

CONTAINER CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking – Ministry of Railways)
CONCOR



भारतीय कंटेनर निगम लिमिटेड

(भारत सरकार का उपक्रम - रेल मंत्रालय)

Tender No.CON/CR/RO/VEH/2018/

OPEN TENDER FOR HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR

(TWO – Bid System)

(Tender Document is not transferable)

VOLUME – I - TECHNICAL BID

**CONTAINER CORPORATION OF INDIA LTD
1st FLOOR, BPCL BUILDING, 7 CHITNAVIS MARG
CIVIL LINES NAGPUR 440 001**

Think Container Think CONCOR

CONTAINER CORPORATION OF INDIA LTD

1ST FLOOR, BPCL BUILDING, 7 CHITNAVIS MARG

CIVIL LINES, NAGPUR 440 001

TENDER NOTICE

1. Sealed tenders are invited for the below mentioned work from established, experienced and reliable firms.
2. Tender document can be purchased from the office of the Chief General Manager (Central Region), at above mentioned address between 10.00 to 17.00 hrs on all working days. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of Chief General Manager (Central Region), as per date and time mentioned below and shall be opened in presence of the tenderers or their authorized representatives.

Tender No.	CON/CR/RO/VEH/2018/ dated 22.05.2018
Name of Work	HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR (Two Bid System)
Estimated Cost	17,94,816/- (2 + 1) 3 years
Earnest Money Deposit	Rs.36000/- (Rupees Thirty-six Thousand Only) by Demand Draft in favor of "Container Corporation of India Ltd." payable at Nagpur
Cost of Tender document	Rs.560/- including GST @ 12 % by demand draft in favor of "Container Corporation of India Ltd." payable at Nagpur
Date of sale of Tender	22.05.2018 to 11.06.2018 between 10.00 to 17.00 hrs on all working days from the office of ChiefGeneral Manager, CONCOR, 1st floor BPCL Bldg, Civil Lines, Nagpur
Date of Tender Submission	12.06.2018 15:00 Hrs

3. This tender document and its bidding document can also be downloaded from the website of CONCOR i.e. www.concorindia.com. However, the proposed bidders who use Bidding Documents downloaded from the website should submit the document along with tender cost of Rs.560/- including GST @ 12% by way of Demand Draft in favour of "Container Corporation of India Ltd." payable at Nagpur at the time of submission of bid.
4. Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/ difficulty/ inaccessibility of downloading facility for any reason whatsoever. 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. An undertaking should be given as defined in Annexure-III.

5. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

(CHIEF GENERAL MANAGER)
CONTAINER CORPORATION OF INDIA LTD
Central Region, Nagpur

Ref. No : No. CON/CR/RO/VEH/2018/

Cost of tender Document: Rs.560/- including GST @ 12 %

TENDER FOR HIRING OF VEHICLE ON MONTHLY HIRING BASIS AT REGIONAL OFFICE, NAGPUR

1. SERIAL NUMBER OF THE TENDER FORM : _____
2. DATE OF ISSUE : _____
3. NAME & ADDRESS OF THE TENDERER : _____

4. DATE & TIME FOR SUBMISSION OF TENDER **12.06.2018 before 1500 hrs.**

5. TENDER WILL BE OPENED ON/AT: **12.06.2018 at 1530 hrs.**

6. ADDRESS FOR SUBMISSION AND OPENING:

**O/o CHIEF GENERAL MANAGER
CONTAINER CORPORATION OF INDIA LTD,
1ST FLOOR, BPCL BUILDING,
7, CHITNAVIS MARG, CIVIL LINES,
NAGPUR-440001 (MAHARASHTRA)**

SIGNATURE OF THE OFFICIAL

ISSUING TENDER FORM

OFFICIAL SEAL

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- **THIS TENDER DOCUMENT CONSISTS OF 25 PAGES.THE TENDERER IS REQUESTED TO CHECK THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME.**
- **THE TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.**
- **ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY INTENDING TENDERER AND EMBOSSED WITH OFFICIAL SEAL AT THE TIME OF SUBMISSION.**

CHAPTER – 1

INSTRUCTIONS TO THE TENDERERS

Container Corporation of India Ltd., is a Public Sector Undertaking, Under the Ministry of Railways having its Regional Office at CONTAINER CORPORATION OF INDIA LTD, 1ST FLOOR, BPCL BUILDING,7, CHITNAVIS MARG, CIVIL LINES,NAGPUR-440001 (MAHARASHTRA)

1. We are pleased to invite your offer for the purpose of hiring of vehicle on monthly basis & need basis at Regional Office, Nagpur.
2. Vehicle required is one number **white colour Sedan Class Honda City (AC)/CIAZ or not less than similar type of** vehicle – The vehicle deployed shall be July, 2017 or later make.
3. The tender must be accompanied by the documents listed under para 4 below – ELIGIBILITY CRITERIA along with the bid failing which the bid will be deemed ineligible and technically invalid.

4. ELIGIBILITY CRITERIA

The tender must be accompanied by the following documents failing which the bid will be deemed ineligible/technically invalid and will be rejected.

- i. EMD of **Rs.36000 /-(Rupees Thirty-six Thousand only)** by way of Demand Draft in favour of “Container Corporation of India Ltd., payable at Nagpur as mentioned below in Para 5.
- ii. Copy of Certificate of GST Registration.
- iii. Satisfactory proof(copy of RC in tenderer’s name to be attached) of owning the required vehicles of specified make/model in tenderer’s name OR undertaking in Annexure-V to purchase the vehicles in his own name within 30 days of award of contract.
- iv. Copy of proof of Taxi quota
- v. Copy of any of the following:
 1. Under shops & establishment act in case of proprietary concern.
 2. Under Partnership Act; copy of partnership deed duly signed by all partners in case of Partnership firm.
 3. Under Companies Act, copy of AOA/MOA in case of company.
- vi. Proof of at least 2 years experience of running a travel business in Govt./PSU/any reputed organization. Copy of experience certificate issued by the respective organization is to be attached.
- vii. Minimum fleet of 2 vehicles in its (tenderer’s) name in running business and should submit copy of RC books in favour of proprietor /firm in support of the same.
- viii. Copy of PAN card.
- ix. If the existing contractor has submitted the tender for the same activity in the same terminal, **the existing contractor’s bid should necessarily be accompanied by a satisfactory performance report** from the same terminal.
- x. Tender document fee of Rs.560/- (Inclusive of 12% GST) by way of Demand Draft in favour of “Container Corporation of India Ltd., payable at Nagpur. The sale of Tender document will be till 17:00 hours on 11.06.2018.

- xii. Tender documents signed and stamped on all pages.
5. The earnest money deposit (EMD) of **Rs.36000 /-(Rupees Thirty-six Thousand Only)** is required to be deposited along with the submission of tender in the form of a crossed Demand Draft made out from any scheduled bank in favour of "Container Corporation of India Ltd." payable at Nagpur. Applications received without EMD shall not be considered for the purpose of this tender and will be summarily rejected. This amount of EMD will be refunded to the non-successful tenderers within four months of finalization of the contract. No interest shall be allowed on the earnest money deposited.
 6. You are required to submit your offer in two separate sealed envelopes. The first sealed envelope should contain all the documents listed in the para 3 above. This envelope should be clearly superscribed as **"PRE-QUALIFICATION BID FOR HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR"**. The second sealed envelope should contain only the Price Bid (Annexure – IV) completely filled by you. Please ensure that each page of the Schedule of Rates is signed by you or your authorized representative before submitting it. This envelope should be clearly superscribed as **"FINANCIAL BID FOR HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR"**.

Both the sealed envelopes should again be sealed in one envelope and duly superscribed as **"OPEN TENDER FOR HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR"**. This envelope, duly sealed in cover as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Limited, Regional Office, Central Region, 7, 1st Floor, BPCL Building, Civil Lines, Near Fire Service College, Nagpur PIN 440001 on or before **1500 hrs on 12.06.2018**. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

The responsibility to ensure reaching of the completed tender forms at the above address shall be that of the tenderer. The pre-qualification bid will be opened on the same day at **15:30 hours**. "Tender must be enclosed in a sealed cover, superscripted "Tender No. CON/CR/RO/VEH/2018/ and name of work -"**OPEN TENDER FOR HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR"** and must be send by registered post/courier to the address of **O/o CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, 1ST FLOOR, BPCL BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR-440001 (MAHARASHTRA)**, so as to reach the nominated office not later than 15:00 hours on **12.06.2018** the date of submission or deposited in the tender box allotted for the purpose in the office of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, 1ST FLOOR, BPCL BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR-440001 (MAHARASHTRA)**. This tender box will be sealed at 15:00 hours on dated **12.06.2018**. The tender will be opened at **15:30 hours** on the same day.

Any tender received after specified date and time of submission of tender shall be summarily rejected".

Delayed tender is the tender received before the time of opening but after the due date and time of submission of tenders. **Late Tender** is the tender received after the specified time of opening of tender, **Post tender** is the tender received after specified date and time of opening.

Delayed Tender/Late tender/Post Tender **shall not be opened** and will be summarily rejected.

Convener of the TEC on behalf of the committee of CONCOR will be empowered to seek clarifications or call for additional /deficit documents from the bidders.

The financial bid will be opened only if the documents as prescribed in para 3 above are furnished along with the tender.

7. Each page of the tender document should be signed and dated by the tenderers or such person(s) on his behalf as is legally authorized to sign for and on his behalf. Incomplete or conditional tenders or tenders containing omissions or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.
8. It shall be understood that the tender document has been issued to the tenderer and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **120 days** of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, EMD shall be liable to be forfeited to CONCOR.
9. **SCHEDULE OF RATES (SOR)**
 - 9.1 The lump sum rate should be filled in carefully by the tenderer after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the details as mentioned in the contract or did not understand or did not have full knowledge of terms & conditions.
 - 9.2 Any overwriting on the SOR should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory.

In case there is any difference between the amount shown in “figure” & “words” then the amount shown in words shall be considered as the correct figure. In case of discrepancy in rates and rate amount, rates will prevail.

- 9.3 A fixed amount will be payable to the Contractor for each calendar month for the specified kms for each vehicle with average 16 hours per day, for the period the vehicle is in use with CONCOR. The Tenderers should quote a lump-sum rate for each vehicle for the said kms per month and use of average 16 hours per day in two shifts.

If the vehicle is used by CONCOR beyond the specified kilometers in the same calendar month then additional amount will be payable to the Contractor beyond the above mentioned lump-sum rate. For this the tenderers should quote a per km rate, which should not exceed the

average monthly rate (i.e. lump sum rate divided by specified monthly kilometer limit). Likewise, the tenderer should quote a per hour rate for any duty beyond average 16 hours per day, which should not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly hours).

The total monthly kilometers will be reckoned by adding the daily kilometers of use, which will be the difference between the reporting mileage and the closing mileage on each day and no kilometers shall be permitted for trips to garage. Likewise, the daily hours of use will be reckoned from the reporting time to closing time for each day.

9.4 Rates are to be quoted all-inclusive basis except toll charges, state entry tax and Airport Parking Charges. CONCOR will reimburse the receipted charges which are in the nature of toll receipts & state entry tax wherever & whenever applicable on submission of original receipts. The Contractor shall be required to pay all the other charges for the car including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc. CONCOR will pay Airport Parking charges only on production of receipt, however parking at other places will be borne by the contractor.

9.5 No charges whatsoever, other than the ones listed above in sub-para 9.4 shall be payable by CONCOR to the Contractor towards the car-hire services rendered by the Contractor for CONCOR. Similarly request for payment of GST in addition to approved rates after commencement of work will not be entertained during the tenure of contract on any reasons, what so ever it may be.

9.6 The specifications of similar type vehicle will be as under:-

White colour Sedan like Honda City (AC)/CIAZ or not less than similar type of vehicle.

Note : Bidder is advised to specify the name of vehicle he is willing to deploy under the present contract.

10. The bids will be evaluated by adding up the total amount against the quantities indicated for hiring of vehicle under the following heads:

Sr. No.	Services called for	Quantity for evaluation(Monthly)
<i>Regular Vehicle of white colour sedan class Honda City (AC) /CIAZ or not less than similar type of vehicle</i>		
1	Monthly lump sum hiring Charges for running up to 1800 Kms. and 16 Hrs. a day in two shifts.	1
2	Rate per Kms beyond running of 1800 kms in a month	1 Km
3	Rate per hour beyond 360 hrs of duty in a month	1 Hr

4	Night halt charges payable per halt in case of night journey	1
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11. CONCOR reserves the right to negotiate with the lowest bidder. Such negotiation with the lowest bidder shall not confer any right on the lowest bidder to quote a higher rate than his original quote or withdraw from his offer or demand any change in the terms & conditions of this contract.
12. CONCOR reserves the right to re-tender or modify the Terms & Conditions of the tender.
13. CONCOR reserves the right to negotiate/re-negotiate with the L1 bidder.
14. All the provisions, instructions, and terms & conditions mentioned in this tender document shall be binding on the successful tenderer. In case of refusal on his part to sign the agreement with CONCOR under the terms & Conditions of this contract the EMD shall be liable to be forfeited.
15. CONCOR reserves the right to accept or reject any/all offers, without assigning any reasons thereof, and/or to amend the terms and conditions at any stage of contract. You are advised to see that the tender documents are submitted after full consideration and understanding of the work envisaged under this contract.
16. Acceptance of tendered rates will be communicated by Telephone/Fax/Courier/Registered AD. Informing the successful bidder through these means should be deemed to conclude the contract awarding process. In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited. Moreover, CONCOR shall be at complete liberty to place this contract elsewhere without being under any obligation to the successful bidder for any losses caused to him. No compensation shall be paid either to the successful bidder in any such case.
17. All MSEs registered under the following authority will be regulated as under:
 - (a) Such one can get the Tender document / Sets at free of cost without paying any Tender document fees.
 - (b) Such MSEs registered under the agencies mentioned below will be exempted from Earnest Money Deposit :-
 - (1) District Industries Centers (2) Khadi and Village Industries Commission (3) Khadi and Village Industries Board (4) Coir Board (5) National Small Industries Corporation (6) Directorate of Handicraft and Handloom (7) Any other body specified by Ministry of MSME.
 - (c) The claim of exemption from paying the EMD (exempted under Central / State / PSU) should be supported with attested copy of Certificate issued by concerned deptt.
 - (d) The MSEs must also indicate the terminal validity date of their registration. In case 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.

18. This tender document consists of a total of 25 pages. While buying this document you should ensure that all the pages are intact. All pages should be duly signed by the bidder while submitting the tender.

Thanking you,

Yours faithfully,

For and Behalf of CONTAINER CORPORATION OF INDIA LTD

**Chief General Manager
Central Region**

CHAPTER – 2

TERMS & CONDITIONS GOVERNING THIS CONTRACT

1. PREAMBLE

CONCOR (Container Corporation of India Ltd.) is a Navratna Public Sector Undertaking under the Ministry of Railways with its main objective of being a catalyst for promoting containerization and to give boost to India's International and internal trade and commerce by organized multimodal logistics support.

2. SCOPE OF WORK

- 2.1** It is proposed to hire one vehicle for use of CONCOR (Container Corporation of India Ltd.), Regional Office, Nagpur, for a period of 2+1 years. The details of the vehicle and its deployment shall be as below:-

UNIT	Vehicle Required	Year of Manufacture not older than	Monthly Limit (in kms)	Expected date of deployment
Regional Office, Nagpur	White Colour Sedan like Honda City(AC)/ CIAZ or not less than similar type of vehicle	JULY 2017	1800	

The vehicle deployed at Regional Office will be attached with Chief General Manager(Regional Head)and will be used for journey within Maharashtra and sometimes outside Maharashtra as well. The vehicle will be for exclusive use of CONCOR and will not be deployed for other use during its idle time. The vehicle will be used **average 16 Hours a day in two shifts** as per the requirement of CGM(Regional Head) of CONCOR. The bidders should provide sufficient manpower for fulfilling the requirement of two shifts.

3. TENURE OF THE CONTRACT

- 3.1 At the initial stage, the contract shall be awarded for a period of **two years** from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one more year on mutually agreed terms and conditions.
- 3.2 **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 initial contract period or extended contract period as the case may be, for four months or till the new contract is finalized, whichever is earlier.**
- 3.3 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.

4. **SECURITY DEPOSIT**

4.1 The Contractor shall be required to furnish a security deposit of **Rs. 90000/- (Rupees Ninety thousand only)** towards successful performance under this contract **within ten days** from the date of communication of award of contract in his favour by CONCOR. Towards this, the Contractor may deposit only **Rs.54000/- (Rupees Fifty-four thousand only)** for the contract with CONCOR, in the form of a Bank Demand Draft drawn from any scheduled bank in favour of "Container Corporation of India Ltd.," payable at Nagpur within the time specified as the part security money. The remaining **Rs Rs.36000 /-(Rupees Thirty-six Thousand Only)** will be adjusted by CONCOR by converting the EMD of Contractor, which will be deemed to be converted in security deposit on the payment date of the remaining amount. No interest shall be payable by CONCOR on the security deposit.

4.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit of the Contractor in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the Contractor to observe & in performance of the Terms and Conditions of the contract or any amount that may become due to CONCOR under or by reason of the Terms and Conditions of the said contract from the amount of his security deposit.

4.3 The security deposit referred to above shall be liable to be forfeited by CONCOR in the event of any breach on the part of the Contractor of any of the Terms & Conditions of the contract without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

5. **REFUND OF SECURITY DEPOSIT**

The security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within three calendar months after the termination of contract and on issuance of "No Dues" certificate by the user. However, if there is a delay, the Contractor shall not be entitled to any interest. Any dues arising on account of breach of contract, terms and conditions, excess payment made, dues on account of any other reasons whatsoever will be recovered from security deposit, balance if any will be refunded.

6. **TERMS & CONDITIONS**

6.1 The vehicle to be provided on regular monthly hiring basis for all days of the calendar month by the Contractor shall be as per the specifications given in the tender letter, having the year of manufacture & registration not older than year July 2017. If a bidder does not possess a vehicle fulfilling the above criterion, at the time of making his bid he can mention this fact in his bid and provide notarized copy of purchase invoice, booking amount receipt issue by the dealer in favour of bidder and declaration by the bidder that the vehicle will be deployed for hiring

services at Regional Office, Nagpur. However, in such situation the contractor cannot rescind from his offer and should not deploy old vehicle in any circumstances. He shall be required to position the vehicle meeting the specification as desired in this tender document from the date of commencement of the contract & provide all the necessary information/documents as a proof.

- 6.2 The vehicle shall remain in sound running condition, be dust proof, standard seating conditions and a valid 'T' mark. The interiors of the vehicles shall remain clean & shall be maintained at an ambient temperature as desired by the officer travelling. All the expenses incurred in the maintenance of the vehicle or otherwise shall be borne solely by the Contractor. Any dent/damage to vehicle affecting its aesthetics will be got repaired by the contractor within 3 days of occurrence. Replacement of vehicle in such situation will be provided by contractor immediately and should be of similar make.
- 6.3 The drivers & the vehicles to be provided for the purpose of this contract shall be provided on a dedicated basis & shall not be changed every now & then. However, the contractor should make necessary alternate arrangements to provide periodical rest / leave to the drivers.
- 6.4 The vehicles & the drivers shall report in time at the designated place & at the designated time on a regular basis duly fueled and in sound running condition. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of damages as per the provision of sub-para 6.14 & para 8 of this chapter. In case, for certain reasons the driver is spared but is called back again, the contractor will not refuse to provide the vehicle in such situation.
- 6.5 The drivers shall possess a valid driving License, should be well behaved and punctual, while on duty, they should never be in an intoxicated state or smoking. The Contractor shall be required to change/replace the driver/s in case not found suitable. The drivers should extend all normal courtesies such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance.
- 6.6 In case of misconduct by driver/s or for any other reason, CONCOR may require change of driver/s, which will be communicated in writing. In such case, the agency shall replace the driver/s within 48 hrs, failing which CONCOR will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.
- 6.7 The drivers should have a cell phone with outgoing facility to communicate on duty.
- 6.8 In case of complaint by the driver(s) regarding non-payment of wages, CONCOR reserves the right to pay suitable amount as advance to the driver/s after due notice to the agency, which shall be adjusted against the subsequent bills. This will also attract damages provisions under **Para 6.14 AND 8** of this chapter of the contract.
- 6.9 The Contractor shall insure the vehicles at his own cost. He shall indemnify CONCOR against any loss or claims, which could come to CONCOR in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver/s of the vehicles also insured.

- 6.10 The contractor will evolve his own system of ensuring daily and timely availability of drivers and vehicles and will inform CONCOR of any delay, if any at least 2 hours in advance of the designated reporting time. In case the driver or the vehicle is not available for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. In case it is not done by Contractor then CONCOR shall be free to make its own arrangement at the **sole risk & cost** of the Contractor. Any expenses thus incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any damages that may be imposed as per **Para 6.14 AND 8**.
- 6.11 If no alternate arrangement is made either by the contractor or by CONCOR (at the risk & cost of the contractor), then, in addition to any damages that may be imposed, the monthly lump sum rate will be reduced in proportionate to the number of days of such an eventuality.
- 6.12 The Contractor shall be required to comply with rules and regulations and laws etc., of the Central Govt., State Govt., Local Govt. or of any competent authority, applicable to the vehicles or the drivers employed for the above work.
- 6.13 The Contractor shall fully indemnify CONCOR against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.
- 6.14 The vehicles & the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of failure on the part of the Contractor to ensure the same, CONCOR management may impose damages up to **Rs.2000/-** in each case of unsatisfactory performance of each vehicle in addition to other remedies available to it under the various provisions of this contract.
- 6.15 In the event of any additional vehicle is required on monthly hiring basis deployed under the contract, the contractor will be required to provide the same on the same terms and conditions including rates prevailing under the contract.
- 6.16 The contractor will be required to maintain the log book for the movement vehicle separately.

7. **AMENDMENT TO TERMS & CONDITIONS**

CONCOR reserves the right to make additions/alterations to and/or amend/alter the Terms & Conditions of contract at any stage of the contract.

8. **DAMAGES & RECOVERIES**

Damages up to **Rs.2000/-** per instance can be imposed by the Manager/Regional Office, Nagpur, in each case of breach of **Terms & Conditions** of contract &/or unsatisfactory service for each vehicle on behalf of the Contractor. CONCOR may also terminate the contract in part or in full in case of prolonged/frequent unsatisfactory service, breach of Terms & Conditions & non-

compliance of the instructions given by CONCOR officials on behalf of the Contractor. In case of termination of the contract security deposit shall be liable to be forfeited in full.

9. **TAX DEDUCTION /AT SOURCE**

Deduction towards Income Tax at Source as applicable under the Income Tax Act, 1961 will be made from all payments made to the Contractor. If PAN number along with copy is not provided, PAN number not mentioned on the bill, TDS @ higher rate will be deducted as per Income Tax Act 1961.

10. **PAYMENTS**

10.1 Payments due to the Contractor will be made on a monthly basis 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.

10.2 Time limit for submission of bill: The contractor shall make a claim for the services rendered under this contract to CONCOR within three months of such service. In case of late submission, the decision of the Regional Head, Central Region can condone the delay and his decision will be final and binding on the contractor.

10.3 Payment shall be made through cheque/RTGS/ECS after statutory deductions.

10.4 CONCOR will have right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error etc, and the recovery will be made from security Deposit or any other amount due to him.

11. **GST CLAUSE:**

11.1 The Contractor/Bidder/Vendor 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 contractor/bidder will specify whether CGST/SGST will be attracted or IGST will be attracted alongwith rate thereof.

11.2 The Contractor/Bidder/Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Bidder/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/Bidder/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Bidder/Vendor 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/Bidder/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.

- 11.3 Contractor/Bidder/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 filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 11.4 In case of any failure on the part of Contractor/Bidder/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Bidder/Vendor to the CONCOR.
- 11.5 If as result of Change in Law, Contractor/Bidder/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Bidder/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/Bidder/Vendor.
- 11.6 Any denial of input credit due to any omission or failure on the part of the Contractor/Bidder/Vendor, the Contractor/Bidder/Vendor undertakes to 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.

12. **ESCALATION / DE-ESCALATION**

The contract period is for two years extendable by one more year. During the contract period including extended period of contract, if any, no change in rates on any account shall be permitted except for increase/decrease of price in fuel as and when declared by public sector oil companies. The escalation shall be permitted only if there is increase in price of fuel minimum by 5%. The rate escalation will be considered only after initial period of six months and six monthly intervals thereafter.

The rate increase will be considered only on the lumpsum price quoted For the purpose of rate increase, cost of fuel will be considered equivalent to 40% of the lump sum rate per month. The percentage increase in lumpsum rate will be derived by multiplying the percentage increase in fuel price by 40.

For example, in case increase in fuel price is 6% the amount of rate revision in lumpsum rate shall be 40% of 6% i.e. 2.4%.

The base fuel rate will be rate on the date of submission of tender for consideration of first revision after six month. Subsequently, the base rate will get shifted to the date of previous revision.

Note: Similar criteria and formula shall be applicable in case of decrease in the price of fuel.

13. **EXIT CLAUSE**

CONCOR reserves right to terminate the contract as per clause 3.3, Chapter-2 of this tender.

14. **ARBITRATION:**

14.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of hiring services, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the hiring of transportation services, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of an official appointed by Regional Head, CONCOR, Central Region, Nagpur. There will be no objection if the arbitrator so appointed is an employee of CONCOR.

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

15. **GENERAL**

Any clarification in regard to the intent or interpretation of any of the provisions of these terms and conditions shall be sought from Chief General Manager, Central Region, CONCOR, whose decision in the matter shall be final and binding on the contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the RGM/CGM/ED of the region, CONCOR, whose decision will be final and binding on the contractor.

For and Behalf of CONTAINER CORPORATION OF INDIA LTD.

Chief General Manager/CR

ALL THE TERMS AND CONDITIONS LISTED FROM PARA 2 TO 14 OF CHAPTER 2 ALONGWITH THEIR SUB-PARAS IN THIS TENDER DOCUMENT AS WELL AS THOSE MENTIONED IN THE TENDER LETTER HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

SIGNATURE OF TENDERER

FOR AND ON BEHALF OF

NAME

DESIGNATION

ADDRESS

_____ PIN CODE _____

TELEPHONE NO/NOS

FAX/TELEX NOS

LETTER OF SUBMISSION OF TENDER

From:

To ,
M/s. Container Corporation of India Ltd.,

Name of work:- "Hiring of vehicle on Monthly basis at Regional Office, Nagpur."

Dear Sir,

Having examined the Tender documents consisting of Instructions to the tenderer and terms and conditions governing the contract and having understood the provisions of the requirements of CONCOR, relative to the work tendered.

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

It has been explained to me/us that the time stipulated for work(s) in all respect mentioned in the Instructions to the tenderer and terms and conditions governing the contract 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 damages to the CONCOR as per provision of tender document.

I/We further security to sign and Agreement/Bond to abide by the Instructions to the tenderer and terms and conditions governing the contract. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract agreement within 10 days after notice that the contract has been awarded to me/us and to commence the work within seven days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amount to Rs._____./- (Rupees _____only) lodged with the CONTAINER CORPORATION OF INDIA LTD.

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. _____/- (Rupees _____ only)

By demand draft no..... dated drawn on Container Corporation of India Ltd., Bank
.....Branchattached hereto.

SIGNATURE (S) OF THE TENDERER

Name & Designation of authorized person(s)

Signing the tender on behalf of the tenderer(s)

(Power of Attorney to be also enclosed)

AGREEMENT FOR ACTING AS “CONTRACTOR” FOR HIRING OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR

Contract Agreement No. _____ Dated _____

An agreement made this _____ date _____ Two Thousand Two Hundred and ELEVEN between the Chairman & Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, Container Corporation of India Ltd., Nagpur(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 hiring of vehicle (**white colour sedan class Honda City (AC)/CIAZ or not less than similar type of vehicle/** _____) on monthly basis at Regional Office, Nagpur at the rates and under the conditions specified in the tender document.

In consideration of the payment to be made by 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 _____ 201 up to _____ day of _____ 201 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

CHIEF GENERAL MANAGER

FOR AND ON BEHALF OF CONCOR

WITNESSES

WITNESSES

1. _____

1. _____

2. _____

2. _____

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

Chief General Manager
Central Region
Container Corporation of India Ltd.
Nagpur.

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

Signature and Seal of the authorized signatory.

SCHEDULE OF RATES

1. **RATES FOR HIRING OF WHITE COLOUR SEDAN CLASS HONDA CITY (AC)/CIAZ OR NOT LESS THAN SIMILAR TYPE OF VEHICLE ON MONTHLY BASIS AT REGIONAL OFFICE, NAGPUR:-**

Name of the vehicle to be deployed _____

Sl. No.	DETAILS	RATE QUOTED (In Figures) Rs.	RATE QUOTED (In Words) Rs.
1	Monthly lump sum hiring Charges for running up to 1800 Kms and <u>16 Hrs. a day</u> in two shifts (Please refer note (i)&(ii))		
2	Rate per Kms beyond running of 1800 kms in a month		
3.	Rate per hour beyond 480 hrs of duty in a month		
4.	Night halt charges payable per halt in case of night journey.		

- Note:- i) The lump sum rate quoted by the agency will be inclusive of all the charges for the vehicle including registration charges, Road tax, Service tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc but exclusive of GST.
- ii) Further, on implementation of GST by Govt. of India, the GST will be applicable wherever existing taxes are subsumed in GST.
- iii) CONCOR will reimburse the receipted charges which are in the nature of toll receipts, parking receipts, & entry tax wherever & whenever applicable. Parking charges applicable at Airports/railway stations will be reimbursed by the CONCOR on production of receipt; however parking charges at other places should be borne by the contractor.
- iv) Please read Para No.9 (Schedule of Rates) of Chapter-1 on "Instructions to the tenderer" as well as Para 11 of Chapter-2 on "Terms and Conditions Governing the Contract".

ALL THE TERMS AND CONDITIONS LISTED IN THE TENDER DOCUMENT HAVE BEEN READ CAREFULLY HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

Yours faithfully,

(Name & Signature of Tenderer)

ANNEXURE-V

Declaration to be made by the tenderer for hiring of vehicle at Regional Office, Nagpur.

Undertaking in respect of purchase of the vehicles in the tenderer's name within 30 days of award of contract.

I intend to purchase the vehicle (Manufacturing year as specified in the tender document) within one month of award of contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Regional General Manager, Nagpur within the stipulated time period in this tender document.

(Stamp & Signature of Tenderer)