



**CONTAINER CORPORATION OF INDIA LTD.  
(A Government of India Undertaking)  
CONCOR Bhawan, C-3 Mathura Road,  
Opposite Apollo Hospital,  
New Delhi – 110 076**

**SECTION - I****NOTICE OF TENDER****TENDER No. CON/T/QDG-336/2018**

- 1) Sealed single bids are invited from the following: -
  - i) M/s. Amsted Rail International Inc.– 1700, Walnut Street, Granite City, IL61600, USA
- 2) The Quick Draw Gears would be as per Technical Specification given in the Section-IV of the Bid Document.

3) Bid Security (Earnest Money) Deposit	₹5,00,000/- (INR) or US\$ 7,700/-
4) Date and time of Submission	25/06/2018 (up to 11:00 hours – Indian Standard Time)
5) Date and time of opening	25/06/2018 (at 11:30 hours – Indian Standard Time)
6) Place of Opening	CONCOR Bhawan, C-3, Mathura Road, (Opp: Apollo Hospital), New Delhi – 110 076

**GROUP GENERAL MANAGER (TECHNICAL)**  
**Container Corporation of India Ltd.**  
**CONCOR Bhawan**  
**C-3, Mathura Road,**  
**New Delhi – 110 076 (INDIA)**  
Phone: 91-11-/41673085, Fax: 91-11-41673071  
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**SECTION – II**  
**GENERAL INSTRUCTIONS TO BIDDERS**

**1.0 GENERAL INSTRUCTIONS**

- 1.1 Container Corporation of India Ltd. (A Government of India Undertaking), “CONCOR Bhawan”, C-3 Mathura Road, Opp: Apollo Hospital, New Delhi, INDIA (hereinafter referred to as “CONCOR”) invites tender for supply of 336 nos. of Quick Draw Gear as per details provided in Technical Specifications, Section-IV in accordance with the delivery schedule at Section-V for fitment on BLC wagons. The words “**Tender No. CON/T/QDG-336/2018**” for supply of 336 nos. of Quick Draw Gears must appear on bid documents and all correspondence carried out in connection with the offer.
- 1.2 The offer in the prescribed format (**Annexure-1**) should be submitted before the time and date fixed for the receipt of offers as set forth in the bid document.
- 1.3 The Bid prepared by the Bidder and all correspondences as well as documents related to the bid exchanged between the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern. Failure to comply with this may render the offer liable to be rejected.
- 1.4 All correspondence should be addressed only to the Group General Manager (Technical), Container Corporation of India Ltd, “CONCOR Bhawan”, C-3, Mathura Road, Opp: Apollo Hospital, New Delhi - 110076 (INDIA), Phone +91-11- 41673085, Fax: +91-11-41673071.

**2.0 EARNEST MONEY**

- 2.1 Earnest Money for an amount of ₹5,00,000/- (Rupees Five Hundred Thousands only) or US\$ 7,700 (US Dollars Seven Thousand Seven Hundred only) shall accompany the bid. Indian agents, in case of foreign bidders, can also pay earnest money in the name of bidder. The Earnest Money shall be in **any** of the following forms: -
- 2.1.1 A crossed Bank Demand Draft or Pay Order in favour of Container Corporation of India Ltd. from a Nationalized/Scheduled Commercial Bank in India, payable at New Delhi (India).

2.1.1.1 A crossed Cashier's Cheque or Certified Cheque in favour of Container Corporation of India Ltd. from a Nationalized/Scheduled Commercial Bank in India (preferably in New Delhi) and payable at New Delhi (India

2.1.2 An irrevocable Bank Guarantee issued by a Nationalized/Scheduled Commercial in Indian Bank acceptable to the Purchaser in the form provided in the Bidding Document (**Annexure-2**) valid for 30 days beyond the validity of the bid i.e. **210** days from the date of opening of Bids. The purchaser would also accept bank guarantee from a foreign bank (preferably supplier's own bank) duly confirmed by any Indian Nationalized/ Scheduled Commercial Bank, preferably with branches located in New Delhi, India.

For avoidance of doubt, Scheduled Commercial Bank of India shall mean a Bank as defined according to the Reserve Bank of India Act. It shall be ensured by the bidder that the complete particulars of the bank's (issuing bank guarantee) mailing address including telephone number, fax number and email ID are made available.

If the bank guarantee for Earnest Money is submitted by agents, **Annexure-2A** shall be utilized

2.1.2.1 For bidder's guidance in complying with the requirements of the bank guarantee, a checklist at **Annexure-2.1** is provided. Bidders submitting bank guarantee as bid security are also required to submit the checklist duly filled along with the bank guarantee.

2.2 The Earnest Money should be kept in a separate sealed envelope marked "**Envelope-1, Earnest Money**" on the top of the envelope and should be submitted along with the bid in the main envelope as mentioned in Clause 5.4.1 of Section-II.

2.3 The Earnest Money shall remain deposited with CONCOR for a period of **180 days** from the date of opening of bids.

2.3.1 In exceptional circumstances, the Purchaser (CONCOR) may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing and to be dispatched by email / fax / cable followed by a post confirmation. If a Bidder accepts to prolong the period of bid validity, the bid security shall also be suitably extended for corresponding period. However, a Bidder may refuse such request without forfeiting its bid security. A Bidder granting the request will neither be required nor permitted to modify its bid.

2.4 No interest will be payable by CONCOR on the Earnest Money Deposit.

- 2.4.1 Earnest money received in foreign exchange as per Clause 2.1.1 of Section-II will be pegged at the amount realised by CONCOR in equivalent Indian National Rupee (INR) on presentation. The earnest money to be refunded in foreign exchange will, in no case, exceed the said amount or the amount realised in Indian National Rupee (INR) equivalent of the foreign currency value at the time of return. Loss, if any, on account of exchange rate variation will be borne by the bidder.
- 2.5 The Earnest Money deposited is liable to be forfeited by CONCOR in full: -
- 2.5.1 If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 2.5.2 If the Bidder does not accept the correction of its bid price pursuant to Clause 14.8 of Section-II.
- 2.5.3 If the successful bidder, whose offer has been accepted, declines or fails to give acceptance to the Notification of Award (NOA) within 15 days of issue of NOA and furnish Contract Performance Guarantee (Performance Security Deposit) as specified in Clause-12.0 of Section-III (Terms and Conditions) within 30 days from the date of issue of Notification of Award.
- 2.5.3.1 If the successful bidder fails to sign the Contract Agreement in accordance with Clause-19.0 of Section-II within the stipulated period.
- 2.6 The Earnest Money of successful bidder will be returned after the Contract Performance Guarantee, as required by Clause-18.0 of Section-II: General Instructions to Bidders and Clause-12.0 of Section-III, Terms and Conditions, is furnished.
- 2.7 CONCOR will return the Earnest Money of all unsuccessful bidders as promptly as possible, on award of the contract or expiry of validity period, whichever is earlier.
- 2.8 Any tender not accompanied by the specified Earnest Money as per Clause-2.1 having validity for a period of 180 days, plus 30 days claim period in case of Bank Guarantee i.e. 210 days, is liable to be rejected.
- 2.9 Normally, EMD shall be accepted from the bidder and is also returned back to the bidder. However EMD can also be accepted from the agent or returned back to agent provided the agent is duly authorized by the Principal bidder



### 3.0 AGENTS AND SERVICE FACILITIES IN INDIA – AGENCY COMMISSION

- 3.1 Foreign bidders, who quote directly against the Bid invitation but take the services of an Indian Agent, should indicate in their offer the name of their Indian Agents or the authorised representatives they have for servicing in India. They should quote (i) net *CIF prices (exclusive of the amount of remuneration or agency commission payable to the authorised Indian Agent)* and (ii) Agency Commission/remuneration payable to the authorised Indian Agents separately. It should be understood that the Purchaser will make direct payment of such commission to the Indian Agent in respect of a contract arising out of invitation to Bid, where the Indian Agents' remuneration/commission covers a part of the contract price.
- 3.2 The foreign bidders should furnish in their bid the name and address of the local agent, and the amount of remuneration for the agent if included in the offer. In addition, they should furnish the following details in their bid:
- (i) The precise relationship between the foreign manufacturer/principals and their authorised Indian Agent,
  - (ii) The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other.
  - (iii) Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,
  - (iv) Indian Agent's Income-Tax Permanent Account Number, and
  - (v) All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
  - (vi) A certified copy of Agency Agreement between Principal and the Agent indicating the agency commission shall be submitted along with the offer.

Bids, which do not comply with the above stipulation, are likely to be ignored. For bidders' guidance in complying with these requirements, a checklist is enclosed as **Annexure-10**.

- 3.3 In the case of foreign bids, Agency Commission payable to the Indian agents shall be indicated in foreign currency in the space provided for in the price format for foreign bidders. However, Agency Commission finally payable to the bidder's agent in India under the contract will be converted to Indian National Rupees (INR) at the telegraphic transfer (TT) buying rate of exchange ruling on the date of placement of the Notification of Award (NOA) and shall not be subject to any escalation or any further

- exchange variation, whatsoever. The agency commission shall be paid in Non-convertible Indian National Rupees to the Indian Agents after successful completion of contract. All other duties such as Service Tax, Cess etc. on such agency commission would be borne by the bidder or his authorized Indian Agent only.
- 3.4 One agent should represent one company/bidder only in this tender. The Bidder must give a confirmation to this effect.
- 3.5 The Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent.
- 3.6 The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal i.e. M/s. .... (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be debarred/banned/suspended from having business dealing with CONCOR.
- 3.7 CONCOR prefers to deal directly with manufacturers. However, if a foreign manufacturer, on its own accord desires to avail the services of an Indian Agent, they are permitted to do so. In such cases, the engagement of agent by foreign manufacturers shall be governed by the relevant provisions of the contract.
- 3.8 It may be noted that in the same tender, either the Indian Agent can bid on behalf of the Principal / OEM or the Principal / OEM itself can bid directly. However, both cannot bid simultaneously for the same item / product in the same tender.
- 3.9 If an agent submits bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product.
- 3.10 The bids submitted in violation of 3.8 & 3.9 above shall be summarily rejected.
- 3.11 **Authorised Distributor:-**  
CONCOR prefers to deal directly with manufacturers. However, if a foreign manufacturer, on its own accord desires to avail the services of an Authorized Distributor, they are permitted to do so. In such cases, the Sole Authorized distributor certificate should be issued by the manufacturer in

original in case where manufacturer is not supplying the product directly but through a distributor.

#### 4.0 SUBMISSION OF OFFER

- 4.1 The offer shall be either typewritten or written neatly in indelible ink.
- 4.2 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:
- (i) as Sole Proprietor of the concern or as are Attorney of the Sole Proprietor.
  - (ii) as a Partner or Partners of the firm.
  - (iii) as a Director, Manager or Secretary in the case of a limited company duly authorised by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association. An authenticated copy of the document, which authorizes the signatory to commit on behalf of the firm, shall accompany the offer.
  - (iv) In case of bid by agent/authorized distributor, they should submit a letter of authority from their principal as per Annexure-5. The authorized signatory should sign the authorization letter in the form of power of attorney.
- 4.2.1 In the case of a firm, not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 4.3 The offers shall be as per conditions specified in the bid document.
- 4.3.1 The bidder shall specifically indicate his compliance or otherwise against each clause and sub-clause of the tender document i.e. General Instructions to Bidders (Section-II), Terms and Conditions (Section-III), Technical Specification, if any (Section-IV), Delivery Schedule (Section-V).
- 4.3.2 For any deviation, the bidder shall enclose a separate statement (**Annexure-4**) indicating the deviations from any particular clause or sub-clause, which he proposes with full justification for such deviations and submit the same along with bid.
- In case of absence of any deviation a “Nil Deviation” undertaking will have to be furnished by the Bidder as per Annexure-4.**
- 4.4 Each page of the offer must be numbered serially, should bear the tender number and should be “**signed**” and “**stamped**” by the bidder at the bottom of all pages. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.



## 5.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER -

- 5.1 The words “**Tender No. CON/T/QDG-336/2018**” for supply of 336 nos. of Quick Draw Gears must appear on bid documents and all correspondence carried out in connection with the offer
- 5.2 The Bid prepared by the Bidder and all correspondences as well as documents related to the bid exchanged between the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern. Failure to comply with this may render the offer liable to be rejected.
- 5.3 Each page of the offer must be numbered serially, should bear the tender number and should be “**signed**” and “**stamped**” by the bidder at the bottom of all pages. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
- 5.4 The bid is to be submitted in Single (1) packet.
- 5.4.1 Envelope-1 shall be boldly superscripted “**ENVELOPE-1, EARNEST MONEY**” and shall contain the following documents:-
- (a) The earnest money in any of the forms mentioned in Clause-2.0 of Section-II, General Instructions to Bidders. If the bid security is in the form of a bank guarantee, it shall strictly be in accordance with the format as per **Annexure-2/ Annexure-2A** and shall also be accompanied by the checklist as per **Annexure-2.1** duly filled.
- 5.4.2 Envelope-2 shall be boldly superscripted “**ENVELOPE-2, PRICE FORMAT**” and shall contain the following documents:-
- (a) The applicable price format as per **Annexure-3**.
- 5.4.3 Envelope-3 shall be boldly superscripted “**ENVELOPE-3**” and shall contain the following documents:-
- 5.5 A copy of the current Permanent Account Number (PAN), GST Identification Number (GSTIN) of the bidder/firm in case of indigenous bidder/firm.



- 5.5.1 Indian Agent's Income-Tax Permanent Account Number and GST Identification Number (GSTIN) in case Agent is of involved in case Foreign Bidder.
- 5.6 Power of Attorney in support of the person or persons signing on behalf of the Bidder (Sole Proprietor)
- OR
- 5.6.1 In case of Limited Company, an authenticated copy of the document, which authorises the signatory to commit on behalf of the Company, shall accompany the offer.
- 5.6.2 In case of bid by an agent, Power of Attorney signed by the Authorised Signatory of the Principal firm, duly authorised through BOD resolution/authority conferred by the MOA of the Principal firm. An authenticated copy of the document, which authorizes the signatory to commit on behalf of the firm, shall accompany the offer as per **Annexure-5**.
- Note:** Cancellation of any document such as Power of Attorney, Partnership Deed etc. shall be communicated forthwith to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for such an action taken in the strength of the said documents submitted earlier or on the basis of the amended documents.
- 5.7 A certified copy of Agency Agreement between Principal and the Agent indicating the agency commission shall be submitted along with the offer.
- 5.8 Letter of submission of tender, to be duly completed, stamped and signed as per **Annexure-1**.
- 5.9 Bid Document consisting of General Instructions to Bidders (Section-II), Terms and Conditions (Section-III), Technical Specification and Drawings, if any, (Section-IV), Delivery Schedule (Section-V) to be read, stamped and signed on all pages.
- 5.10 Deviation Statement with respect to each clause/sub clause of General Instructions to Bidders (Section-II), Terms and Conditions (Section-III), Technical Specification and Drawings, if any, (Section-IV), Delivery Schedule (Section-V) along with detailed justification as per **Annexure-4**.
- 5.11 in case of bid by agent or authorised distributor, they should submit a letter of authority from their principals as per **Annexure-5**. The authorized signatory should sign the authorization letter in the form of power of attorney.
- 5.12 The bidder shall specifically indicate his compliance or otherwise against each clause and sub-clause of the tender document i.e. General

Instructions to Bidders (Section-II), Terms and Conditions (Section-III), Delivery Schedule (Section-IV) and Technical Specification (Section-V).

- 5.13 Check list for Bid Submission in **Annexure-9**.
- 5.14 Check List for Agents and Agency Commission-in **Annexure -10** in case Agent is involved in case of Foreign Bidder
- 5.15 Bidders desirous to submit their bids through downloaded document have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. If any discrepancies between the downloaded version and the original version of bid document on sale/put on website are found, the latter shall prevail.
- 5.16 Submission of Integrity Pact along with the bid document as per Annexure-11
- 5.17 No modification in the bid will be allowed subsequent to the deadline for submission.
- 5.18 Bidder should clearly indicate the Port Of Dispatch for the tendered item.
- 5.19 A certificate from the supplier that the item has not been sold at price lower than that quoted to CONCOR during that financial year.

## 6.0 **COST OF BIDDING**

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentation etc., and that the Purchaser will in no case be responsible or liable for those costs, regardless of the **conduct** or outcome of the bidding process.

## 7.0 **LOCAL CONDITIONS -**

It will be imperative on each bidder to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores (Quick Draw Gear). In his own interest, the foreign bidder should familiarize themselves with the Income-tax Act 1961, The Companies Act, 1956, The Customs Act, 1962, The Sale of Goods Act, 1930 and related laws in force in India. CONCOR shall not entertain any request for clarifications from the bidder regarding such local conditions. CONCOR would not entertain request for change of price or the time schedule of delivery of stores after the Competent Authority has accepted the offer.

## 8.0 TIME SCHEDULE

- 8.1 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of item/items offered.
- 8.2 The time and the date specified in the contract for the delivery of the stores (Quick Draw Gears) and equipment shall be deemed to be the essence of the contract and the delivery must be completed not later than the date so specified. The attention of the bidders is invited to clauses regarding liquidated damages and default in the Terms and Conditions by which the contract shall be governed.

## 9.0 POSTAL ADDRESS OF BIDDER FOR COMMUNICATION

The bidder shall state his postal address fully and clearly in his bid. Any communication sent to the bidder by post at his said given address shall be deemed to have reached the bidder in time.

## 10.0 PRICES

- 10.1 The bidder should quote prices as per format given in the **Annexure-3 (Foreign Bidders)**. All prices and other information like discounts etc. having bearing on the price shall be written both in words and figures in the prescribed price format.

**In case of any ambiguity in the unit price and total price, the unit price shall prevail.**

- 10.2 It is expressly understood that the bidder has considered every possible fluctuation in the rates of labour, material and general conditions and other possibilities of each and every kind before quoting the rates. The price quoted shall be firm and not subject to any variation after opening of the bid.
- 10.3 Bidders who offer to supply finished Quick Draw Gear (QDG) from outside India would be deemed foreign bidders. The bidder should quote the price in CIF (exclusive of Agency Commission) to Port of Discharge as given in the **Delivery Schedule (Section-V)** as per format given in **Annexure-3**. The bidder should give the break-up of quoted CIF Price i.e. FOB price, Marine Insurance, Ocean Freight, agency commission and any other charges, if any. The agency commission should be shown separately. **The Purchaser will make the payment of Customs Duty, Cess & IGST.**

**Note: The terms CIF, CFR and FOB shall be as per the definition given in the current edition of International Rules for the Trade terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS 2010 or latest edition.**



**CONCOR reserves the rights to place the order either on CIF or CFR or FOB basis.**

#### 10.4 Evaluation of Bids

**The Bids will be evaluated on the basis of FOB price, Marine Insurance, Ocean Freight, agency commission and any other charges quoted by bidder if any.**

**It should be noted that cargo handling charges, THC at load port prior to shipment, wherever applicable, shall be to the Bidder's Account.**

**Note: - Any deviation (both plus and minus) in the exchange rate and custom duty after closing date of tender as indicated above but within the contractual delivery period will be to the account of CONCOR.**

**Any increase in ocean freight charges, marine insurance charges, exchange rate and customs duty during extended period of contract will be to the supplier's account. However, any decrease in exchange rate, ocean freight charges, marine insurance charges and customs duty during extended period of the contract will be on account of CONCOR.**

**10.5 Insurance** - The bidder shall be responsible for all insurance charges including transit insurance etc till the Quick Draw Gear is delivered to the nominated Port of Discharge in the acceptable condition.

**10.5.1** The marine insurance shall be arranged by the Supplier in an amount equal to 110% of the CIF value of the goods from manufacturer's works to the nominated Port of Discharge as mentioned in Schedule of Requirement, Section-V on "**All Risks**" basis to cover all the risk including War Risks and Strike clauses. The Insurance should be arranged in a freely convertible currency.

**10.5.2 Lodging of Claim** - In case of any loss/damages of Quick Draw Gear, the nominated consignee will advise the bidder within 45 (forty five) days of the arrival of goods and it shall be the responsibility of the successful Bidder to lodge necessary claim on the carrier and/or insurer and pursue the same. The successful Bidder shall, however, at his own cost replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.



## 11.0 GENERAL

- 11.1 The bidder must ensure that the conditions laid down for submission of offers detailed in the preceding clauses is completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.
- 11.2 **Validity of Offer** - The offer shall be kept valid for a minimum period of **180** (One Hundred and Eighty Days) calendar days from the date fixed for opening of tenders.

## 12.0 LAST DATE OF RECEIPT OF THE TENDERS

The offer complete in all respects should reach the Group General Manager (Technical), Container Corporation of India Ltd., CONCOR Bhawan, C-3 Mathura Road, Opp: Apollo Hospital, New Delhi - 110 076 (INDIA) not later than **11:00 hrs on 25/06/2018**.

## 13.0 CHANGE IN THE DATE OF BID OPENING

In case the due date for opening of tender (25/06/2018) is declared a Public Holiday, the tender will be opened at the same time and same location on the next working day.

## 14.0 SUBMISSION OF OFFERS

- 14.1 **Sealing of offer** - Bidders shall submit the bid as per the guidelines given in Clause-5.0 of Section-II i.e. the three different envelopes marked as **Envelope-1, Envelope-2 and Envelope-3** should be put in a bigger size envelope, duly sealed, that should bear the heading **“Tender No. CON/T/QDG-336/2018 for supply of 336 nos. of Quick Draw Gear”**. The envelopes shall be addressed to Group General Manager (Technical), Container Corporation of India Ltd, CONCOR Bhawan, C-3 Mathura Road, Opp: Apollo Hospital, New Delhi – 110 076 (INDIA).

If the outer envelope is not sealed and marked as mentioned above, CONCOR will assume no responsibility for bid misplacement and its premature opening.

- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. **Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(s) to the bid.**
- 14.3 The tenders received shall be opened, in the presence of such of the bidders or their authorised representatives who may like to be present, at **11:30 hrs** on the date and the location specified in the “Bid Invitation”.



- 14.4 All bidders or their representatives must bring with them an authority letter on the letterhead of the bidder, duly signed by authorised signatory, to attend the tender opening, failing which they will not be allowed to attend the opening of the tenders.
- 14.5 The bidders representative, who will be present, shall sign in a register evidencing their attendance.
- 14.6 The bidders' names, presence of Earnest Money Deposit, and such other details, as CONCOR, at its discretion, may consider appropriate will be announced at the time of opening of bid.
- 14.7 All bids received after specified date and time for submission shall be summarily rejected.
- 14.8 At the time of opening of bid, **arithmetic errors** will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected accordingly.
  - If there is a discrepancy between the words and figures, the amount in words shall prevail.
  - If the bidder does not accept the correction of errors, its bid will be rejected and the earnest money will be forfeited.
- 14.9 **IT MAY PLEASE BE NOTED THAT CONCOR RESERVES THE RIGHT TO:**
- (i) Extend the date of submission of the tender.
  - (ii) Modify the terms and conditions of the Bid.
  - (iii) Modify the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR.
  - (iv) To negotiate the rates with the lowest bidder i.e. L-1.
  - (v) Accept a tender for a part or whole of the quantity offered, reject any tender, may not accept lowest or any tender without assigning any reason. Any such action will not be called into question and the bidder shall have no claim in that regard against CONCOR.

## 15.0 CONFIDENTIALITY OF TENDER DOCUMENTS

The bidder shall treat the contents of the tender documents as Private and Confidential.

## 16.0 EVALUATION OF THE OFFERS

16.1 CONCOR will examine the bids to determine whether -

Stamp of bidder

Signature of bidder

Page no \_\_\_\_\_



- (i) These are complete
- (ii) Earnest Money is in the requisite form and validity period is available.
- (iii) The validity of the bid is as per the Bid Document
- (iv) The bid document has been properly “**signed & stamped**” by the authorised signatory and numbered properly.
- (v) “**Deviation Statement**” or “**Nil Deviation Undertaking**” has been submitted.
- (vi) No condition stipulated in any clause/sub-clause of Section-II, Section-III, and its associated annexures.
- (vii) Documents required to be submitted by the bidder vide Clause-5 of Section-II have been furnished.
- (viii) The prices have been quoted as per format given in **Annexure-3**.

**NOTE:** To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in amounts in various currencies in the bid price as payable, to Indian Rupees at the TT selling exchange rate established by a Nationalized/Scheduled Commercial Bank in New Delhi as on the date of the tender opening.

- 16.2 To assist the examination, evaluation and comparison of bids, CONCOR may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response thereto shall be in writing and no change in price or substance of the bid shall be sought/offered or permitted.
- 16.3 CONCOR may waive off any minor infirmity or non-conformity or irregularity in a bid provided such waiver does not prejudice or affect the relative ranking of any bidder. CONCOR, however, reserves the right to accept or reject these deviations and its decision thereon shall be final and binding.
- 16.4 If required, bidders would be asked to give detailed analysis of their quoted cost, which the bidder shall furnish without any reservation.
- 16.5 CONCOR will award the contract to the bidder whose bid has been determined to be the lowest evaluated bid conforming to the terms & conditions of the bid document. The rates finally accepted will be binding on both the parties and no change in the accepted rates will be permissible during the currency of the contract.

## 17.0 NOTIFICATION OF AWARD

- 17.1 As mentioned in Clause-16.5 above, subsequent to opening of bids, CONCOR will notify the acceptance of bid to the successful bidder either through a letter sent by courier/Regd. Post or fax or email. In case of acceptance communicated through fax or email, the same would be followed with a letter sent through courier or post.



17.2 CONCOR will be the sole judge in the matter of award of contract and the decision of CONCOR shall be final and binding.

17.3 Notification of Award will constitute the formation of Contract subject to submission of Performance Guarantee as per Clause-18 of section-II and signing of contract in accordance with the provision of Clause-19.0 of Section-II.

#### 18.0 PERFORMANCE Guarantee

The successful bidder shall be required to submit performance guarantee equivalent to 5% of the contract price for supply of 336 nos. of Quick Draw Gear (CIF/CFR/FOB Price inclusive of Agency Commission in case of Foreign bidders) as per format given in **Annexure-6** within 30 days of issue of Notification of Award.

#### 19.0 SIGNING OF THE CONTRACT

Subsequent to unconditional acceptance of Notification of Award and submission of Performance Guarantee, the bidder would be required to sign Contract Agreement. The draft contract agreement is attached as **Annexure-8**.

#### 20.0 QUANTITY VARIATION

The purchaser reserves the right to vary the quantity of the material tendered for by up to plus/minus 30% either at the stage of ordering or at any stage during the currency of the contract.

#### 21.0 SPECIAL CONDITIONS STIPULATED BY BIDDER, IF ANY

The bids with any special conditions are liable to be rejected. Bidders are advised not to stipulate any condition on their own in the tender documents issued by Container Corporation of India Ltd. If at all the bidder finds it necessary to write/clarify/explain/stipulate anything, it should be done on the bidder's separate letterhead clearly and the same should be attached with the tender.

#### 22.0 CHECK LIST

22.1 Checklists have been included as **Annexure-9** and **Annexure-10** of Section-VI of the Bid Document. This has been designed to help the bidders in submitting complete offers. The bidders must fill this Check List & submit along with their offer in their own interest

#### 23.0 TRANSPARENCY IN PROCUREMENT PROCESS

Stamp of bidder

Signature of bidder

Page no \_\_\_\_\_





CONCOR has introduced an Integrity Pact to ensure transparency in the procurement process. A copy of the Integrity Pact is placed in Annexure-11. The authorized signatory of the bidder is required to sign and return the copy of Integrity Pact along with the Bid Document.

23.1 Name of CONCOR nominated Independent External Monitors (IEMs) are as under:

1. Shri Vijay Raghav Pant,
2. Shri G.N.Asthana,

23.2 A person/bidder signing IP shall not approach the courts while representing the matter to IEMs and they will await their decision in the matter.

23.3 In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.



## SECTION – III TERMS AND CONDITIONS

### 1.0 COUNTRY OF ORIGIN

The Supplier shall furnish “**Certificate of Origin**” of the Goods being supplied.

### 2.0 STANDARDS

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications as given in Section-IV. Where no applicable standard is mentioned, the authoritative standard appropriate to the country of origin of Goods and such standards shall be of the latest version issued by the concerned institution of the country of the origin.

### 3.0 DRAWINGS

Drawings in 2 copies should be sent within 2 weeks from the date of order.

### 4.0 INSPECTION AND TESTS

4.1 The CONCOR representative i.e. RITES/RDSO or their nominee will carry out inspection. CONCOR will bear the cost of deployment of Inspection personnel including their travel, boarding lodging etc. At least **4 (four) weeks** notice must be given to the inspecting authority (**RITES/RDSO**) to enable them to arrange the necessary inspection. The responsibility of delay in inspection due to delay in inspection call and any futile visits of inspection shall rest with the supplier.

OR

CONCOR will accept the material on WTC Certificate basis.

4.1.1 CONCOR at its discretion may waive off the inspection of any one or more lots. For the material for which inspection is waived off by CONCOR, the supplier shall also certify that:

- i). Supplies are as per latest Specification / STR.
- ii). Supplies shall meet all the requirement of AAR approval

### 4.2 Facility for Test & Examination

4.2.1 The supplier shall provide, **without any extra charge**, all materials, equipments, tools labour and assistance of every kind which the CONCOR’s representative i.e. M/s. RITES/RDSO or their nominee may consider necessary for any tests and examinations, on the supplier’s premises and shall pay all costs attendant thereon.

4.2.2 The supplier shall also provide and deliver free of charge, at such places as the CONCOR or their nominee may nominate such material as they or



their nominee may require for test by chemical analysis or independent testing machines.

#### 4.3 Notification of result of Inspection

On the stores being found acceptable by the Inspecting Officer, he shall furnish the supplier with necessary copies of the Inspection Notes duly completed, for being attached to the supplier's bill in support thereof.

#### 4.4 Certification of Inspection and Approval

4.4.1 No stores will be considered ready for delivery until the CONCOR or the Inspecting Officer nominated by CONCOR shall have certified in writing that the stores have been inspected and approved by him.

4.4.2 It shall be the responsibility of the supplier to ensure that only such goods, as have been duly inspected and approved by the Inspecting Authority, are offered for shipment.

4.4.3 If the CONCOR waives off the inspection of such goods then supplier, shall certify the materials as per requirement of clause 4.1.1 of Section-III.

#### 4.5 Inspecting Officer– Power of Rejection

4.5.1 The Inspecting Officer shall have the powers: -

- (i) Before any Stores or part thereof submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) To reject any stores submitted as not being in accordance with the specifications.
- (iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as may in his discretion think fit, he is satisfied that the same unsatisfactory.
- (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted.

4.5.2 The inspecting officer's decision as regards the rejection shall be final and binding on the supplier.

4.6 The Purchaser's right to inspect, test and where necessary reject the goods at the time of fitment shall, in no way, be limited by reason of the goods having previously been inspected, tested and passed by the purchaser's representative.

4.7 Nothing in this clause shall, in any way, release the supplier from any warranty or other obligations under this contract.

#### 4.8. Consequences of Rejection



- 4.8.1 If on the Stores being rejected by the Inspecting Officer or Consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to: -
- i Request the contractor to replace the rejected stores forthwith but in any event not later than a period of **29 days** from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
  - ii Purchase or authorize the purchase of quantity of the stores rejected of others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final: readily available) without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or
  - iii Cancel the contract and Purchase or authorize the Purchase of the stores or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of clause 11 and 16.2 of the Terms and Conditions Section-III of the Bid Document shall apply as far as applicable.
- 4.8.2 **Rejected Stores** - On rejection of any stores submitted for inspection at a place, other than the premises of the contractor, such stores shall be removed by the contractor at his own cost, subject as hereinafter stipulated, within 14 days or the date of intimation of such rejection. If the such concerned communication, is addressed and posted to the contractor at the address mentioned in Clause-20.0 of Section-III, Terms & Conditions, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the Contractor.
- 4.8.3 All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor, immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or the inspector may decide, or dispose off such stores at the contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall in addition, be entitled to recover from the contractor, the handling and



Storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

## 5.0 SHIPMENT

5.1 The suggested ports of discharge is Chennai, India..

5.2 Consignee: The Consignee at designated Port of Discharge would be as under:-

Chief General Manager (Southern Region),  
Container Corporation of India Ltd.  
8th Floor, CAO. CN Office Southern Railway,  
EVR Periyar Salai, Egmore-600008,  
Chennai,  
Tel-+91-44-26481931, Fax-+91-44-26481934  
E-mail: sr.ro@concorindia.com.

5.2.1 **Ultimate Consignee** – The ultimate consignee would be as under:-

<b>Consignee No.1</b>	Chief Workshop Manager, Central Workshop, Golden Rock, Southern Railway, Tiruchchirappalli – 620004 (Tamilnadu) (INDIA)
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The bidder is required to make delivery in the container loads as per shipment/delivery schedule given in the bid document.

5.3 The Supplier shall ensure use of IACS (International Association of Classification Societies Ltd) accredited vessel. A certificate to this effect shall invariably be sent by the Supplier to GGM (Technical)'s office along with other shipping documents forming part of negotiable & non-negotiable documents, as per details given in clause-9.3 below, respectively. Any extra expenditure by way of extra insurance etc., if incurred, for use of non-classified/over aged vessel, shall be on the supplier's account.

## 6.0 PATENTS

The supplier shall keep CONCOR indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against CONCOR on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any goods supplied under this contract, the supplier shall at their own risk and expense defend any suite for infringement of patent or like suite brought

against CONCOR (whether with or without the supplier being a party thereto) and shall pay any damages and cost awarded in such suite and keep CONCOR indemnified from and against all consequence thereof.

## 7.0 PACKING

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit upto ultimate destinations as indicated in the Contract.

7.2 The Quick Draw Gear should be dispatched in a sea-worthiness condition. The Quick Draw Gear must be packed in **wooden/steel/other suitable material boxes/frame** in a container. The **wooden/steel/other material frame/boxes** should be such that it can be easily taken out from the containers at destinations at the time of taking delivery. The packing should be sound and strong enough to protect against all types of handling, ocean hazards, loading and unloading etc.

7.3 **Identification** - Each and every piece of Quick Draw Gear should have clear identification mark indicating supplier's name, month and year of manufacture as per details given in Drawing Numbers as per Section-IV, Technical Specifications.

## 8.0 SHIPMENT MARKINGS

8.1 The shipping mark would be "**CONCOR**". This marking should be shown on each Pallet/Frame/Box. Each pallet/frame/box shall have on its outer side the following marking in English in inedible paint.

- i) Contract Order No. and date
- ii) Name of Supplier
- iii) Pallet/Frame/Box No.
- iv) Gross and net weight in kilograms on each pallet/frame/box
- v) Dimensions of the packages,
- vi) Ultimate Consignee
- vii) TOP/DON'T TURNOVER/HANDLE WITH CARE
- viii) Invoice No.
- ix) Quantity

## 9.0 PAYMENT

9.1 **Payment Procedure for Foreign Bidders** - The following payment terms, subject to recoveries, if any, under the Liquidated Damage as per Clause-11.0 of Section-III, is specified for Foreign bidders: -



Payment would be made through irrevocable without recourse to the drawer confirmed Letter of Credit issued by any scheduled Bank in India, payable at Sight for 90% value of the goods delivered in each shipment.

Balance 10% is to be made within 21 calendar days of receipt of the consignment in India at the nominated port of discharge after deductions of LD if any.

**In case of confirmed LC, all the charges levied by foreign banks shall be borne by the supplier. The LC would be governed as per UCP 600.**

- 9.2 All bank charges outside India are to be borne by the beneficiary (supplier) inclusive of reimbursement, if any.
- 9.2.1 In case the extension of LC is required on account of delay on the part of supplier after lapse of specified delivery period, then LC extension charges would be borne by the supplier.
- 9.2.2 The Letter of Credit (LC) would be established by CONCOR only on confirmation, of the Performance Bank Guarantee as per Clause-18.0 of Section-II, by the issuing bank. The successful bidder shall provide the following bank details for establishment of the LC :-
- (a) Name of the Bank
  - (b) Account Number
  - (c) Holder
  - (d) Description
  - (e) IBAN
  - (f) Clearing Number
  - (g) BIC/SWIFT
  - (h) Postal Account
- 9.3 The following documents should be submitted for negotiation of the Letter of Credit. The document should be ink-signed.
- (i) One copy of negotiable and clean on board Bill of Lading,
  - (ii) One copy of Invoice,
  - (iii) Shipping documents (claim copy) quoting that the goods are not included in the negative list of imports under Import Export Policy 2015-2020 or Latest,
  - (iv) One copy of Inspection/Test Certificate about the material specification etc. issued by RITES/RDSO or agency authorized by CONCOR.
  - (iv) One copy of Certificate of Guarantee valid for **30 months** after the goods or any portion thereof as the case may be, have been delivered and commissioned (fitted) at the ultimate destinations or for **36 months** after the date of shipment from port of loading in the source country/despatch, whichever period is concluded earlier.



- (vi) One original copy of Certificate of Origin.
- (vii) One copy of Packing List with full details of packing, item number, marking, total number of pallets/boxes/frames, weight of each box/frame/pallet and total weight etc.
- (viii) A certificate that the insurance closing particulars as per Clause-10.6 of Section-II have been furnished to the insurance company as well as port consignees.
- (ix) Certificate that the amounts claimed are correct in terms of the contract.
- (x) Certificate that the shipment has been made in time as per schedule laid down for the respective instalments in Section-V of the contract.

9.3.1 One set of Non-negotiable copies of Bill of Lading and other documents mentioned in Clause-9.3 (ii) to (ix) should be forwarded through DHL/UPS/EMS/Scan copy through E-mail/Speed Post Courier to the office of Group General Manager (Technical), Container Corporation of India Ltd. (CONCOR), C-3 Mathura Road, Op: Apollo Hospital, New Delhi – 110 076 (INDIA) immediately after issue of Bill of Lading.

## 10.0 GUARANTEE AND WARRANTY

- 10.1 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Contract. The Supplier shall further warrant that the Goods supplied under this Contract shall not have any defect arising from material/design/manufacture and not revealed during acceptance inspection, and performance or from any act or omission of supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- 10.2 This warranty shall remain valid for **30 months** after the goods or any portion thereof as the case may be, have been delivered and commissioned (fitted) at the ultimate destinations mentioned in Clause-5.2.1 of Section-III or for **36 months** after the date of shipment from port of loading in the source country/despatch from supplier's works, whichever period is concluded earlier.
- 10.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 10.4 Upon receipt of such notice, the Supplier shall arrange prompt replacement of defective Quick Draw Gear at their own risk and cost and also without any cost to the Purchaser **within two months** at the ultimate consignee/nominated maintenance points. The replacement shall not



- release the supplier from its responsibility and the warranty period of such replacement will start again from the date of said replacement received at consignee's end (ultimate consignee/nominated maintenance points). The bidder would also extend the Performance Bank Guarantee accordingly to cover the extended period of warranty. The decision of CONCOR in regard to bidder's liability and the amount, if any, payable under this clause shall be final and conclusive.
- 10.5 The point of maintenance for the purpose of fulfillment of warranty obligation shall normally be Inland Container Depot of CONCOR at Tughlakabad (New Delhi)/Dadri (NCR). However in case of need, warranty obligation may be provided at the maintenance point nearest to the place of occurrence.
- 10.6 If the delivery of the last consignment is not completed within the stipulated delivery period, then the warranty period and claim period would get proportionately extended by the number of days by which delivery of last consignment has been delayed.
- 10.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as specified above, the Purchaser may proceed to take remedial action as may be necessary at the Supplier's risk and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 11.0 LIQUIDATED DAMAGES**
- In the event of the contractor's failure to deliver the specified quantity of stores (Quick Draw Gear) within the period fixed for such delivery in the specified delivery schedule in the Notification of Award (NOA) or contract, CONCOR may deduct or recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of **0.5 percent** (Zero Point Five Percent) of the **price** of any stores (Quick Draw Gear), which the contractor has failed to deliver as aforesaid for each and **every week** (part of a **week** being treated as a **full week**) during which the stores may not have been delivered, subject to a limit of 10 (ten) percent of the value of the goods delayed beyond completion date of deliveries.
- However, if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the CONCOR may, at their discretion, allow such additional time as they may consider fit.
- 11.1 For the purpose of the Clause-11.0, the delivery shall mean the shipment of the consignment from the Port of Loading.



11.2 For the purpose of price in Clause 11.0, the price shall mean the FOB element of the CIF cost of the consignment.

## 12.0 PERFORMANCE GUARANTEE

The Tenderer shall be required to furnish a performance guarantee of 5% (five percent) of the value of the contract, to be mentioned in NOA in the form of a Bank Guarantee as per format enclosed as **Annexure-6** within 30 days from the issue of Notification of Award. The Performance Bank Guarantee shall be from a foreign bank (preferably supplier's own bank) duly confirmed by any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi) or from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi). However Bank Guarantee from any Nationalised/ Scheduled Commercial Bank in India located in New Delhi would be preferred. The performance guarantee shall be in favour of "Container Corporation of India Ltd.", New Delhi.

The validity period of Performance Guarantee should be in conformity with the Guarantee/Warranty as per Clause-10 i.e. the Quick Draw Gear assemblies are to be guaranteed for a period of **36 months** after the shipment/despatch from supplier's works OR **30 months** from the date of fitment and commissioning on the wagon at ultimate destinations, whichever is concluded earlier.

The validity period of performance guarantee should take into account the above mentioned warranty period i.e. **36 months** from the shipment/DESPATCH FROM SUPPLIER'S WORKS OR **30 months** from the date of fitment and commissioning of last consignment on wagon at ultimate destinations plus one month period required for preferring the claim at the expiry of warranty period. A chart indicating the projected validity period of performance guarantee is placed at **Annexure-7**.

For bidder's guidance in complying with the requirements of the Performance Bank Guarantee, the checklist at Annexure-2.1 should be utilized for verification.

12.1 **Contract price** - The value of contract would be CIF/CFR/FOB price (inclusive of agency commission) up to nominated port of discharge as mentioned in Clause-10.3 of Section-II.

## 13.0 MANUAL



Supplier shall furnish an updated manual (latest) in 2 copies showing various parts of the assembly, their method of assembly and preventive maintenance, which is required to be carried out, if any.

#### 14.0 FORCE MAJEURE

14.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War or Act of Terrorism, Civil Riots, Fire directly affecting the performance of the Contract, Flood, Earthquakes, Hurricanes, Epidemics, and Acts & Regulations of respective government of the two parties, namely CONCOR and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, CONCOR shall have the option of canceling this contract in whole or part at its discretion without any liability on its part.

14.2 Unless otherwise directed by CONCOR in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### 15.0 APPLICABLE LAW

15.1 The Laws of Republic of India for the time being in force shall govern this contract.

15.2 Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.

15.3 **Jurisdiction of Courts** - The courts at New Delhi (India) shall have the exclusive jurisdiction.

#### 16.0 TERMINATION BY DEFAULT

- 16.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- if the supplier fails to deliver any or all of the Goods within the time period (s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause-11.0.
  - if the supplier fails to perform any other obligation(s) under the Contract.
- 16.2 In the event the Purchaser terminates the Contract in whole or part, pursuant to Clause-16.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- 16.3 **Termination for Insolvency** - The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 16.4 **Termination for Convenience** - The purchaser, may by written notice sent to the supplier, terminate the contract, in whole or part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

## 17.0 RESOLUTION OF DISPUTES

- 17.1 The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract.
- 17.2 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided for by these Conditions or Instructions to Tenderers') the same shall be referred to the sole arbitration of a CONCOR Officer appointed to be the Arbitrator, by the Chairman and Managing Director, CONCOR, New Delhi, India. The CONCOR Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as CONCOR officials has expressed view on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. The place of Arbitration shall be New Delhi, India

In case of international commercial arbitration rules governing to this effect shall be in accordance with Delhi International Arbitration Centre as detailed below.

The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority and/provide administrative services that may be used and the parties agreed to submit their dispute for being resolved in accordance with the rules of Delhi Arbitration Centre. The place of arbitration shall be the Delhi Arbitration Centre and fee structure as mentioned by the Delhi International Arbitration Centre for international arbitration shall apply and binding on both the parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. That the parties are hereby agreed that the language used in arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.

- 17.3 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or their award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
- 17.4 It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 17.5 The Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- 17.6 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- 17.7 Subject as aforesaid, the Arbitration Act 1996 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 17.8 The venue of arbitration shall be the place from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.



- 17.9 In this clause the authority to appoint the Arbitrator includes, if there be no such authority the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 17.10 No payment of interest shall be made for the disputed amounts/claims till the final determination of dispute/claims and payment thereof pursuant to the resolution.
- 17.11 Obligation during pendency of arbitration – Work under the contact shall, unless otherwise directed by the Officer in charge, continue during the arbitration proceedings, and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 18.0 TRANSFER AND SUBLETTING**
- 18.1 The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.
- 19.0. ACCEPTANCE OF STORES DESPATCHED AFTER EXPIRY OF DELIVERY PERIOD**
- 19.1 In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the scheduled delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the scheduled delivery period because of the reason that adequate notice for inspection in accordance with clause 4.1 was not given by the Contractor, the Purchaser reserves the right to cancel the order for the balance quantity, at the risk and expenses of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the scheduled delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:
- (a) The Purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver/commission within the period fixed for delivery as per Section-V DELIVERY SCHEDULE.



- (b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, IGST, Freight Charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.
- (d) But nevertheless the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, IGST or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The Contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

19.2 The Contractor shall not despatch the stores till such time an extension in terms of clause 19.1 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are despatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 19.1 above.

19.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in clause 19.1 above.

**20.0 NOTICES**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier:

**Purchaser:** Container Corporation of India Ltd. (CONCOR)  
C-3, Mathura Road (Opp: Apollo Hospital)  
New Delhi-110 076 (INDIA)

**Supplier:** **(To be filled in at the time of contract signature)**

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**SECTION-IV****TECHNICAL SPECIFICATIONS AND REQUIREMENTS OF QUICK DRAW GEAR**

1. Quick Draw Gear is required for fitment on BLC/BLL wagons as per the following details: -

**“495-4A Quick Draw Gear as per ASF Key Stone Drawing manufactured to AAR Standards” (Ref. RITES Drawing No. RITES/TP-9405-S/001)**

RITES Specification No.RSD-BLC-6344 2009 to Amendment No.1 of January-2010: -

2. Supplier's Name – As per RDSOs letter No. MW/Contr/ISO/BG-Flat, dated Jan 24, 2012.

M/s. Amsted Rail International Inc. – 1700, Walnut Street, Granite City, IL61600, USA

**3.0 QUANTITY REQUIRED**

3.1. Quantity required at GOC Workshop, Trichy 336 nos.

**Total Quantity Required 336 nos. Quick Draw Gears**

Port of Discharge Chennai, India.



**SECTION-V****DELIVERY SCHEDULE**

- 1.0 **DELIVERY PERIOD (SHIPMENT SCHEDULE)** - The delivery schedule would be as under: -

Description	Days	Average Monthly Shipment Quantity	Ultimate consignee
Issue of Notification of Award (Date)	D		
Supply of Quick Draw Gear	D+75 to D+135	256 nos.	1. 336 nos. of QDGs to Chief Workshop Manager, Central Workshop, Golden Rock, Southern Railway, Tiruchchirappalli – 620 004 (Tamilnadu) (INDIA).Ph. 0431-2490510, FAX: 2491113
<b>Total</b>		<b>336</b>	

**Commencement of Delivery:** “Delivery to commence within 75 days of issue of Notification of Award or six weeks (42 days) from the date of opening of letter of credit which ever is later”. It is also noted that the delivery is to be completed within 135 days of commencement date. The supply shall be made at average rate of 256 nos. per month as per Section -V (Delivery Schedule) of the tender documents.

- Note : 1. The Quick Draw Gear should be supplied in full container loads (20/40 feet) or LCL.
2. The firm can offer better dispatch schedule. In such case the details will be finalized in mutual consultation with CONCOR and the Supplier.
- 3 Port of discharge shall be Chennai, India.

2.0 **DELIVERY DATE**

- 2.1 The date on which Bill of Lading is issued after loading of the specified quantity of Quick Draw Gear in 20 ft. containers/40ft. on Vessel from the Port of Dispatch would be taken as “**Delivery Date**” in case of Foreign bidders.
- 2.2 Please note that only such goods, which have been inspected and declared suitable as per the drawings and specifications mentioned in the Bid Document by inspecting officials, nominated/agreed by CONCOR or WCT Certificate would be dispatched. CONCOR may also waive off the inspection of any one or more lots if the supplier complies with the requirements of clause 4.1 of Section-III.



**SECTION – VI**  
**(ANNEXURES)**

SL	PARTICULARS	ANNEXURE NO.
1	BID FORM	1
2	BID SECURITY FORM	2
3	BANK GUARANTEE VERIFICATION CHECKLIST	2.1
4	PRICE FORMAT FOR FOREIGN BIDDERS	3
5	PROFORMA FOR STATEMENT OF DEVIATIONS	4
6	PROFORMA FOR AUTHORITY FROM MANUFACTURERS	5
7	PERFORMANCE GUARANTEE FORM	6
8	INDICATIVE CHART FOR WORKING OUT PERIOD OF VALIDITY OF PERFORMANCE BANK GUARANTEE	7
9	CONTRACT FORM	8
10	CHECK LIST FOR BID SUBMISSION	9
11	CHECK LIST FOR AGENTS & AGENCY COMMISSION	10
12	TRANSPARENCY IN PROCUREMENT PROCESS	11

Stamp of bidder

Signature of bidder

Page no \_\_\_\_\_



**ANNEXURE - 1**

**BID FORM**

***(Please see Clause 1.2 of General Instructions to Bidders, Section-II)***

To

Container Corporation of India Ltd.  
C-3 Mathura Road,  
Opp: Apollo Hospital  
New Delhi – 110 076

**INDIA**

Dear Sirs,

After examining/reviewing the bid documents for supply of 336 nos. of Quick Draw Gear for fitment in BLC wagons including General Instructions to Bidders (Section-II), Terms & Conditions (Section-III), Technical Specifications (Section-IV) and Delivery Conditions (Section-V), the receipt of which is hereby duly acknowledged.

We confirm that this bid is valid for a period of 180 days from the date of opening of bid and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the Performance Guarantee equal to 5% (Five percent) of the contract price for due performance within 30 (thirty) days of Notification of Award (NOA).

Until a final contract is prepared and executed, the bid together with your written acceptance thereof in your Notification of Award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest price or any bid that you may receive.

**SEAL AND SIGNATURE  
DATE : .....**

Duly authorised to sign bid for and on behalf of .....

**(SIGNATURE OF WITNESS)**

**WITNESS NAME :**

**ADDRESS :**

**ANNEXURE - 2****BANK GUARANTEE FORMAT FOR EARNEST MONEY*****(Please refer Clause-2.1.2 of Section-II, General Instructions to Bidders)******(To be stamped in accordance with the Stamp Act, if any, of the Country of the Issuing Bank)***

Whereas (Name & address of bidder) (Hereinafter called "the Bidder") has submitted its bid dated (date of bid) for the supply of 336 nos. of Quick Draw Gear for BLC wagons (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE (Name of Bank) of (address of bank) having our registered office at (address of registered office of the bank) (hereinafter called the "Bank") are bound unto Container Corporation of India Ltd., having its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076 (INDIA) (hereinafter called "the Purchaser") in the sum of (amount of guarantee) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of (Month), 2018 (Year).

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws or modifies its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with Clause-18.0 of the General Instruction to Bidders; we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

SPACE FOR  
BANK SEAL

.....  
**(Signature of the authorized official / s of issuing Bank with  
Name and Designation)**

**Note :**

1. The non-judicial stamp paper of appropriate value shall be purchased in the name of Bank, which has issued the Bank Guarantee.
2. A Bank Guarantee verification checklist is also enclosed as Annexure-2.1 for the guidance of the bidder. Bidder is required to fill up this form and enclose along with the bank guarantee.

**BANK GUARANTEE FORMAT FOR EARNEST MONEY (By Indian Agent)**  
**(Please refer Clause-2.1.2 of Section-II, General Instructions to Bidders)**

**(To be stamped in accordance with the Stamp Act, if any, of the Country of the Issuing Bank)**

Whereas (Name & address of bidder) (Hereinafter called "the Bidder") has submitted its bid dated (date of bid) for the supply of **336 nos. of Quick Draw Gear (QDG) for BLC wagons** (hereinafter called "the Bid")

In reference to letter No. ....dated ..... of "Bidder" M/s..... (Name and address of Bidder) authorizing M/s. ....(Name and address of Indian Agent) as Bidder's Indian Agent and in accordance with your Tender Invitation No. .... for Supply of ....., M/s. .... (Name of Indian Agent), having its office in India at .....(City and State) agree to submit this Bank Guarantee hereunder for and on behalf of the "Bidder" who wish to participate in the said tender.

KNOW ALL MEN by these presents that WE (Name of Bank) of (address of bank) having our registered office at (address of registered office of the bank) (hereinafter called the "Bank") are bound unto Container Corporation of India Ltd., having its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076 (INDIA) (hereinafter called "the Purchaser") in the sum of (amount of guarantee) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of (Month), ..... (Year).

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws or modifies its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with Clause-20.0 of the General Instruction to Bidders; we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

**(Signature of the authorized official/s of issuing Bank with  
Name and Designation)**

**Note :** 1. The non-judicial stamp paper of appropriate value shall be purchased in the name of Bank, which has issued the Bank Guarantee.

2. A Bank Guarantee verification checklist is also enclosed as Annexure-2.1 for the guidance of the bidder. Bidder is required to fill up this form and enclose along with the bank guarantee

**ANNEXURE - 2.1****BANK GUARANTEE VERIFICATION CHECKLIST***(Please see Clause-2.1.2.1 of Section-II, General Instructions to Bidders)*

SL:	CHECKLIST	YES	NO
I	Does the bank guarantee compare verbatim with standard CONCOR Proforma for BG		
II	a) Has the executing Officer of BG indicated his name, designation & power of Attorney No./signing power number etc. on BG.		
	b) Is each page of BG duly signed/initialed by the executants, and last page is signed with full particulars as required in the CONCOR's standard proforma of BG and under the seal of the Bank		
	c) Does the last page of the BG carry the signatures of two witnesses alongside the signatures of the executing Bank Manager		
III.	a) Is the BG on non-judicial stamp paper of appropriate value		
	b) Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than six months prior to the date of execution of BG		
IV	a) Are the factual details such as Bid Document No., NOA No., contract price, etc. correct.		
	b) Whether overwriting/cutting if any on the BG authenticated under signature & seal of executant.		
V.	Is the amount and validity of BG in line with provisions of bidding document/contract.		
VI.	a) Is the Bank Guarantee issued from a Bank's branch located outside India ?		
	b) Has the Bank Guarantee been routed through the correspondent branch in India for due verification of the signature(s) of the executant(s)? (Applicable only if the answer to VI (a) is 'YES')		
VII.	Whether the BG has been issued/confirmed by a Bank as per relevant provisions of the bidding documents.		

**Date :** \_\_\_\_\_  
**Place :** \_\_\_\_\_  
**(Signature)** .....  
**(Printed Name)** .....  
**(Designation)** .....  
**(Common Seal)** .....

**Note:** Bidder/Contractor/Associate/Collaborator is required to fill up this form and enclose along with the Bank Guarantee.



**PRICE FORMAT FOR FOREIGN BIDDERS**  
**(Please see Clause-10.3 and 10.5 of General Instructions to Bidders**  
**(Section-II)**

To

Container Corporation of India Ltd.  
 CONCOR Bhawan,  
 C-3, Mathura Road, Opp: Apollo Hospital  
 New Delhi – 110 076 (INDIA)

**Reference: Tender No. CON/T/QDG-336/2018 Dt of Opening 25/06/2018**


- (1) We **(Name of bidder)** hereby certify that we are established firm of manufacturer\* / authorised agents of M/s. **(Name of the principal)\***. We hereby offer to supply Quick Draw Gear at the prices mentioned below within the specified period of delivery indicated in Section-V of the Tender Document: -

1.0	Item and Description		
2.0	Specification/Drawing No.		
3.0	Unit of supply		
4.0	Quantity of supply		
5.0	CIF Price per unit exclusive of agency commission to the port of discharge i.e. Chennai, India		
		<b>Figures</b>	<b>Words</b>
5.1	FOB Price per unit exclusive of Agency Commission from the Port of Despatch of the Country of Supply (in US\$)		
5.2	Ocean freight per unit from port of despatch to Indian Port Chennai (in US \$)		
5.3	Insurance Charges per unit from Ex –works to Indian Port of Discharge i.e. Chennai (in US\$)		
5.4	Agency commission per unit, if applicable (in US\$)		
6.0	C I F Price per unit exclusive of agency commission) (in US\$)		
7.0	Discount, if any		
8.0	'Net CIF' price per unit exclusive of agency commission after discount (in US\$)		
9.0	Any other cost per unit (to be specified, if any)		

Stamp of bidder

Signature of bidder

Page no \_\_\_\_\_

CONTAINER CORPORATION OF INDIA LTD			Tender No.: CON/T/QDG-336/2018
10.0	Net CIF Price per unit Exclusive of Agency Commission (up to port of discharge) after discount		
11.0	Net CIF Price per unit inclusive of Agency Commission after discount(up to port of discharge)		

**NOTE** - Bidders are instructed that discount quoted by them other than specified column/space will not be taken into account.

- (2) It is hereby certified that we have understood the General Instructions to Bidders (Section-II), Terms & Conditions (Section-III), Technical Specifications (Section-IV), Delivery Schedule (Section-V) mentioned in the Bid Documents. We are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the conditions of the tender in accordance with the tender documents if the contract is awarded to us.
- (3) We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance despatched within the prescribed time.

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature and Seal of Manufacturer/Bidder)

\* Please delete whichever is not applicable.

\*\* The insurance charges would be as per Clause-10.5 of Section-II i.e. from manufacturer's works to the ultimate port of discharge mentioned in Delivery Schedule (Section-V).

\*\*\* To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in US Dollars as payable in Indian National Rupees (INR) at the TT selling exchange rate established by Nationalised/Schedule Commercial Bank in New Delhi as on the date of bid opening.

\*\*\*\* Agency commission, if any, would be payable on the basis non convertible INR as per TT Buying` rate of rupee with respect to the US Dollar ruling on the date of issue of NOA (Notification of Award).





**IMPORTANT POINTS TO NOTE**

1. The offer must be submitted as per this Performa on the bidder's letterhead. The bidder will not change the proforma of Price Bid. The price quoted shall be firm and will not be subject to any variation on any account during the currency of contract unless otherwise specified in the bid document..
2. No erasures or alterations in the text of the offer are permitted. The bidder shall initial any correction made in the offer.
3. All prices shall be indicated in both figures and words in the space provided for in the format.
4. The Custom Duty shall be paid by CONCOR in INR.
5. All other taxes/duties/expenditures etc. incurred for delivery of the stores on the CIF basis up to the nominated port of discharge i.e Chennai port of India would be borne by the **"bidder only"**.
6. **CONCOR reserves the rights to award the order either on the CIF or CFR or FOB basis.**

**ANNEXURE-4****PROFORMA FOR STATEMENT OF DEVIATIONS****(Please see Clause-4.3.2 of General Instructions to Bidders, Section-II)**

- (1) The following are the particulars of deviations from the requirements of the tender specifications (Section-II, General Instruction of Bidders)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	------------------------------------------

- (2) The following are the particulars of deviations from the requirement of tender Specifications (Section-III Terms & Conditions)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	------------------------------------------

- (3) The following are the particulars of deviations from the requirement of tender Specifications (Section-IV, Technical Specification & requirement)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	------------------------------------------

- (4) The following are the particulars of deviations from the requirement of tender Specifications (Section-V, Delivery Schedule)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	------------------------------------------

.....  
**(Signature and seal of the  
 Manufacturer/Tenderer)**

**Note** . Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **(NIL DEVIATION)**.



**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

*(Please see Clause- 4.2 (iv) of Section-II, General Instructions to Bidders*

No. ....

Dated .....

To

M/s Container Corporation of India Ltd.  
C-3 Mathura Road,  
Opp: Apollo Hospital  
New Delhi – 110 076

**INDIA.**

**Sub: CONCOR's Tender No. ....**

Dear Sirs,

We ..... an established and reputable manufacturers of .....  
Having factories at ..... do hereby authorise M/s. ....  
(Name and address of Agents) to represent us, to bid, negotiate and conclude  
the contract on our behalf with you against Tender No. ....

No company/firm or individual other than M/s. .... are authorised to  
represent us in regard to this business against this specific tender.

Yours faithfully

**(NAME)**

**for & on behalf of M/s. ....**

**(Name of Manufacturers)**

**Note** This letter of authority should be on the Letter-Head of the manufacturing  
concern and should be signed by a **person** competent and having the  
power of attorney to bind the manufacturer.

CONTAINER CORPORATION OF INDIA LTD	 <small>OFFICIAL CONCOR</small>	Tender No.: CON/T/QDG-336/2018
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**ANNEXURE-6**

**PERFORMANCE GUARANTEE FORM**

(To be stamped in accordance with the Stamp Act, if any, of the Country of the Issuing Bank)

**(Please see Clause-18.0 of Section-II and Clause-12 of Section-III)**

To:

M/s Container Corporation of India Ltd.  
C-3 Mathura Road,  
Opp: Apollo Hospital  
New Delhi – 110 076  
**INDIA.**

**WHEREAS** ..... (Name of Supplier)

.....  
hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated..... .. to supply 336 nos. of Quick Draw Gear for BLC Wagons (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

**Signature  
Name  
Designation with Bank's Stamp**

**Witness :** \_\_\_\_\_

Signature :  
Name :  
Official Address :

Date : .....  
Address .....

**Note :**

- 1 The stamp paper of appropriate value shall be purchased in the name of Issuing Bank.
2. An indicative chart for working out period of validity of Performance Bank Guarantee is enclosed as **Annexure-7**

**ANNEXURE -7**

**INDICATIVE CHART FOR WORKING OUT PERIOD OF VALIDITY OF  
PERFORMANCE  
BANK GUARANTEE**

*(Please see Clause-12 of Section-III – Terms & Conditions)*

SL:	PARTICULARS	DATE
1	D	Date of Issue of NOA
2	Submission of Performance Bank Guarantee within 30 days of issue of NOA (As per Clause 18.0 of Section-II, General Instruction to Bidders of Bid Document)	D + 30
3	Commencement of Delivery of Quick Draw Gear within 75 days from the issue of NOA	D+ 75
4	Completion of delivery of 336 nos. of Quick Draw Gear within 390 days of issue of NOA	D+ 135
5	Guarantee & Warranty period – 36 months from the date of shipment/despatch or 30 months from fitment of the last consignment plus claim period of one month (As per Clause 12.0 of Section-III, Terms & Conditions of Bid Document)	D+ 135 + 1125 days = D+ 1260

**Remarks :** If 'D' is 01/07/2018 then validity of 1260 days shall be 12/12/2021.

**NOTE:**

1. The Above period is indicative. In case of variation in issue of NOA or delivery schedule, the final guarantee period may vary accordingly.
2. The Bank Guarantee should be as per Clause 12.0 of Section-III of Bid Document.
3. The Performance Bank Guarantee should be as per Annexure-6 of the Bid Document.

**CONTRACT FORM**

***(To be executed on Non-judicial Stamp Paper of appropriate value)***  
***(Please see Clause-19.0 of Section-II, General Instruction to the Bidders)***

THIS AGREEMENT made the .....day of .....,at New Delhi  
 Between **Container Corporation of India Ltd.**, having its registered office at  
 CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-  
 110076, INDIA (hereinafter called "the Purchaser") of one part and  
 .....(Name of Supplier) of .....(City of Supplier)  
 (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services  
 should be provided by the Supplier, viz. 336 nos. of Quick Draw Gear and has  
 accepted a bid by the Supplier for the supply of Goods and Services in the sum  
 of..... (Contract Price in Words and Figures)  
 (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and Price Schedule submitted by the Bidder
  - (b) the General Instructions to Bidders
  - (c) the Terms & Conditions
  - (d) the Delivery Schedule
  - (e) the Technical Specifications
  - (f) Any other correspondence if considered necessary.
  - (e) the Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CONTAINER CORPORATION OF INDIA LTD



Tender No.: CON/T/QDG-336/2018

Brief particulars of the goods and services, which shall be supplied/provided by the Supplier, are as under:

SL. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL	DELIVERY TERMS (CIF/CFR/FOB)
---------	---------------------------------------	-------------------------	------------	-------	------------------------------

**TOTAL VALUE:**

5. **DELIVERY SCHEDULE:**

6. **PAYMENT TERMS:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said .....  
(For the Purchaser)

Signed, Sealed and Delivered by the said .....  
(For the Supplier)

in the presence of:.....

In the presence of:.....

**ANNEXURE-9****CHECK LIST FOR BID SUBMISSION*****(Please see Clause 22.0 of Section-II , General Instructions to Bidders)***

1	Have you submitted the Bid Form in the prescribed format as per Annexure-1?	Yes/No
2	Have you submitted Earnest Money of specified value as per Clause 2.1, validity as per Clause 2.1.2 of Section-II and format as per Annexure-2	Yes/No
3	In case Earnest Money is in the form of a Bank Guarantee, have you checked the contents as per Bank Guarantee Verification Checklist given in Annexure 2.1 and submitted the checklist duly filled and signed?	Yes/No
4	Have you put the Earnest Money in a separate envelope marked “ <b>Envelop-1</b> ” and superscripted “ <b>Earnest Money</b> ”?.	Yes/No
5	Have you given your price details as per Price Format in Annexure-3 and put in a separate envelope marked “ <b>Envelope-2, Price Format</b> ” as per Clause 10.3 & 5.1.2 of Section-II ?	Yes/No
6	Have you read, signed & stamped all pages of tender document, including the technical specification as per Clause 4.4 of Section-II, and submitted the same alongwith the documents mentioned in Clause 5.1.3.1 to 5.1.3.7 and sealed in a separate envelope marked “ <b>Envelope-3</b> ”?	Yes/No
7	Have you furnished the Statement of Deviation/Nil Deviation as per Clause-4.3.2 in <b>Annexure-5</b> ?	Yes/No
8	Have you quoted delivery period correctly and precisely as per details given in Section-V.	Yes/No
9	Have you kept your offer valid for <b>180 days</b> as per Clause 11.2 of Section-II, General Instructions to Bidders ?	Yes/No

**(SIGNATURE & SEAL OF THE MANUFACTURER)**

Stamp of bidder

Signature of bidder

Page no \_\_\_\_\_



**ANNEXURE-10****CHECK LIST FOR AGENTS & AGENCY COMMISSION**

(Please see Clause-3.2 of Section-II, General Instructions to Bidders)

1	Have you submitted the authorization letter authorizing your agent to quote on this tender as per <b>Annexure-5</b> ?	Yes/No
2	Have you indicated the complete name and address of the agents and details of the services to be rendered by the agent?	Yes/No
3	Is the agent going to render after sale service?	Yes / No
4	<i>In case the answer to (3) is yes, confirm that the agent has necessary infrastructure and competent staff to render the same.</i>	Yes / No
5	Have you submitted a copy of your agreement with your Indian Agent?	Yes/No
6	<i>Manufacturer or their sole selling agents may note that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agent or one directly and one through sole selling agent. In such a situation both the offers will be rejected.</i>	Noted
7	Have you indicated your Indian Agent's Income Tax Permanent Account number?	Yes / No
8	Are you aware that any payment against the contract, if placed, to your Indian agent directly by you in currency other than in Indian rupee is against the Indian Laws?	Yes / No
9	Have you indicated the amount of remuneration for the agents included in the offer.?	Yes/No
10	Is your agent authorized to give all clarifications in connection with this tender including confirmation/extension to the validity of the offer?	Yes/No
11	Is your agent also authorized to give clarifications of technical nature on this tender?	Yes/No
12	Will your agent receive communications on your behalf?	Yes/No
13	Will your agent assist the purchaser in custom classification and insurance survey etc. while clearing the goods or for lodging claims on the insurance companies in case the goods are lost/received in damaged conditions, if so required by the Purchaser?	Yes/No
14	Do you have any say in the management of the company working as your agent? If so have you indicated the precise relationship and the details of common directors/partners, if any?	Yes/No
15	Do you or your Indian agents have mutual interest in each other's business? If yes, have you furnished details thereof?	Yes/No
16	Are you aware that any payment against the contract, if paid, to your Indian Agent directly by you in currency other than in Indian rupees is against the Indian Laws?	Yes/No
17	Are you aware that failure to disclose the full amount of remuneration/agency commission payable to your Indian Agents shall render the contract void?	Yes/No

**ANNEXURE-11**

(See Clause-23 of Section-II, Instruction to Bidders)

**INTEGRITY PACT**

**Container Corporation of India Ltd. (CONCOR)** hereinafter referred to as  
**“The Principal”**  
 and  
 ..... hereinafter referred to as **“The Bidder/Contractor”**.

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1). The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender

Stamp of bidder

Signature of bidder

Page no \_\_\_\_\_



process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Clause 4.0 section II, Agent and Service facility in India – Agency commission" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Clause 3.0 section II, all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per extent rules.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal



shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, CONCOR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.



The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Chairman and Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CONCOR Board.
- (8) If the Monitor has reported to the Chairman and Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director CONCOR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word "Monitor" would include both singular and plural.

### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, CONCOR.

### Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.

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- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & On behalf of the Principal

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(For & On behalf of Bidder/Contractor)

Office Seal

Office Seal

Place -----

Date -----

**Witness 1 :**

Name & Address -----  
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**Witness 2 :**

Name & Address -----  
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