

CONTAINER CORPORATION OF INDIA LTD.

(A Govt. of India Undertaking)



TENDER NO: CON/WR/ICD-DRT/REPAIRINGHIGHMAST/16/2018

TECHNO-COMMERICAL BID

OPEN TENDER

FOR

**REPLACEMENT/REVAMPING OF 08 NO. LIFTING EQUIPMENT'S OF HIGH MAST IN
ICD/Dronagiri (DRT)**

CONTAINER CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA UNDERTAKING)

WESTERN REGION

**Address of CONCOR/WR: CONTAINER CORPORATION OF INDIA LTD, WESTERN
REGION OFFICE AT 5TH FLOOR N.A.B, CST, MUMBAI- 01.**

CONTAINER CORPORATION OF INDIA LTD.
5th FLOOR, NEW ADMINISTRATIVE BUILDING,
CENTRAL RAILWAY, D.N.ROAD,
CST-MUMBAI.

NOTICE INVITING LIMITED TENDER

1. Sealed open tenders in single bid system are invited from the reputed eligible agencies/firms.
2. Complete tender papers duly accompanied with requisite EMD shall be received in the office of CGM/WR, as per date & time mentioned below & shall be opened in presence of the tenderers or their authorized representative.

| | |
|---|---|
| Tender No. | CON/WR/ICD–DRT/REPAIRINGHIGHMAST/16/2018 |
| Name of Work | REPLACEMENT/REVAMPING OF 08 NO.LIFTING EQUIPMENT'S OF HIGH MAST (NO.1, 2, 3, 5, 6, 11&12) of ICD/DRT |
| Estimated Cost | Rs. 21,10,100.00 + GST as applicable |
| Currency of contract | 90 (Ninety) days |
| Earnest Money Deposit | Rs. 42,202/- |
| Financial Eligibility criteria | The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years, (i.e.2014-15, 2015-16, & 2016-17) of value not less than Rs.18,99,090/- . The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years. |
| Experience with respect to similar nature of work | Tenderer should have completed successfully at least one similar nature of work (i.e. Supply/ /erection/maintenance of High Mast) of value not less than Rs.7,38,535/- in the last four financial years (i.e. 2014-15, 2015-16 and 2016-17) & current year (2017-18) up to the date of tender submission. |
| Date & time of submission of tender | 01/03/2018 at 15.00 hrs |
| Date & time of opening of tender | 01/03/2018 at 15.30 hrs |

*Demand draft in favor of Container Corporation of India Ltd. Payable at Mumbai.

3. Any clarification on the content of tender document can be referred to undersigned by making a written requested within 7 days. Effort will be made to issue clarification in this connection in writing in next 7 days by CONCOR.
4. Corrigendum/Addendum to this tender if any will be intimated. This may kindly be noted by bidders/prospective bidders.

5. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.
6. GST will be paid extra as applicable. Any other tax, levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect.
In the BOQ, the bidders should quote rates excluding GST. GST will be paid extra subject to GST registration and GST payment to Govt. authority.
7. If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then the successful bidder will be selected on the basis of lottery in presence of concerned bidders. The Tender Evaluation Committee will conduct the lottery.

CGM/Regional Head /WR

CONTAINER CORPORATION OF INDIA LTD.
5th FLOOR, NEW ADMINISTRATIVE BUILDING,
CENTRAL RAILWAY, D.N.ROAD,
CST-MUMBAI.

NIT for press publication

CONCOR invites tender in **single bid system** for the following work

| | |
|----------------------------------|--|
| Tender No. | CON/WR/ICD-DRT/REPAIRINGHIGHMAST/16/2018 |
| Name of Work | REPLACEMENT/REVAMPING OF 08 NO. LIFTING EQUIPMENT'S OF HIGH MAST (NO.1, 2, 3, 5, 6, 11&12) of ICD/DRT |
| Estimated Cost | Rs. 21,10,100/- + GST (as applicable) |
| Completion Period | 02 Month |
| Earnest Money Deposit | Rs.42,202/- (by Demand Draft)* |
| Cost of Tender Document | Rs.1120/- (1000 + GST@12%),(if by post Rs.1500/-)* + if GST applicable |
| Date of sale of tender | 01-03-2018 to 21-03-2018 (between 11:00 to 15:00 hrs. on all working days) |
| Date & time of tender submission | 21-03-2018 upto 15:00 hrs. |
| Date of tender opening | 21-03-2018 at 15:30 hrs. |

* Demand Draft in favour of "**Container Corporation of India Ltd.**" Payable at Mumbai.

2. For complete details of tender document, log on to our website www.concorindia.com.

Chief General Manager,/WR
Container Corporation of India Ltd.,

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This tender document consists of **45** pages. The tenderers are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending tendered and embossed with official seal at the time of submission.

Check list to be filled by Bidder before Submission of Bid

| Documents to be submitted by the tenderer alongwith their bid | Check & confirm of having attached these documents alongwith Bid (Yes/No) |
|---|---|
| Earnest Money Deposit (EMD) in the form of a crossed bank draft drawn in favour of "Container Corporation of India Limited", payable at Mumbai from Nationalized/Scheduled Banks only. | |
| Balance Sheets with profit & loss accounts for the last three years and Chartered Account's Certificates | |
| Experience Certificate for executing works of similar nature as per tender eligibility requirements, issued by with State Govt. or Central Govt., Public Sector Undertakings or listed companies. | |
| Affidavit for sole Proprietorship / Partnership deed of Private or Limited Company, Cooperative Society, PSU, etc, (Firm details) | |
| Certificate of Registration with company of Registrars. | |
| Memorandum of Articles and Association, if required. | |
| Joint Venture Agreement in the prescribed format, if required. | |
| Power of Attorney in original | |
| Letter of submission of tender on the letter head | |
| Submission of complete tender document, duly signed | |
| PF Registration Certificate | |
| Permanent Account Number (PAN) Card | |
| Sales Tax Return / IT Returns / VAT Registration Certificate/Service Tax Registration No. | |
| Bank Details (Account No., Bank Name, MICR No, RTGS No. cancelled cheque) | |
| Affidavit Annexure B to be submitted along with Tender | |
| Affidavit Annexure D to be submitted along with tender | |

Tender Letter

To

Dear Sir,

Name of Work: Replacement/Revamping of 08 no. lifting equipment's of High mast in ICD/Dronagiri.

1 CONCOR is pleased to invites your competitive bid in prescribed format .You are requested to peruse the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page .

2 The tender should be submitted sealed Envelope marked as "Tender for Replacement/Revamping of 08 no. lifting equipment's of 08 no High mast in ICD/Dronagiri. ", furnishing the following details:

The Technical bid: shall contain the following;

- i. Attested/self-attested copies of Affidavit for sole proprietorship/partnership deed/ memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- ii. Attested/self-attested copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- iii. Earnest money of **Rs. 42,202/- (Rupees Forty two thousand two hundred & two only)** should accompany each tender in the form of a crossed bank draft drawn in favour of "Container Corporation of India Limited", payable at Mumbai from Nationalized/Scheduled Banks only.
- iv. Copy of latest IT returns filed by the firm & PF, ESI registration and PAN Card (Photocopy).
- v. Valid GSTIN number and copy of Valid GST registration certificate.
- vi. Document in support of financial eligibility: The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (**i.e 2014-15, 2015-16, & 2016-17**) of value not less than **Rs. 18,99,090/-**. The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years.
- vii. Experience with respect to similar nature of work - Tenderer should have completed successfully at least one similar nature of work(i.e. Supply/ /erection/maintenance of High Mast) of value not less than **Rs. 7,38,535/-** in the last four financial years (i.e **2014-15,2015-16, & 2016-17**) & current year (2017-18) upto the date of tender submission.
- viii. General and special terms and conditions of contract duly read and signed on all pages.
- ix. Instructions to tenderers read and signed on all pages.
- x. Letter of submission of tender and tender letter.
- xi. Affidavit as per Annexure 'D'

- xii. For judging the technical eligibility and financial capability those works which had been executed for the Govt. or Semi-Governmental Organization, State Govt., PSU & their subsidiary and listed companies and any reputed/experienced companies shall be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal.
- xiii. The work experience certificate of works executed on back to back basis / Sublette works shall not be considered.
- xiv. The bidder, who have changed the name of firm/merged/acquired/purchased any firm whose credential papers are being used/submitted for qualification of tender, should submit the following documents in this regard :-
 - a. The copy of Certificate of Incorporation of firm or Registration certificate of firm.
 - b. Copy of Memorandum and Articles of Association of firm.
 - c. Copy of Board Resolution regarding change of name of firm/take over/merger of the firm.
 - d. Copy of sale deed/Memorandum of Understanding for Purchase/sale/merger of firm along with assets and liabilities.
 - e. The copy of GST Registration Certificate.
 - f. Copy of PF Registration and PAN Card.
 - g. Affidavit regarding change of name of firm along with all assets and liabilities.
 - h. Affidavit regarding closure of business of old firm/merged firm.
 - i. Copy of Certificate of CA/Company Secretary regarding Sale/Merger/Change of name of firm.
- xv. In absence of the complete documentary evidence such offer shall be summarily rejected.
- xvi. The bidder is required to submit their registered email id, Phone no. Fax no. , on their letter head. And if the contract is awarded to them, they will be required to submit the contact phone no. of supervisor/in charge responsible for the site.

3. (Financial Bid)

Bill of quantities i.e. **Annexure-V** with rates & amounts duly filled in words and figures. Total cost of bid should also be indicated in words and figures duly signed.

4 General

- 4.1 All correspondence in connection with Tenders shall be addressed to Chief General Manager, Container Corporation of India Ltd., Western Region, 5th Floor, New Administrative Building (NAB), Central Railway, D.N.Road,C.S.T, Mumbai- 400001.
- 4.2 The Tender No. **CON/WR/ICD-DRT/REPAIRINGHIGHMAST/16/2018** given above and subject must appear on all correspondence and documents.
- 4.3 The tender documents duly completed must reach the designated office of the Chief General Manager, Container Corporation of India Ltd, 5th floor, New Administrative Building, Central Railway, D.N.Road, CST-Mumbai before **15.00** hours on **21/03/2018**, and the same will be opened at same place at **15:30** hours on **21/03/2018**. The Tenderers or their Authorized Representatives may be present at the time of opening of the tenders, if they so desire.
- 4.4 In case **21/03/2018** is declared a public holiday the tenders will be received and opened at the same time on the next working day.

- 4.5 The sequence of Tender opening shall be as:-
(i) Earnest Money Deposit (EMD).
(ii) Technical Part & Financial Part
- 4.5 **period of contract:-** The completion period of the contract shall be **of 02 (Two) month** from the date of commencement of contract.
- 4.6 No deviation on account of increase in any price will be admissible. However, any increase in statutory levies GST etc. payable under the contract will be reimbursed on documentary evidence.
- 4.7 Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in NIT.
- 4.8 Tenderers are requested to peruse the "Instructions to Tenderers" and all other tender documents and submit their tender duly sealed.
- 4.9 No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected
- 4.10 Container Corporation of India Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
- 4.11 Tenders are also advised to visit the site & get conversant with the related work expected of them prior to submission of bids.
- 4.12 The tender shall remain valid for a period of Ninety (90) days from the date of tender opening.

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

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

Chief General Manager/Regional Head (WR)

Name of Work: Replacement/Revamping of 08 no. lifting equipment's of 08 no High mast in ICD/Dronagiri.

MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS

- i. EMD of **Rs. 42,202/- (Rupees Forty two thousand two hundred two only)** in favour of "Container Corporation of India Ltd". The EMD to be paid through e-payment and receipt of the same should be scanned and uploaded in the e-tendering website: www.tenderwizard.com/CCIL.
- ii. Financial eligibility Criteria - The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e. **2014-15, 2015-16, 2016-17**) of value not less than **Rs. 18,99,090/-**. The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years.
- iii. Experience with respect to similar nature of work - Tenderer should have completed successfully at least one similar nature of work (i.e. (i.e. Supply/ /erection/maintenance of High Mast) of value not less than **Rs. 7,38,535/-** in the last Four financial years (i.e. **2013-14, 2014-15, 2015-16 & 2016-17**) & current year (2017-18) up to the date of tender submission.
- iv. Affidavit (Annexure-B) duly filled up and signed on stamp paper.

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

AFFIDAVIT

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

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

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

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

**DEPONENT
SEAL AND SIGNATURE OF THE TENDERER**

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:-
Dated:-

Details as appropriate are to be filled in suitably by tenderer.
Attestation before Magistrate/ Notary Public.

Annexure-C

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

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

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

Signature of Tenderer's
With stamp

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

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

Signature of Tenderer

Stamp

SECTION –II

1. INSTRUCTIONS TO TENDERER

CONCOR invites sealed Open Tender for Replacement/Revamping of 08 no. lifting equipment's of 08 no High mast in ICD/Dronagiri, in single bid system.

- 1.1 The Tender Form is not transferable under any circumstances. The Tenderer may submit their offer for the location as specified in the Tender.
- 1.2 The tender should be submitted in sealed Envelope marked as "Open Tender for Replacement/Revamping of 08 no. lifting equipment's of 08 no High mast in ICD/Dronagiri."
- 1.3 Each folio of the Tender Document shall be signed by the intending Tenderer or such person on his behalf as is authorized to sign for and on his behalf and embossed with the official seal at the time of submission.
- 1.4 The tender bids will only be opened at 15:30 hours **on 21/03/2018**. Any offer received after 15:00 hrs on **21/03/2018** will be summarily rejected.
- 1.5 The agencies who have valid certificate of registration **under MSE**, will be benefited according to the prescribed guidelines as issued by Govt. of India under this act time to time.

2. EARNEST MONEY

- 2.1 Earnest money/bid guarantee deposit for **Rs. 42,202/- (Rupees Forty two Thousand Two Hundred & two Only)** should accompany each tender in the form of a crossed bank draft drawn in favour of "Container Corporation of India Limited", payable at Mumbai from Nationalised/Scheduled Banks only.
- 2.2 No interest will be payable by CONCOR on the Earnest Money Deposit.
- 2.3 The Earnest Money Deposit will be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 2.4 The Earnest Money Deposit of the successful tenderer will be retained as initial security deposit.
- 2.5 The Earnest Money Deposit of all unsuccessful Tenderers will be refunded after decisions regarding award of contract is taken. The bidder is advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction if found necessary.
- 2.6 Any tender not accompanied by Earnest Money Deposit for the period of validity of offer will be summarily rejected.

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

3. **Financial Bid :**

Tenders will be checked and corrected by CONCOR for any arithmetical errors in computation and summation as follows:

- 3.1 The tenderer should quote in figures as well as in words, the rates and amount tendered by them. Tenderers may note that non-compliance of above may lead to rejection of their tender. In case of discrepancy in rates & amount, the rates will prevail and in case of discrepancy in rates in figures & words, the rates in words will prevail.
- 3.2 Bill of quantity indicated in Section-VI are only an approximate estimate of the volumes expected.
- 3.3 As mentioned, the quantity mentioned in Section IV are only approximate estimate and shall not be a basis for any dispute with regard to the rate quoted by the tender/contractor or for the alteration of terms and condition. The nature and extent of the work is and shall remain subject to variation and adjustment depending upon the actual operational and commercial requirements.

4. **SUBMISSION OF OFFERS**

- 4.1 The tender should be submitted in sealed envelopes marked as "Open Tender for Replacement/Revamping of 08 no. lifting equipment's of High mast in ICD/Dronagiri.
- 4.2 The tender documents duly completed must reach the designated office of the Chief General Manager, Container Corporation of India Ltd, 5th floor, New Administrative Building, Central Railway, D.N.Road, CST-Mumbai. Before 15.00 hours on **21/03/2018** and the same will be opened at same place at 15:30 hours on **21/03/2018**. The tenders received after stipulated date & time will be summarily rejected. The Tenderers or their Authorized Representatives may be present at the time of opening of the tenders, if they so desire.
- 4.3 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by telegram will not be considered. CONCOR reserves the rights to extend the date and validity of tender.
- 4.4 All offers shall either be type written or written neatly with indelible ink and should be signed by authorized representative of the firm on all pages.
- 4.5 All prices and other information having bearing on the price shall be written both in figures and words in the prescribed Price Bid offer form.
- 4.6 Copy of Documents showing Proof of Employment i.e. the tenderer shall have PF & ESI registration nos.
- 4.7 Copy of partnership deed with copy of registration certificate if tenderer is a partnership firm memorandum and articles of association along with copy of

4.8 incorporation certificate in case of company or in case of sole proprietor, an affidavit may be enclosed

4.9 Compulsory PAN No.

4.10 GST registration number and copy of GST registration certificate.

(i) Tenderer have to ensure GST compliance as under:-

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

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

4.11 Contractors may note that fulfilling the qualifying criteria will not tantamount to award of contract or any obligation on part of CONCOR to award the contract to the bidder.

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

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

4.12 The tenderer is advised in his own interest to visit the site of work and acquaint him with all local conditions. Work will involve Replacement/Revamping of 08 no. lifting equipment's of 08 no High mast in ICD/Dronagiri. The Tenderer should get himself familiarized with location / Area of the working place before quoting the rates.

5 ACCEPTANCE OF TENDER:

5.1 The authority for acceptance of tendered rates will rest with the Chief General Manager/Regional Head, Container Corporation of India Ltd, 5th floor, New Administrative Building, Central Railway, D.N.Road, CST-Mumbai who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for his decision in this matter.

5.2 Acceptance of tendered rates will be communicated by Fax/Telegram/Express letter or formal acceptance of the tender. In case where acceptance is indicated by Fax or Express letter; the formal acceptance of the tender will be forwarded to the tenderer as soon as possible, but the Fax or Express letter should be deemed to conclude the contract.

5.3 The tender documents shall become the property of CONCOR with CONCOR having no obligation to return them.

5.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

5.5 On acceptance of the tender, the name of accredited representative of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR.

5.6 The tenderer's offer shall be valid for **90 days** from the date of submission of the offer and the tenderer shall extend the offer as desired by CONCOR in case the tender is not finalized within validity period

5.7 (a) The tenderer, whose tender is accepted, shall be required to appear at the office of CONCOR in person, or through a duly authorized representative, to execute the contract documents/agreement within 60 days after date of issue of LOA. Failure to do so shall constitute a breach of agreement effected by the acceptance of the tender, in which case, the earnest money & other dues shall be forfeited by the Container Corporation of India Ltd

(b) The date of start of work will start from the date mentioned in LOA.

(c) The successful bidder shall have to submit a performance guarantee (PG) within 30 (thirty) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract agreement (i.e. CGM/WR). However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e, from 31st day after the date of issue of LOA. In case the

contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. Nevertheless if the contractor performance is found satisfactory, CGM/REGIONAL HEAD/WR on written request of the party can waive off this limitation with penalty for further period of one month and allow late submission of performance guarantee if the reasons for delay are found convincing and reasonable. The failed contractor shall be debarred from participating in re- tender for that work.

(d) The date of start of work will start from the date specified in the LOI.

- 5.7 The tenderer shall treat the contents of the tender documents as private and confidential.
- 5.8 **Every tenderer shall state in the tender his postal address fully, phone no.E-mail ID and clearly.** Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.
- 5.9 CONCOR reserves the right to reject any or all tender forms without assigning any reason.
- 5.10 Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/explain/ stipulate any thing, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
- 5.11 If at all the tenderers are having any doubt and wanted to quote any special conditions, the same should be brought out by clearly indicating the financial implications of their conditions.
- 5.12 Tenderers are advised to quote their rates considering all the above facts.
- 5.13 **LATE TENDER & DELAYED TENDER:** Any offer received by CONCOR after sealing of tender box will not be considered.
6. **WITHDRAWAL OF TENDERS:** No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiry of the period of tender validity specified by bidder. Otherwise Earnest Money/Bank Guarantee will be forfeited without any notice.
- 7 **AMENDMENT OF TENDER DOCUMENTS:**
- 7.1 At any time prior to the last date for submission of the offers, CONCOR may for any reason modify the tender documents by an amendment.
- 7.2 In order to afford to prospective Tenderers reasonable time to consider the amendment in preparing their offers, CONCOR may at its discretion extend the last date for the submission of tenders.
- 7.3 Work shall be carried out as per the instructions of Terminal in-charge/ representative of CONCOR.

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

CGM/Regional Head /WR

LETTER OF SUBMISSION OF TENDER

From:

To:

.....

M/s Container Corporation of India Ltd.,

Name of Work: Replacement/Revamping of 08 no. lifting equipment's of High mast in ICD/Dronagiri

Dear Sirs,

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

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

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

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents and commence the work as per tender document and LOA after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to **Rs. 42,202/-** only lodged with the CONTAINER CORPORATION OF INDIA LTD.

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

I/We have annexed to this tender all document contained in a cover superscripted with Tender No. **CON/WR/ICD-DRT/REPAIRINGHIGHMAST/ /2018** and all the documents listed under para 2 of Section - 1 including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling CONCOR to avoid any resultant contract.

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

SIGNATURE (S) OF THE TENDERER WITH STAMP

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

AGREEMENT FOR WORKS

Agreement No. _____

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

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

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

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

Company Detailed Letter of Acceptance no. _____ as accepted by Contractor

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

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

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

under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

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

(a) Contractor has submitted irrevocable Performance Bank Guarantee amounting to Rs. _____ (Rupees _____) vide bank guarantee No. _____ dated _____ issued by _____ (Name of the bank) valid till _____.

(b) Performance Guarantee shall be released after satisfactory completion of the work. Wherever the contracts are rescinded, the Performance Guarantee will be encashed and the balance work will got done separately

(c) The balance work will be done independently without risk and cost of the original contractor.

(d) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm

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

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

IN THE PRESENCE OF

WITNESS:

1. _____

2. _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF CONCOR.

IN THE PRESENCE OF

WITNESS:

1. _____

2. _____

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

To
 Container Corporation of India Limited,
 5th floor, New Administrative building,
 Central Railway, D.N. Road, CST,
 Mumbai- 400 001.

Dear Sir (s)

1. In consideration of the Container Corporation of India Limited (hereinafter called "the CONCOR") having agreed to exempt M/s _____ hereinafter called the said Contractor(s)" from the demand, under the terms and conditions of an acceptance letter No. _____ made between the Chief General Manager/Regional Head, CONCOR (WR) and M/s _____ for work of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Contractor(s), we do hereby undertake to pay to the CONCOR an amount not exceeding _____ only) we _____ (hereinafter referred to as the bank) at the request of M/s _____ (Name of Contractor) _____ of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for _____ only against any loss or damage caused to or suffered or would be caused to or suffered by the CONCOR by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
2. We, ___ (Bank Name)_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CONCOR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CONCOR by reason or breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.)
3. We, ___ (Bank Name)_____ undertake to pay to the CONCOR any money so demanded notwithstanding any dispute or dispute raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

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

4. We (Bank Name) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CONCOR under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the CGM/Regional Head, CONCOR (WR) certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We (Bank Name), further agree with the CONCOR that the CONCOR shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of CONCOR or any indulgence by the CONCOR to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
7. We, (Bank Name) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CONCOR in writing.

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

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

For (Bank Seal & Sign)

Bank Guarantee No. _____

Date:

CHECK LIST TO BE FILLED AND SUBMITTED ALONG WITH BILL.

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

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

(Terminal Manager)

SECTION - III

GENERAL AND SPECIAL TERMS & CONDITIONS OF CONTRACT

Open tender document for the Replacement/Revamping of 08 no. lifting equipment's of High mast in ICD/Dronagiri..

1.0 PREAMBLE

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

2.0 VALIDITY OF OFFER

The tender shall remain valid for a period of ninety (90) days from the date of tender opening.

3.0 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE ON ACCEPTANCE OF TENDER: -

(i) PERFORMANCE GUARANTEE

The Performance Guarantee (PG) is outlined below:

- (a) The successful bidder will give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- (b) The Performance Guarantee will be furnished by the successful contractor after the letter of acceptance within 15 days thereafter and will be valid upto 01 year after completion of contract period. The Extension of time for submission of PG beyond 15 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement (i.e. CGM/WR). However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *However, if the contractor performance is found satisfactory, CGM/REGIONAL HEAD/WR on written request of the party can waive off this limitation with penalty for further period of one month and allow late submission of performance guarantee if the reasons for delay are found convincing and reasonable. The failed contractor shall be debarred from participating in re-tender for that work.*
- (c) Performance Guarantee (PG) shall be released after satisfactory completion of the contract period based on Completion Certificate issued by the competent authority i.e. terminal manager stating that the Contractor has completed the contract in all respects satisfactorily.
- (d) Wherever the contracts are rescinded, the security deposit will be forfeited and the Performance Guarantee will be encashed and the balance work will got done separately.
- (e) The balance work will be done independently without risk and cost of the original contractor.
- (f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm,

then every member / partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.

(ii) SECURITY DEPOSIT

(a) Total security deposit on acceptance of the tender is 5% (Five percent) value of the contract including the earnest money deposited with the tender. The earnest money deposited with the tender will be converted into initial security deposit. The balance amount of security deposit will be recovered from the MONTHLY BILLS at the rate of 10% from each bill till the total security deposit is recovered. No other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

(b) The security deposited unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Terminal Manager to the effect that the contract is completed satisfactorily. The certificate, inter alia, should mention that the contract has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to CONCOR against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate is required to be submitted by contractor.

- 3.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit/performance security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to adjust/ recover any loss and/or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit/performance 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/performance security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit/performance security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 3.3 The security deposit/performance security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.
- 3.4 (a) The Security Deposit/ performance security deposit shall, subject to any deduction that may be made there from, be returned to contractor after completion of the contract & finalization of final bill on issuance of "NO DUES CERTIFICATE" by the Chief Manager/Terminal manager of the respective terminal and "NO Claim Certificate" from the contractor. However, even if there is any delay the Tenderer will not be entitled to any interest.
(b) No interest will be payable on Security Deposit/ performance security deposit.
- 3.5 CGM (WR) may, at his discretion, increase the amount of Security Deposit/ performance security deposit, proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit.

4.0 PAYMENTS

- 4.1 For doing the work indicated in section-IV "Scope of Work" the tenderer will be paid according to the finally accepted 'Bill of Quantity (BOQ)'.
4.2 The payment under various items of the 'Bill of Quantity (BOQ)' will be due only on completion of the full work and on submission of bills. The scope of work completed by the contractor with regard to quantity and quality as per BOQ will be certified by Terminal Manager for payment. The Check list as per Annexure IV is required to be enclosed with bills for payment.
4.3 The rates given in the 'Bill of Quantity (BOQ)' will be binding on both the parties and no change in the rates will be permissible during currency of the contract. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained. TDS shall be deducted from bills as applicable.
Payment of the work will be paid after satisfactory completion of work duly certified by authorized CONCOR representative and deduction will be made if any "LD" is imposed.

4.4 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

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

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

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

CGM/Regional Head (WR)'s decision regarding reasonable labour cost and reasonable material consumption and cost shall be final and binding on contractor.

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

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

"The contractor shall prepare and submit final bills to CONCOR's official in-charge along with requisite documents like materials Challans. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including taxes applicable, at the prescribed rate. The aforesaid payment of the final bills will ordinarily be made within 15 days of submission. The delay, however shall neither entitle the contractor to claim interest nor stop discharge of the contract.

- 4.6 A claim for services rendered under this contract shall be made by the contractor to CONCOR within three months of such completion of works. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof. Nevertheless CGM (WR) on written request of the party can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 4.7 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR. Nevertheless, on written request of the party CGM (WR) can waive off this limitation and allow late submission of any claim for such under payment not received within the stipulated three months period.
- 4.8 Payment will be made after satisfactorily completion of complete work. Payment shall be made through RTGs (the contractor should submit the bank details for receiving the payment) in the name of Contractor No request in the change of name will be considered.
- 4.9 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence error, etc or any cause whatsoever the amount would be recovered from the bills or from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

For doing the work indicated in section-IV "Scope of Work" the tenderer will be paid according to the finally accepted "Bill of Quantity (BOQ)". Payment will be made after satisfactorily completion work. GST will be paid extra at applicable rates. The contractor has to deposit Goods & Service Tax and submit proof of deposit GST challan for the claiming GST.

5.0 ESCALATION CLAUSE

Prices will remain fixed for the duration of **Two month** of contract and extended period of contract. No deviation on account of increase in any price index will be admissible. However, any increase in statutory levies GST etc. payable under the contract will be reimbursed on documentary evidence.

6.0 WARRANTY (Warranty/ defect liability period):-

The work/ supplied material by the contractor shall be under one year's defect liability period for material and workmanship. Defects noticed during the defect liability period shall be rectified by the contractor without any cost to the CONCOR, failing which security deposit of the contractor shall be forfeited.

7.0 LIQUIDATED DAMAGES(LD):-

A sum equivalent to 0.5% of the value of work for each week or part of week so delayed in completion of complete work subject to maximum of 10% of the contract value will be recovered from the contractor as liquidated damages. Once the maximum is reached CONCOR may consider for the termination of contract.

6.0 DURATION OF CONTRACT.

6.1 The contract shall be awarded for a period **of 2 months (two month)** from the date of commencement of contract. **However, if works delays due to un foreseen reason or due CONCOR's operational urgency requirement in nominated area, CONCOR can give additional completion days on request of the contractor.**

6.2 The rates accepted by the competent authority of CONCOR shall remain fixed and valid for entire period of contract i.e. during the 2 months period and extended period of contract (if any).

7 DEDUCTION TOWARDS TAXES OR ANY OTHER LEVY SUCH AS SERVICE TAX ETC. AT SOURCE

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

8.0 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of CONCOR or to any person on his or their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall in addition to any criminal liability the contractor may incur, entitle CONCOR to rescind this contract and all other contract with him. CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decision and to recover the amount from any money due to the contractor in respect of this and all other contract, between him and CONCOR. The contractor shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith question or dispute as to the commissions of any offence or compensation payable to CONCOR under this clause shall be settled by the CGM/WR of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

8.1 The contractor shall forbid and take all possible steps within his power to prevent all labour and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

8.2 No person who had retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government service or CONCOR shall be the contractor. The contractor shall under no circumstances employ the person, who is in the employment of the Government or CONCOR for the purpose of carrying out this contract and further shall not employ and person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the contractor

himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of CONCOR.

9.0 **ARBITRATION**

- 9.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words/terms specifications and instructions mentioned in this contract and as per the quality of workmanship or performance or as to any other question/claim/right/matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operations, instructions, orders or these conditions or otherwise concerning the Annual maintenance 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 some other person appointed by the CGM/WR, CONCOR willing to act as such arbitrator. 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 difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the CGM/WR as aforesaid at the time of such transfer, 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. It is also a term of this contract that no person other than a person appointed by the CGM/WR as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 9.2 Subject as aforesaid the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 9.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- 9.4 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contract shall be withheld on account of such proceedings.
- 9.5 The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.
- 9.6 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 do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
- 9.7 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 9.8 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

9.9 The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

10.0 **UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF**

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

11.0 **TERMINATION OF CONTRACT AGREEMENT**

- 11.1 In the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR administration (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving 30 days' notice to the contractor. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the performance guarantee as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary. The certificate of the CONCOR's Technical Official and verification of work for the sum payable to the tenderer, if the work in question had been carried out by him under the terms of the contract, shall be final and binding on the contractor.
- 11.2 Besides above, CONCOR administration will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the contractor may suffer by reason of such termination, by giving the contractor 02 months prior notice in writing of its intention to terminate the agreement. The contractor, however, shall have no right to terminate the agreement under any circumstances. If he discontinues the work before expiry of the agreement, CONCOR Administration will be entitled to get the work done from any other agency and to encashment of the performance bank guarantee.

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

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

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

12.0 EXIT CLAUSE

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

13.0 SAFETY / PRECAUTIONS:

- 13.1 It shall be the duty of the contractor to acquaint him with all safety regulations as proposed by any statutory authorities.

- 13.2 The contractor shall indemnify Container Corporation of India Ltd against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.

- 13.3 All liabilities owing to injury/death of the staff of the contractor during discharge of contract will be to the contractor & CONCOR will stand identified for same.

- 13.4 All staff while working on Housekeeping & Cleaning services should use adequate safety/protection equipment.

14.0 LIABILITY FOR LABOUR LAW AND STATUTORY COMPLIANCE:-

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

The Payment of Wages Act, 1936

The Factory Act, 1948

The Workmen's Compensation, 1923

The Employees Provident Fund Act, 1952

The Contract Labour (Regulation and Abolition) Act, 1970

The Payment of Bonus Act, 1965

The Payment of Gratuity Act, 1972

The Equal Remuneration Act. 1976

The Employees State Insurance Act, 1948

The Industrial Disputes Act, 1947.

The Employment of Children Act, 1938

The Motor Equipment Act,

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

15.0 **CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923**

The contractor shall at all times indemnify CONCOR against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such laborer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, CONCOR shall be at liberty to withhold such amount from the bills of the contractor and also deposit the same with the Commissioner under W.C. Act.

- 15.1 The labor's/operator's/contractor's employees engaged in the containers under the terms of the contract are to be deemed as employees of the contractor for all Purposes of Industrial Disputes Act, 1947 or other enactments that may be applicable Should necessity arise
- 15.2. The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come into force and the contractor shall indemnify and keep CONCOR indemnified against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the contractor to comply with any such laws, regulations and / or rules.

16.0 **RESPONSIBILITY/LIABILITY OF THE CONTRACTOR FOR LOSS OR DAMAGE**

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

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

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

17.0 **SUBLETTING NOT ALLOWED**

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 contractor.

18.0 NOTICES ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the CGM/WR, CONCOR shall be issued or taken on his behalf by the official In charge of the Corporate Office. The tenderer shall furnish to CONCOR the names, designation and address of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the tenderer if delivered to them or his authorized representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

19.0 DEATH OF TENDERER

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

20.0 GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the Chief General Manager, Western Region, 5th floor, NAB, Central Railway, C.S.T, Mumbai-400 001 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 Chief General Manager/WR, whose decision will be final and binding.

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

All terms and conditions listed from Para 1 to 20 along with all sub paras read carefully, understood and accepted.

Signature of the Bidder

Full name & address and seal.

SECTION – IV

SCOPE OF WORKS, TERMS & CONDITONS GOVERNING THE CONTRACT

1. **SCOPE AND SPECIFICATION OF WORK-**

- 1.1 Contractor has to make arrangement for the supply of material as per technical specification as stipulated in Price bid of BOQ.
- 1.2 Contractor has to complete and hand over afore said work satisfactorily in all respect.
- 1.3 Contractor will execute the work of dismantling and re-installing of lifting equipment's of 08 no high mast i.e winch, wire rope, motor etc.
- 1.4 Contractor has to keep close coordinate with the CONCOR Engineers/officials for the good engineering practice.
- 1.5 All the supplied winch, motor, gear box and wire rope shall be for **retro fitment in existing High mast towers.**
- 2.0 Contractor has to carry out minor civil works i.e fixing of grouting bolts, cementing and channel alignment etc. are to be done by the contractor. For major work CONCOR will be provide assistance.
- 3.0 Contractor shall arrange all materials, labour machinery, equipment, tool & tackles, **crane**, protective clothing, truck, dumper required for the efficient and timely execution of work.
- 4.0 The scarp material including unserviceable electric motor, gear box, winch and winch etc are to be handed over to terminal.
- 5.0 Tenderers are advised to visit the site and make their own assessment of the work/ resources/ other requirement and bid accordingly.
- 8.0 CONCOR reserves the right to direct the agency to augment its resources (manpower, equipment, consumables, etc).
- 9.0 Contractor has to submit test certificate for the wire rope, winch and motors etc.
- 10.0 Contractor has to provide reputed make or equivalent.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 All the staff deputed by the contractor's should be of good antecedent and character. The contractor will have to take prompt action and not depute personnel who do not obey these instruction issued by CONCOR Terminal In charge / representative.
- 10.2 The contractor has to obtain the gate pass for the staff being deputed for attending the work on day to day basis.
- 10.3 The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and/or legal action for breach of CONCOR security regulations by either the contractor or his staff & CONCOR shall be the sole arbitrator to the course of action.
- 10.4 The successful tenderer shall have a telephone/cellular phone in his office & work places & at his residence for receiving complaints on all days and supervisor attending day to day work shall have a mobile phone.
- 5.0 Exclusion
- 5.1 The contractor supervisor/ staff shall not make any change/ addition /alteration or modification to existing arrangements without the approval of representative of CONCOR.

(The scope of work and all terms and conditions listed above along with their sub-paras have been read carefully, understood and accepted).

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

| | | |
|---|---|----------------|
| Name of Work: Replacement/Revamping of 08 no. lifting equipment's of High mast in ICD/Dronagiri. | | |
| Tender No: CON/WR/ICD-DRT/REPAIRINGHIGHMAST/ /2018 | | |
| NAME OF THE FIRM → | | |
| S.No. | Description | Details |
| 1 | Name, Address, Organization ID, Tel./Fax No. & e-mail address of Bidder | |
| 2 | Attested copy of Firm Details (Proprietorship/Partnership/private limited / limited / Joint Venture). | |
| 3 | Attested Copy of Power of Attorney details to sign Tender Document. | |
| 4 | Earnest Money Deposit (EMD) of Rs. 42,202/- in the form of a crossed bank draft drawn in favor of "Container Corporation of India Limited", payable at Mumbai from Nationalized/Scheduled Banks only | |
| 5 | PF Registration. | |
| 6 | GST Registration certificate. | |
| 7 | PAN No. of the firm | |
| 8 | Letter of Submission of tender | |
| 9 | Contractor Registration Details i.e. Deptt. Where registered, Class of Registration, Validity of Registration and tendering limit. | |
| 10 | Chartered Accountant's (CA) Certificate | |
| 11 | Annual Financial Turnover (as per Balance Sheet) | |
| a) | Year 2014-15 | |
| b) | Year 2015-16 | |
| c) | Year 2016-17 | |

| | | |
|----|--|--|
| 15 | Financial eligibility Criteria:- The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e. 2014-15, 2015-16, & 2016-17) of value not less than Rs. 18,99,090/- . The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years. | |
| 13 | Experience with respect to similar nature of work :- Tenderer should have completed successfully at least one similar nature of work (i.e. (i.e. Supply/ /erection/maintenance of High Mast)of value not less than Rs. 7,38,535/- in the last four financial years (i.e 2014-15, 2015-16 & 2016-17) & current year (2017-18) upto the date of tender submission. | |
| a) | Work No. 1 | |
| | Name of Work:- Similar nature of work as per tender NIT. | |
| | Date of Start | |
| | Date of Completion (Stipulated) | |
| | Date of Completion (Actual) | |
| | Completion Cost | |
| | TDS Amount, if applicable. | |

| S.No. | Description | Details |
|--|--|---------|
| b) | Work No. 2 | |
| | Name of Work:- Similar nature of work as per tender NIT. | |
| | Date of Start | |
| | Date of Completion (Stipulated) | |
| | Date of Completion (Actual) | |
| | Completion Cost | |
| | TDS Amount, if applicable. | |
| c) | Work No. 3 | |
| | Name of Work:- Similar nature of work as per tender NIT. | |
| | Date of Start | |
| | Date of Completion (Stipulated) | |
| | Date of Completion (Actual) | |
| | Completion Cost | |
| | TDS Amount, if applicable. | |
| 14 | Bank Detail i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No. RTGS No., Bank Telephone | |
| 15 | Details of any other information | |
| Note: Bidders have to fill the complete details in PQ- Performa. | | |

SECTION – VI
(BILL OF QUANTITIES)

BILL OF QUANTITIES

Name of Work: REPLACEMENT/REVAMPING OF 08 NO.LIFTING EQUIPMENT'S OF HIGH MAST in ICD/DRT

GENERAL INSTRUCTIONS

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

Notes for guidance of tenderers while quoting for financial bid:

1. The tenderers should visit the site of work, acquaint themselves with site conditions approach roads, availability of materials, lead of materials etc.
2. Tenderers will please note that it will be their responsibility to obtain necessary permission from local bodies, corporation or any other concerned authority, for using roads for transporting of plants and machinery, building material etc., including the construction and preparation of temporary approach road for which no extra payment will be made.
3. Tenderer shall visit the site and locate the source of materials etc.
4. Contractor shall obtain necessary gate passes/ clearance for his staff/agents from Terminal In charge of Container Corporation of India.
5. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/ explain/stipulate anything, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the Tenderers will be rejected.
6. In case of any doubt/ambiguity, the decision of CONCOR/Engineer shall be final and binding on the tenderer.
7. Goods and Service Tax (GST) will be paid extra if applicable. Any other tax, levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect. In the BOQ, the bidders should quote rates excluding Goods and Service Tax (GST). Service tax will be payable extra as applicable on submission of Tax Invoice.
8. **Tenderer have to ensure GST compliance as under:-**
 - a) The Contractor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and services you will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
 - b) The Contractor indemnify CONCOR for any loss it may suffer as a result of the contractor not being registered with GST authorities or if registered, for loss due to non-payment of tax. On request by CONCOR, the contractor shall produce evidence that it is so registered and paid all the dues in respect of GST. The contractor will get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor is unregistered then submit appropriate document establishing that agency is exempted as per the provisions of GST. Also in case the agency is registered under composition levy scheme, the same will be duly intimated to CONCOR with relevant document.
 - c) The Contractor shall ensure timely issue of document such as invoices, declaration forms, reporting, unloading etc. undertaking appropriate statutory

return within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.

- d) In case of any failure on the part of Contractor, any interest/penalty /any other amount, as may be applicable shall be indemnified by Contractor to the CONCOR.
- e) If as result of change of law, Contractor obtains a benefit by way of reduction in cost due to lower tax and availability of ITC, Contractor may so notify the CONCOR and propose amendment to this agreement so as to pass the incremental benefits to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in law resulting in such decreased cost to the Contractor.
- f) Any denial of input credit due to any omission or failure on the part of the Contractor, the Contractor undertakes to indemnify the CONCOR for the any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

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

- 9. All MSEs registered under the following authority will be regulated as below:
 - 8.1. Such MSEs registered agencies mentioned below and who have valid certificate of registration under MSE, will be benefited according to the prescribed guideline as issued by Govt. of India under this Act.
 - (i) District Industries Centers (ii) Khadi and Village industries Commission (iii) khadi and village Industries Board (iv) Coir Board (v) National Small Industries Corporation (vi) Directorate of Handicraft and Handloom (vii) Any other body specified by Ministry of MSME.
- 10. Tenderers are advised to quote their rates considering all the above facts.

BILL OF QUANTITIES
ADDITIONAL INSTRUCTIONS TO BILL OF QUANTITIES

1. BOQ consist of One Schedule
2. The rate shall be quoted both in figures and words. Also total amount shall be mentioned both in figures & words on the BOQ.
3. All correction shall be cut and re-written with tenderers initials.
4. Quantities given in the BOQ are fix & CONCOR reserves the right to increase/decrease/delete any item of work as per site requirement.
5. Payment shall be made for actual work done and at the accepted rates only.
6. Rates quoted in the bill of quantities for each item shall be for complete item of work with all contractors' materials, except where otherwise stated, labour, tools and plants including all lead, lift etc. complete.
7. The tender will be evaluated on the basis of net total value of all the items as per BOQ.
8. The tenderer should quote in figures as well as in words, the rates and amount tendered by them. Tenderers may note that non-compliance of above may lead to rejection of their tender. In case of discrepancy in rates & amount, the rates will prevail and in case of discrepancy in rates in figures & words, the rates in words will prevail.

BILL OF QUANTITIES

Annexure-V

Name of Work: REPLACEMENT/REVAMPING OF 08 NO.LIFTING EQUIPMENT'S OF HIGH MAST in ICD/DRT

| Sl. No | NATURE OF SERVICE | Unit | Qty. | RATES (in figure) | RATES (in word) | Amount (Figure) | Amount (in word) |
|--------|--|------|------|-------------------|-----------------|-----------------|------------------|
| 1. | Supply of DDMFO (Double drum mechanical double gear ratio 53:1, 750 Kg) winch suitable for 30 meter HM with bracket. | No. | 08 | | | | |
| 2. | Supply of 2HP, 3 phase AC motor with mounting plate Make: Crompton Graves/ Bajaj | No. | 08 | | | | |
| 3. | Supply of 5 core x 4 sq.mm ISI mark ERP PCP trailing cable (two no cable per mast for double circuit mast).Make:- Polycabe/Havells/ RR Kabel etc. | Mtr | 540 | | | | |
| 4. | Supply of 5 pin plug-socket | No. | 16 | | | | |
| 5. | Supply of hardware's requires to install wire rope in high mast system | Set | 08 | | | | |
| 6. | Supply of 6 mm AISI 316 grade SS wire rope (2/3 wire rope system) Make: USHA Martine | Mtr. | 1200 | | | | |
| 7. | Supply of feeder pillar/ control panel | No. | 12 | | | | |
| 8. | Fabrication, Installation, erection, testing and commissioning of above items as per design, including all the tools & tackles, crane etc. (s.no.1 to 7). | Job | 08 | | | | |
| | GST (on S.No.1 to 7) | | | | | | |
| | GST (on S.No.8) | | | | | | |
| | Total | | | | | | |