

**Think Container, Think CONCOR**



**CONTAINER CORPORATION OF INDIA LIMITED  
(A Government of India Undertaking)  
WESTERN REGION  
5TH FLOOR, NEW ADMINISTRATIVE BUILDING  
CENTRAL RAILWAY, D.N. ROAD  
MUMBAI - 400 001.**

***Tender for Valuation/Revaluation of Long standing/Uncleared/unclaimed/Abandoned  
Cargo at ICD Mulund( East), Dronagiri Rail Terminal(DRT)  
ICD/Pithampur (Indore), ICD/Ratlam, ICD/Chinchwad, DCT Turbhe, CRT/Verna,  
Chandaria, Tihi etc.***

**TENDER DOCUMENT PRICE: RS 1000/- + ( GST@ 12%) i.e. Rs.1,120/-**

Tender Notice no. CON/WR/VALUATION/09/2018

***TENDER FOR VALUATION/REVALUATION OF LONG  
STANDING/UNCLEARED/UNCLAIMED/ABANDONED CARGO AT ICD MULUND (EAST),  
DRONAGIRI RAIL TERMINAL (DRT)  
ICD/PITHAMPUR (INDORE), ICD/RATLAM, ICD/CHINCHWAD, DCT TURBHE,  
CRT/VERNA, CHANDERIA TIHI ETC.***

1. SERIAL NUMBER OF THE TENDER FORM : \_\_\_\_\_
2. DATE OF ISSUE : \_\_\_\_\_
3. NAME & ADDRESS OF THE TENDERER : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. DATE OF SALE OF TENDER DOCUMENTS : **FROM 22/02/2018 TO 14/03/2018**
5. DATE & TIME FOR SUBMISSION OF TENDER : **15/03/2018 up to 1500 hrs.**
6. TENDER WILL BE OPENED ON/AT : **15/03/2018 at 1530 hrs.**  
ADDRESS FOR SUBMISSION AND OPENING : **Container Corporation of India Ltd,  
5<sup>th</sup> Floor, New Administrative  
Building, Central Railway, D.N.Road,  
Mumbai-400 001.**

SIGNATURE OF THE OFFICIAL  
ISSUING TENDER FORM

OFFICIAL SEAL

Note: Tenderers may download the tender document from our web site **www.concorindia.co.in** and same may be submitted along with the cost of tender document by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.

**INDEX**

Sr. No.	Subject	Page No.
01.	Tender letter	4
02.	Instructions to the Tenderer	6
03.	General Conditions of Contract	8
04.	Scope of work (Valuation)	12
05	Schedules of Rates-Annex-I	15
06	Agreement Format Annex-II.	16
07	Bank Guarantee Format Annex-III	17

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## Tender Letter

Tender Ref No:- CON/WR/VALUATION/09/2018

Dear Sir,

***SUB:-CONTRACT FOR VALUATION/ REVALUATION OF LONG STANDING/ UNCLEARED/UNCLAIMED/ABANDONED CARGO AT ICD MULUND (EAST), DRONAGIRI RAIL TERMINAL (DRT) ICD/PITHAMPUR (INDORE), ICD/RATLAM, ICD/CHINCHWAD, DCT TURBHE, CRT/VERNA, CHANDERIA, TIHI ETC.***

With reference to above, Sealed Tenders are invited for Valuation/ Revaluation of Long standing/ Uncleared/unclaimed/Abandoned Cargo at ICD Mulund(East),Dronagiri Rail Terminal(DRT) ICD/Pithampur (Indore), ICD/Ratlam, ICD/Chinchwad, DCT Turbhe, CRT/Verna, Chanderia, Tihi etc., for a period of two years extendable by one more year on same rates, terms and conditions. The agency may note the following.

1. Tender form should be filled in neatly, legibly and carefully.
2. The offer should be submitted in two separate envelopes; "Envelope-A" (pre-qualification bid) and "Envelope-B" (financial bid). The agency shall also return this tender document duly signed and stamped along with its offer in "Envelope-A". Financial bid as per Annexure-II shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope super scribed as **"TENDER FOR Valuation/ Revaluation of Long standing/ Uncleared/unclaimed/Abandoned Cargo at ICD Mulund( East),Dronagiri Rail Terminal(DRT) ICD/Pithampur (Indore), ICD/Ratlam, ICD/Chinchwad, DCT Turbhe, CRT/Verna, Chanderia, Tihi etc."**. **The tenders will be opened on 15.03.2018 at 15:30 hrs.** Only the Pre-qualification bids in "Envelope-A" will be opened on 15.03.2018 at 15:30 hrs. Tender must be enclosed in a sealed cover, superscripted " Tender No.\_\_\_\_and name of work\_\_\_\_\_" and must be sent by registered post/courier to the address of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, CONTAINER CORPORATION OF INDIA LIMITED, 5<sup>th</sup> Floor, New Administrative Building,Central Railway, D.N.Road, Mumbai-400 001.**, so as to reach the nominated office not later than 1500 hrs on the date 15.03.2018 of submission or deposited in the special tender box allotted for the purpose in the office of CHIEF GENERAL MANAGER. This special tender box will be sealed at 1500 hrs on dated 15.03.2018. The tender will be opened at 15:30 hours on the same day. The tender papers will not be sold after 1700 hrs on 14.03.2018. Any tender received after specified date and time of submission of tender shall be summarily rejected.  
The envelopes containing "Financial bids" of only those tenderers, who qualify after consideration of the "Pre-Qualification bids" will be opened on a later date and time, which will be communicated to the qualified tenderers.
3. Conditional Tender will not be accepted and will be rejected out-right.

4. CONCOR reserves the right to:

- Accept or reject any or all of the Tenders, without assigning any reasons.
- To extend the date of submission of the Tender, and to amend the terms and conditions before award of the contract.

Thanking you,

Yours faithfully,

**For & behalf of Container Corporation of India Ltd.**

**(Chief General Manager)**

## **INSTRUCTIONS TO THE TENDERER**

### **(I) Eligibility Criteria:**

1. The Tenderer must have a minimum of 3 years of experience in the business of conducting Valuation/Revaluation of long standing/Uncleared/unclaimed/Abandoned import/export cargo. Experience should be supported with copies of work order/experience certificate.
2. The Tenderer should be a Govt.approved valuer and should have conducted valuation with any Govt authorities as under:
  - a) Any Commissioner of Customs
  - b) Any Major Port Trust,
  - c) Any Public Sector Undertaking
  - d) Any CFS/ICD either owned /managed by Public/Private entity.
3. The tenderer should have realized at least Rs.5 lakhs per year as professional fees for valuation during any two of the last three financial years i.e. 2014-15, 2015-16 & 2016-17 for every year separately. (The turnover should be supported by financial statements duly audited or by the certificate from a chartered accountant).
4. Tenderer should be registered with GST.
5. Each Tender form must be accompanied with a Demand Draft **for Rs. 6,950/- (Six Thousand Nine Hundred Fifty only)** in favour of Container Corporation of India Ltd. payable at Mumbai as **Earnest Money Deposit**. No Tender will be accepted or considered without the remittance of earnest money.
6. Tender document fee of Rs. 1,120/- by way of Demand Draft in favour of "Container Corporation of India Ltd., payable at Mumbai
7. Attested copies of articles of Association in case of Registered Firm/Co-Operative societies.
8. Tenderer has to provide relevant attested documents establishing the fact that they are Partnership concern/Joint venture/Limited company/Sole Proprietary Concern.
9. The Original tender document received from CONCOR signed and stamped on each page by the tenderer.

#### **Note:-**

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered agencies for the items tendered will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME as indicated below along with the bid.
  - (i) District Industries Centers (ii) Khadi and Village industries Commission (iii) Khadi and Village Industries Board (iv) Coir Board (v) National Small Industries Corporation (vi)

Directorate of Handicraft and Handloom (viii) Any other body specified by Ministry of MSME.

4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.

As per Ministry of MSME circular dtd. 10.03.2016, the conditions regarding prior turnover and prior experience with respect to MSEs may be relaxed subject to meeting quality and technical specifications.

**(II) Submission of Tender:-**

- (1) Tenders shall be enclosed in sealed covers addressed to the Chief General Manager, Container Corporation of India Ltd., 5th Floor, New Administrative Building, Central Railway, D.N.Road, CST, Mumbai - 400 001. Tender should be sent either by registered post or by hand. All tenders should reach the office of Chief General Manager, Container Corporation of India at the above mentioned address on or before 1500 hrs on 15.03.2018. Tenders received after due date/time shall not be accepted.
- (2) Tender must be submitted in sealed envelope & shall contain the basic documents as mentioned in the eligibility criteria.
- (3) It may be clearly noted that in case the tender submitted by tenderers are not accompanied by all or any of the documents stated under para -I, along with the original tender document duly signed and stamped on each page the same will be rejected by CONCOR.
- (4) The rates should be conspicuously written in figures and in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the tenderer.
- (5) Tenderer should clearly indicate the name & address of their Firm/Company/Individual as the case may be, on the envelopes and should clearly indicate the name of job/work for which tender have been invited.
- (6) The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.
- (7) The tender offer shall be valid for 90 (ninety) days from the date of opening of tenders.
- (8) The tender shall be opened at 15.30 hrs. on 15.03.2018 in presence of the tenderers who may wish to remain present.

## **GENERAL CONDITIONS OF CONTRACT**

### **CONCOR DESIRES VALUATION WORK TO BE CARRIED OUT ON SINGLE RESPONSIBILITY BASIS UNDER THE PROVISIONS OF CUTOMS ACT, 1962.**

The successful tenderer will have to undertake the work at the following CONCOR establishments. :-

1. **ICD / Mulund (E)**
2. **ICD/ Pithampur(Indore)**
3. **Dronagiri Rail Terminal (DRT)**
4. **ICD/ Chinchwad**
5. **ICD/Ratlam**
6. **DCT/Turbhe**
7. **CRT/Verna**
8. **Chandaria**
9. **Tihi**

**However, it will be binding upon the contractor to render its services at any new locations of CONCOR that may come up in the future.**

#### **(I) Period of Contract:**

- (a) Period of contract shall be initially for 24 months from the date of commencement of contract. CONCOR in its discretion may extend the contract on same terms and conditions for a further period of up to twelve months.
- (b) It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period of 2 or 2 + 1 year, whichever the case may be; for at least four months or till the new contract is finalized, whichever is earlier.
- (c) CONCOR reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice. In the event the contract is terminated by CONCOR before the completion of the initial period of 2 years for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit of the Contractor shall be liable to be forfeited.

#### **(II) Forfeiture of EMD:**

The EMD shall be forfeited under following conditions:

- (a) The tenderer withdraws his tender or modifies his offer in a manner unacceptable to CONCOR during the validity period of tender which is 90 (ninety) days from the date of opening of tender.
- (b) The tenderer having been notified of the acceptance of the tender during the validity of tender, refuses to undertake the work on award of the contract.



- (c) If 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.

**(III) Refund of EMD:**

- (a) The amount of EMD will be refunded to the unsuccessful agencies immediately after finalization of contract. No interest shall be allowed on the earnest money deposit.
- (b) The EMD of successful Tenderer shall not be refunded till receipt of Security deposit. The EMD of the successful tenderer can be adjusted against the Security Deposit amount.

**(IV) Security Deposit:**

- i. The Contractor shall be required to furnish a security deposit of Rs. 34,750/- towards successful performance under this contract within fifteen days from the date of communication of award of contract in his favour by CONCOR. Security deposit shall be payable either in the form of Bank Demand Draft in favour of "Container Corporation of India Ltd." payable at Mumbai or by way of bank guarantee from the scheduled bank. If the Security Deposit is submitted by way of Bank Guarantee, the same should be valid for initial period of 2 years plus obligatory period of 4 months. No interest shall be payable by CONCOR on the security deposit.
- ii. However, the Contractor's Security Deposit will be adjusted in full or partially, as case may be full portion of such deposit, towards recovery or fine etc. and forfeited in case of termination of contract during the tenure of the contract.

**(V) Amendment of the tender documents:**

CONCOR reserves the rights to amend the tender documents if considered necessary with due intimation to respective tenderers prior to the last date of submission. CONCOR also reserves the right to extend the date of submission and opening of tender if considered necessary to allow reasonable time to the tenderers in such cases.

**(VI) Rights of CONCOR:**

- i. CONCOR reserves the right to accept or reject any tender in part or in full without assigning any reason whatsoever.
- ii. CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of the CONCOR and the trade.

**(VII) Signing of the contract:**

The successful tenderer shall be required to execute an agreement with the CONCOR within one month from the issue of Letter of Intent/award of contract. In the event of failure on the part of the successful tenderer to submit the Security Deposit/ Bank Guarantee or sign the agreement, the EMD will be forfeited and the acceptance of the tender may be considered as canceled.

**(VIII) Payment:**

- i. Payments due to the contractor will be made on receipt of bills from the contractor. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the contractor if the payment is not made within the stipulated period.

In view of the implementation of GST, the Contractor/Tenderer/vendor shall note the following:-

- 1 The Contractor/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to CONCOR. In respect of each supply of Goods and Services, Contractor/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- 2 The Contractor/Tenderer/Vendor shall indemnify CONCOR, its Directors, Officers, Employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor shall get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
- 3 Contractor/Tenderer/Vendor 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 filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 4 In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the CONCOR.
- 5 If as result of Change in Law, Contractor/Tenderer/Vendor, obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor 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 Contractor/Tenderer/Vendor.
- 6 Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor shall indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.
- 7 A claim for the services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief General Manager of CONCOR/WR may consider such cases.

**(IX) Penalty:**

- i. Any financial loss incurred by the CONCOR authority arising due to any procedural lapses on the part of the valuer shall be recovered by the CONCOR from the valuer.
- ii. Delay in submission of valuation report within the specified limit as set under Job order/letter from terminal; shall attract a penalty of Rs.100/- per day beyond the permitted time, in case no justified reason is given by the valuer for the delay.
- iii. After the submission of Valuation report by the valuer, if any mistake is found in the valuation report either with respect to Cargo description/Value; the valuer will be charged a penalty up to Rs. 1,000/- per FCL or up to Rs. 500/- per LCL towards unsatisfactory performance. Further, the valuer has to re-submit the valuation report in such case.

**(X) Termination of the Contract:**

During the currency of the contract, if the services of the successful tenderer are not found to be satisfactory, CONCOR reserves the right to terminate the contract with one month prior notice without payment of any compensation or whatsoever.

Security deposit will be forfeited in case of premature termination of the contract and CONCOR shall encash the bank guarantee.

**(XI) Exit Clause:**

CONCOR will have the Liberty to seek a cause of termination of contract by serving an advance 30(thirty) days' notice against contractor in case there are strong business reasons for it doing so as determined by its management.

**(XII) Arbitration:**

In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the Chief General Manager, CONCOR, Western Region or any other officer nominated by Chief General Manager, who will either act as an arbitrator or appoint any other officer of CONCOR to act as an arbitrator, & whose decision shall be final. The fees and expenses of the arbitrator shall be shared equally between CONCOR and Other Party to the dispute i.e. vendor/supplier/ contractor.

### **SCOPE OF WORK (VALUATION)**

1. Inventory of containers & it's cargo meant for disposal tendered by CONCOR and submission of Inventory Report to the designated offices of CONCOR.
2. Listing, quantifying and qualifying each item contained in the container/package/consignment with reference to IGM/ITEM/Lot No. in case of Imports and Shipping Bill No./Invoice No/ Exporter details in case of Exports; along with total value of the consignment /lot and individual/unit items etc. and preparation of connected documentation for record of CONCOR. The cargo description should be in detail to cover all particulars of cargo which includes make, date of manufacture, date of expiry, Marks/Numbers, country of origin etc.(if printed/embossed on cargo).
3. The valuer should give unique Lot No. & separate valuation report for each lot depot/location wise.
4. Drawing sample with proper documentation, wherever required with due permissions from terminal authorities.
5. Arranging lab test, market value survey etc; wherever required through Customs/Govt approved/ NABL accredited laboratories. Comprehensive test reports of consignments, shall be submitted by the agency along with their valuation report.
6. Filling up and maintaining of Inventory Register performa etc.
7. In case of Dyes, chemicals, Pharmaceuticals, medicines, bulk drugs etc. the nature of cargo should be specifically mentioned.
8. Valuation/Appraisalment of the consignment/items/units/Empty Domestic Containers (Damaged) etc. and fixing of reserve price.
9. Valuation of any cargo,(other than EXIM) e.g. CONCOR vehicles, furniture/fixtures etc. ,to be sold through auction.
10. Valuation arrived at shall be based on facts (invoice/catalogue/market rate) and/or accepted principles in order to establish the reserve price and submission of same and all other relevant details to the designated officer of CONCOR under confidential cover.
11. Supervision of unpacking/packing before and after inventory/valuation of cargo.
12. Sealing of inventoried packages.
13. In case where a single lot consists of different type of cargo, the inventory should be provided in detail as per type of cargo. Similarly valuation should be given separately depending on type of cargo & total value for complete lot.
14. Revaluation of unsold consignment, which remain unsold in auctions wherever required.

15. It should also indicate prospective use of cargo in the inventory details wherever it is applicable.

16. The estimated quantity of FCL, LCL and empty domestic containers for which valuation is expected to be carried out per annum at CONCOR/Western Region's terminals and which will be the basis for financial evaluation of the bids; are as following:-

Category	Estimated Volume
FCL Containers	113
LCL Containers	5
Empty Domestic Containers	176

The details as mentioned above are estimated volumes only, and it may vary depending upon the volume of cargo which may remain long standing/Uncleared/unclaimed/Abandoned at various depots of CONCOR as mentioned in the tender document. The quantities mentioned above are only an approximate estimate and any variation in quantities during execution of the Work shall not be a basis for any dispute with regards to the rates quoted by Agency.

### **GENERAL CONDITIONS**

1. 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.
2. No information will be divulged to any one, other than those authorised by CONCOR to receive such information.
3. The entire job of valuation/revaluation will be completed to the satisfaction of CONCOR within the time frame to be stipulated by the authorised officers of CONCOR so that the entire procedure can be completed in prescribed time.
4. The valuation report has to be submitted by the valuer within 7 days. In case of failure to do so, penalty as mentioned in PARA IX will be levied on the contractor.
5. In case of any subsequent doubt/dispute in report on valuation/nature of cargo, CONCOR reserves the right to have the cargo revalued/reverified through an independent/customs/Government approved/NABL accredited agency, which shall be at the risk and cost of the successful valuer. If the valuation/verification done by the independent agency grossly differs from the earlier valuation/ verification done by the successful valuer, the decision of CONCOR in this respect shall be final.
6. CONCOR reserve the rights to amend the valuation in accordance with customs procedures, regulation and other laws in force.

**Annexure - I**

**SCHEDULE OF RATES**

**The Chief General Manager,**  
Container Corporation of India Ltd,  
5TH Floor, New Administrative Building,  
C.Rly, D.N.Road, Fort, Mumbai-400001.

**SUB:- OFFER FOR Valuation/ Revaluation of Long standing/ Uncleared/unclaimed/Abandoned Cargo at ICD MULUND (EAST), DRONAGIRI RAIL TERMINAL (DRT) ICD/Pithampur (Indore), ICD/Ratlam, ICD/Chinchwad, DCT Turbhe, CRT/Verna, Chanderia, Tihi etc.**

With reference to your tender enquiry, we submit our offer as under:

Category of containers/lots	Per FCL/LCL/Container rate	
	Rs. In figure	Rs. In words
a) Rate per FCL container		
b) Rate per LCL lot ( IGM/Item No.) in case of LCL containers		
c) Rate per Empty Domestic Container		

Notes:

- Rate quoted above will be inclusive of all taxes/levies except that GST at prevalent rate will be paid separately and should not form part of quoted rates.
- The rates quoted should be strictly in the given format only.

Name of the tenderer with Address

Signature of Tenderer  
Duly Sealed/Stamped.

**Annexure - II**

**CONTAINER CORPORATION OF INDIA LIMITED  
(A GOVT. OF INDIA UNDERTAKING)**

**Agreement for Valuation/ Revaluation of Long standing/  
Uncleared/unclaimed/Abandoned Cargo at ICD Mulund( East),Dronagiri Rail  
Terminal(DRT) ICD/Pithampur (Indore), ICD/RATLAM, ICD/Chinchwad, DCT  
Turbhe, CRT/Verna, Chanderia, Tihi etc.**

Contract Agreement No. \_\_\_\_\_

Dated \_\_\_\_\_

An agreement made this \_\_\_\_\_ date of \_\_\_\_\_ Two Thousand and Eighteen between Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the \_\_\_\_\_, Container Corporation of India Ltd., Mumbai (hereinafter called CONCOR) on the one part and \_\_\_\_\_ and carrying on business at \_\_\_\_\_ under the name of \_\_\_\_\_ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of Valuation/ Revaluation of Long standing/ Uncleared/unclaimed/Abandoned Cargo at ICD Mulund( East),Dronagiri Rail Terminal (DRT) ICD/Pithampur (Indore), ICD/Ratlam, ICD/Chinchwad, DCT Turbhe, CRT/Verna, Chanderia, Tihi etc. at the rates and under the conditions specified in the tender document.

In consideration of the payment to be made to CONCOR, the Contractor shall duly perform the said duties in the said tender document 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 perform the services in accordance with the Terms and Conditions of the contract with effect from \_\_\_\_\_ day of \_\_\_\_\_ 2018 up to \_\_\_\_\_ day of \_\_\_\_\_ 2020 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the **Contractor** observes and honours the said Terms and Conditions of the contract, CONCOR will pay or caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
FOR AND ON BEHALF OF CONCOR

**WITNESSES**

**WITNESSES**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_



**Annexure-III**

**BANK GUARANTEE**

**(On Non - Judicial stamp paper of appropriate value)**

\_\_\_\_\_ Bank

To,  
Container Corporation of India Ltd.,  
5th Floor, New Administrative Building,  
Central Railway, D. N. Road,  
CST, Mumbai : 400001.

Guarantee No. : \_\_\_\_\_

Amount of Guarantee : \_\_\_\_\_

Guarantee cover from \_\_\_\_\_ to \_\_\_\_\_

Last date for lodgment : \_\_\_\_\_

1. This deed of Guarantee is made this \_\_\_\_\_ by (Bank) constituted under the \_\_\_\_\_ having head / center / a branch at \_\_\_\_\_ herein after referred to as the Bank in favour of CONCOR for an amount not exceeding Rs. \_\_\_\_\_ at the request of (Contractor) hereinafter referred to as the contractor.

2. In consideration of the Board of Trustees of the CONCOR having its office at \_\_\_\_\_ hereafter called the (CONCOR) which expression shall unless repugnant to the subject or context includes its administrators, successors or assign having agreed to the terms and conditions contained in the letter of acceptance of tender vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the CONCOR which has been accepted by the contractor for the work of valuation of cargo from long standing containers ( herein after called the contract ) to accept a deed of guarantee as herein provided thereof for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ lakhs only) \_\_\_\_\_ (Bank) against the security deposit to be made by the contractor.

3. We, \_\_\_\_\_, do hereby undertake to pay the amounts due and payable under this guarantee without any amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ lakhs only).

4. We, \_\_\_\_\_ undertake to pay to the CONCOR any money so demanded notwithstanding any dispute or disputes raised by the Contractors in any suit or proceeding pending before any court or tribunal relating thereto. Our liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractors shall have no claim against us for making such payments.

5. We, \_\_\_\_\_, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CONCOR under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-Charge on behalf of CONCOR certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

6. We, \_\_\_\_\_, further agree with the CONCOR that the CONCOR shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractors from time to time or postpone to any time or from time to time any of the power exercisable by the CONCOR against the said contractors and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractors or for any forbearance, act or omission on the part of the CONCOR or any indulgence by the CONCOR to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractors.

8. We, \_\_\_\_\_, lastly undertake not to revoke this guarantee except with the previous consent of the CONCOR in writing.

9. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Contractor notwithstanding anything mentioned above, our liability against the guarantee, is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ lakhs only) and unless a claim in writing is lodged with us within 6 months of the date of expiry of the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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