*