

EOI No. CON/FMLM/2020

**EXPRESSION OF INTEREST
FOR
EMPANELMENT OF TRANSPORTERS
AT/ICD/SNF/HYD**



**CONTAINER CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
No.602 & 603, Navketan Complex, SD Road,Regional
Office, Secunderabad.**



भारतीय कंटेनर निगम लिमिटेड
(भारत सरकार का उपक्रम, रेल मंत्रालय)
एक नवरातन कंपनी
CONTAINER CORPORATION OF INDIA LTD.
(A Govt. Of India Undertaking, Ministry of Railways)
A Navratna Company



BSCIC **NABCB**
ISO 9001 REGISTERED

601- 603, 6th Floor, Navketan Building, S.D. Rd, Secunderabad-03. Ph. 040-27808938/39

CIN: L63011DL1988GOI030915

Expression of Interest

Tender No.: CON/SCR/FMLM/CSTN/2020

Date 18-05-2020

CONCOR invites **Expression of Interest for Empanelment of Transporters Operator for Movement of EXIM loaded and Empty Containers through FMLM Mobile App Services at ICD/Sanathnagar/Hyderabad of South Central Region.**

Estimated Cost in	Rs.3.30 Crores.
Period of Contract	06(Six months)
Date of Submission through Courier to Regional Office address mentioned above/in person to Regional Office mentioned above/mail to usharani@concorindia.com	03-06-2020(1500 hrs)
Date of Opening	04-06-2020 at 1200 hrs. at Regional Office, Secunderabad

For eligibility criteria and other details please log onto www.concorindia.com or eprocure.gov.in. Corrigendum, if any will be hosted on www.concorindia.com and eprocure.gov.in only. Hence, the bidders are requested to visit the websites regularly. The bidders can download the EOI document from the above web sites and the same can be used for submission.

Sd/-
Chief General Manager/SCR

EXPRESSION OF INTEREST

BACKGROUND

Container Corporation of India Ltd. (CONCOR) is India's largest intermodal logistics Navratna Public Sector Enterprise under Ministry of Railways having the largest network of 68 ICDs/CFSs in India. The company's objective is to develop and provide multi modal logistics support for India's international and domestic cargo. CONCOR moves cargo by rail and road, operates ICDs and CFSs. Over the years, CONCOR has diversified into several logistics activities such as Container Port Operations, Operations & Management of Air Cargo Complexes, Air Freight Stations, Warehousing, Logistics Parks, Supply Chain Management, etc.

CONCOR has developed a Mobile App to provide END to END Logistics support to the EXIM customers. With the help of this mobile app, the customer will have an option to choose the service provider offering the least tariff from a panel of road service providers empanelled with CONCOR for first mile last mile connectivity.

CHAPTER – I

INSTRUCTIONS FOR THE BIDDERS

Container Corporation of India Ltd. (CONCOR), a Govt. of India undertaking, invites applications for Expression of Interest (EOI) from interested, experienced, and financially sound Transporters for empanelment of transport operators for transportation of 20'/40'/45' EXIM loaded and empty containers from door to door delivery basis at Inland Container Depot, Sanathnagar, Hyderabad. The interested bidders must read these instructions before submitting the EOI documents.

1. EOI is invited for empanelment of Transport Operator on Terminal level for transportation of 20'/40'/45' EXIM loaded and empty containers from door to door delivery basis at ICD/Sanathanagar, Hyderabad only through EOI to be submitted through Courier/In person/through mail to usharani@concorindia.com (In case of through mail only **in PDF Format no other format will be accepted).**
2. The Offer should be submitted through Courier/In person/through mail to usharani@concorindia.com (in case of mail the bid may be submitted only **in PDF Format no other format will be accepted).**

3. Bidders are required to submit EOI document Containing all signed and scanned documents listed below in the bid from 18-05-2020 1800 hrs to 03-06-2020 1500 hrs at Regional Office, No.601 &603 , Navketan Complex, Opp:clock Tower, Secunderabad-500003 (TS) in case bidder desires to submit the document in person/by courier and in case bidder desires to submit by mail the bidder has to submit the same in mail id usharani@concorindia.com in PDF format only.
 4. The intending bidders are requested to submit their doubts, queries, clarifications etc. latest **by 26-05-2020 to** Regional Office through Courier/In person/through mail to usharani@concorindia.com at or at Regional Office, No.601 &603 , Navketan Complex, Opp:clock Tower, Secunderabad-500003 (TS)
 5. Bids will be opened on 04-06-2020 at 1200 hrs at the above address..Bidders may either be present in person or send their duly authorized representative to participate in the EOI opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time. The bidders can send their local representative.
 6. Bidder are required to submit **duly signed copies** of the following documents in the bid from **18-05-2020 1800 hrs. to 03-06-2020 1500 hrs.** at the above mentioned address and in case of mail the bidder has to submit the scanned copies of the same on or before the stipulated dated & time mentioned above in email id usharani@concorindia.com
 - a) Experience Certificate for container/cargo transportation of 120 TEUs/1560MTs, in original or notarized copy as stipulated in Chapter II, Para 1.1 in the format specified therein, Note: (Existing contractors of CONCOR can submit attested photocopies of Experience Certificate issued by CONCOR).
 - b) Copy of Registration GST, PF & ESI Code.
- C) The following are applicable for Existing Contractor only:-The existing contractor at the terminal is not required to deposit the additional security deposit and CONCOR shall have right to utilise the existing available security deposit of the said contractor against this EOI also".**
7. The bidder should have direct experience i.e. should have undertaken transportation of containers directly and not through any other contractor. The experience submitted as a second contractor will not be accepted.
 8. Scanned EOI document, comprising all the chapters should be duly signed and embossed with official seal by the bidder or any such person as is legally authorized to sign on behalf of the bidder, and must be submitted through courier/in person/through mail to usharani@concorindia.com on or before **03-06-2020 upto 15:00 hours in case of mail PDF Format only(no other format will be accepted)**
 9. The Contract would be awarded subject to the approval of the Jurisdictional Commissioner of Customs.
 10. This document will be an integral part of the contract. Therefore, prospective bidders are advised to go through the same before filling the EOI.

11. For eligibility criteria and other details please log onto www.concorindia.com or eprocure.gov.in. Corrigendum, if any will be hosted on www.concorindia.com and eprocure.gov.in only. Hence, the bidders are requested to visit the websites regularly. The bidders can download the document from the above mentioned websites and the same can be used for submission.

The Bidder has to indemnify CONCOR for any losses accrued due to alteration / modification made in the terms and conditions including General Conditions of the EOI.

If at any stage, change / modification is noticed in the EOI document, bidder will abide by the original terms and conditions including General Conditions of the EOI, failing which, CONCOR reserves the right to reject the EOI and / or terminate the contract.

CHAPTER II EOI CONDITIONS

1. ELIGIBILITY CRITERIA:

1.1 EXPERIENCE:

(i) TRANSPORTATION OF CONTAINERS/CARGO

The Bidder should have transportation experience of minimum number of 120/1560 TEUs/MTs during any one of the previous three financial years - e.g. 2017-18, 2018-19 and 2019-20 in the same name/ firm composition in which he is applying for this EOI.

(ii) EXPERIENCE CERTIFICATE

All the prospective bidders are expected to submit their experience in the following format:

(On the letter head of the Company issuing the certificate)

“This is to certify that M/s._____ have worked as our Transportation Contractor for the work of transporting containers/cargo. They have rendered services satisfactorily.

The details of containers/cargo transported by them during the previous _____ years have been as under:

S.No.	Year	No. of containers (TEUs)/Cargo (MTs)	Place of work
		Transported	
1			
2			
3			

Date:

Signature
Name

“Designation of signing authority
Seal of the Company”

1.2 FINANCIAL CREDIBILITY:

- (i) Turnover: The bidder should have achieved a minimum gross turnover* of Rs.49,63,000 (Rupees Forty Nine lakh Sixty Three Thousand only) for six months in his/her business (in the same name in which he/she is submitting his/their offer) during any one of the Previous three financial years – e.g. 2017-18 , 2018-19 and 2019-20 in the same name/ firm composition in which he is applying for this EOI. In case of change in the name of firm/ company due to merger/ acquisition/ takeover, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years, 2017-18 , 2018-19,2019-20 should be duly attached. However, FY-2019-20 unaudited reports certified by Chartered Accountant / Chartered Accountant’s Certificate.

- (ii) **Networth:** The Bidder must have a positive net worth based upon latest completed (audited) annual accounts.

3. CONSTITUTION OF THE FIRM

- 3.1 The Bidders, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ attested copies of the constitution of their Firm/ Company/ Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 3.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 3.3 CONCOR may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 3.4 If the EOI is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the EOI application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the EOI application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the EOI application / document.
- 3.5 If the EOI application is submitted by a Company or a Corporation, it shall be signed by its Director/ duly authorised person supported by Board resolution or holding the Power of Attorney for signing the application, in which case a certified copy of the Board resolution/Power of Attorney shall accompany the EOI document. Such Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the EOI document.

4 .VALIDITY OF OFFER:30 Days

The Bidder is permitted to EOI on the clear understanding that, after submission of the EOI he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 30 days of the date of opening of the EOI, unless extended further with mutual consent. Should the Bidder fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit.

5. ACCEPTANCE OF EOI

- 5.1 The authority for acceptance/rejection of the EOI documents and EOI rates will rest with the Competent Authority – CGM/SCR/ Regional Head of Container Corporation Of India Ltd., who does not bind himself to accept the lowest or any other EOI.
- 5.2 Express Letter or Formal letter of acceptance of EOI will be forwarded to the successful bidders as soon as possible, but the acceptance of empanelled bids by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 5.3 The EOI documents submitted by the bidder shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the Bidders.
- 5.4 On acceptance of the EOI, the name of accredited representative(s) of the Bidder who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 5.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their EOI both in the case of pre-qualification bids and financial bids. CONCOR is also not bound to give the reasons for such disqualification.
- 5.6 CONCOR also reserves the right to:
- a) Overlook any bidder who is in the same line of business and competing with CONCOR.
 - b) Bypass any bidder debarred by any Government / Semi Government body or PSU
 - c) Seek clarifications from the bidders regarding any information and documents submitted, along with bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.
 - d) Accept or reject any or all of the pre-qualification in part or full.
 - f) If the Bidder deliberately gives wrong information or suppressed /conceals some facts in his/their EOI or creates/ create circumstances for the acceptance of his/ their EOI fraudulently, the CONCOR reserve the right to reject such EOI at any stage, along with forfeiture of earnest money deposit. Bidder is liable to face the penalty of banning of business dealings with him by CONCOR. Any loss suffered by CONCOR on this account will be recovered from the contractor. This will be done without prejudice to CONCOR's right to seek any other remedy under law.
- 5.7 The contract would be awarded subject to the approval of the jurisdictional Commissioner of Customs wherever applicable.

6.0 EVALUATION CRITERIA & SERVICE CHARGES

6.2 The empanelled contractors/transporters will pay CONCOR Service charges of 6% service charges to be paid to CONCOR. If a bidder does not qualify the experience criteria (clause 1.1), Turnover Criteria (1.2) his empanelment shall not be considered.

7.EXECUTION OF CONTRACT DOCUMENT

The successful empanelled Bidders whose EOI is accepted shall be required to appear at the office of the CGM/SCR, Container Corporation of India Ltd, Secunderabad in person or, if the Bidder is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (10) ten days of the date of issue of communication (LOI) from CONCOR's office and start the **work within (10) days of issue of LOI or by the date communicated by the respective CGM whichever is later.** Failure to do so may constitute a breach of contract concluded by the acceptance of the EOI, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. CGM may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

8. SECURITY DEPOSIT

- 8.1 The successful empaneled Bidders will be required to furnish a security deposit* of **Rs.5 lakhs(Rupees Five lakhs only)** towards successful performance under this contract within [15 days] from the date of communication of award of contract in his favour by CONCOR. However, *the existing contractor at the terminal is not required to deposit the additional security deposit and CONCOR shall have right to utilise the existing available security deposit of the said contractor against this EOI also''*
- 8.2 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by CONCOR.
 - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR.
 - (iii) 12 years National Defence Certificate at the surrender value, or
10 years Defence Deposit at the surrender value, or State Loan Bonds.
 - (iv) Demand Draft / Bankers Cheque/ Pay Orders

Note :

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
- (b) The National Saving / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- (c) No interest shall be allowed or paid on the security deposit.

- (d) Regional Head/SCR may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

8.3 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the contractor.

8.4 The security deposit referred to above may be forfeited to CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.

9. REFUND OF SECURITY DEPOSIT

9.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Terminal Manager.

9.2 In the event of any dispute arising between CONCOR and Transport contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the Transportation contractor singly or jointly with others and CONCOR, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The Transportation contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.

10. PERIOD OF CONTRACT:

10.1 The contract shall be awarded for a period of 6 months from the date of commencement of contract.

10.2 The date of start of physical work by the contractor shall be treated as the date of commencement of contract.

Chief General Manager
Container Corporation of India

CHAPTER III SCOPE OF WORK

- 1.1. The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.2. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the EOI Accepting Authority of Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the Bidder /contractor/RTO (Road Transport Operator).

2. BRIEF DESCRIPTION OF THE WORK

TRANSPORTATION OF LOADED & EMPTY CONTAINERS:

2.1. Factory Stuffing/Loading

The contractor shall organize suitable Road Trailer for movement of empty container ICD/Sanathnagar, Hyderabad(South Central Region) an empty parking yard/premises/area to Customer's premises for factory stuffing of container. He shall position the Trailer with container at the nominated place at the factory and open the doors of container; after stuffing of the container he shall arrange the container doors to be closed; after sealing of the container with excise/shipper/CONCOR seal as the case may be, he shall move the loaded container back to Terminal along with relevant papers and position the trailer at the nominated place for unloading of container. The movement will be considered as One Way Empty (OWE)-One Way Loaded (OWL) per trailer. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this para shall constitute one cycle of activity.

2.2 Factory Destuffing/Unloading

The contractor shall organise suitable Road Trailer for movement of loaded container from Terminal to customer's premises for factory de-stuffing, as directed by CONCOR officials. He will be required to deliver seal intact container at the nominated customer's premises. He shall position the trailer with container with cargo at the nominated place at the factory, he shall arrange for opening of the doors of the container after verification of intactness of seals by consignee/customer; he shall arrange to close the doors of containers after de-stuffing of container; he shall then move the empty container back to Terminal or an empty parking yard/premises/area in close vicinity of [Name of Terminal] and position the trailer at the nominated place for unloading of container. He shall also arrange to obtain the relevant

receipts/documents, which shall be handed over to CONCOR officials at Terminal [Name of Terminal]. The movement will be considered as One Way Loaded (OWL)-One Way Empty (OWE) per trailer. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in this para shall constitute one cycle of activity.

2. Procedure of Execution of Job Order by Empanelled Transport Operator:

- 2.1 The party will submit his transport requirement containing basic details as follows:
For Export/ Outward: Pick up location of empty container, Stuffing Location with address, Destination of loaded container, Container Size/weight, Export/, OWL/OWE/ etc. through **CONCOR Mobile App**.
For Import/ Inward: Pick up location of loaded container, de-Stuffing Location with address, Destination of empty container, Container Size/weight, Import/, OWL/OWE/ etc. through **CONCOR Mobile App**.
- 2.2 The above detail will immediately be displayed/transmitted/notified to the empanelled transport operators/CONCOR.
- 2.3 The empanelled transporter will offer their rates within the prescribed time limit.(This will be notified by the terminal from time to time)
- 2.4 Only the lowest rates will be displayed to the customer, CONCOR and L1 contractor.
- 2.5 After acceptance of the rates through mobile app by the customer, a unique number will be generated which will be displayed to the customer, CONCOR and successful transporter (L-1).
- 2.6 CONCOR Mob. App will generate an e-job order after deducting the due amount and GST from customer's PDA. E-job order will be transmitted to the transporter, handling contractor and shipper on their registered mobile numbers. The customer should have sufficient balance in his PDA.
- 2.7 Transporter to whom the e-job order has been issued, will submit the vehicle details to CONCOR through mobile app within the prescribed time limit. CONCOR will issue e- job orders i.e. loading job order/unloading job order of empty/loaded containers through Mob. App.
- 2.8 The contractor will arrange the vehicle within the prescribed time limit set by the concerned terminal and picks the containers from CONCOR yard/factory on the basis of the CONCOR gate pass and job order.
- 2.9 After reaching at factory's gate with the loaded/empty container, the transporter will update the time and date for reaching at the factory through mobile app. The customer will confirm this date & time within stipulated time through Mobile app.

- 2.10 After completion of destuffing/stuffing of the container, the transporter will again update gate out time and date through mobile app. The customer will confirm this date & time within stipulated time through Mobile app.
- 2.11 If the trailer with/without the container detained at factory for stuffing/destuffing beyond the prescribed free time limit, the transporter will get the detention charges as per tariff.
- 2.12 CONCOR will collect the detention charges from the customer. The transporter will claim the detention charges from CONCOR in their monthly/fortnightly bills @ Rs.1500/- per 20'container per day or part thereof and Rs.3000/-per 40'/45'container per day or part thereof. Detention charges will be notified by the serving terminals separately and details are available on Mobile App.CONCOR will collect the detention charges from the party. The transporter will claim the detention charges from CONCOR in their monthly/fortnightly bills as per agreed rates/SOR.
- 2.13 The empanelled transporter will transport the containers sealed with safety seal and they will ensure that seal is intact during the transit.
- 2.14 In case of non-compliance by the contractor, the e-job order will be automatically cancelled and penal provisions would be applicable. An auto generated message through Mob. App in regarding cancellation of E-job order will be transmitted to empanelled contractor/customer/CONCOR. The customer will have the right to again submit his transport requirements through Mob. App. and will give his consent of L1 rates. However, the customer can also opt for his own arrangement for transportation.
- 2.15 In case rates offered by two or more Empanelled transporters for particular destination are same, the Mob. App will display both the rates quoted by transporters and customers may choose any transporter as per his choice. There shall not be any dispute on customer's choice.
- 2.16 The empanelled transport contractor should quote rates only in whole numbers and the same should be in the multiples of Rs. 10/-.

3. CONSEQUENCES OF NON-PERFORMANCE:

- 3.1 Damages may be recovered from the contractor for repeated non performance in up to Rs.5,000/- per instance, by Terminal Manager / In-charge.
- 3.2 However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.
- 3.3 All the damages will be imposed by the Terminal Manager/ In-charge and the same will be deducted from the monthly bill of the contractor. CONCOR may also deduct the damages from the Security Deposit, incase monthly bills are short of damages amount. In such a case, the contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.

4 RATES FOR DETENTION TO TRAILERS:

The empanelled transporters will be paid for detention of their trailers at the factory beyond the reasonable free time as per the applicable rule at the terminal. For this purpose the empanelled transporters will submit necessary proof of detention to CONCOR to enable collect the detention charges from Customers.

5. TERMS AND CONDITIONS OF EMPANELMENT:

- 5.1 Suitable vehicles to be provided capable of carrying containers of different weights in accordance with the laws of the central/state government in force, from time to time.
- 5.2 The transporter engaged to transport loaded containers will observe and abide by all the statutory laws and rules, including safety norms, issued by Central/State governments for transportation of containers.
- 5.3 In case, due to any reason, CONCOR fails to load containers on trailers, no damages will be imposed on account of non-execution of Job Order. However, to claim this benefit, the Transporter will be issued a Certificate by the Terminal Manager to this effect on written request made by Transporter, provided handling and transportation are done by different entities.
- 5.4 The Transporter shall ensure that the trailers carrying containers to and from the concerned terminal cover the journey within prescribed transit time limit notified by respective Terminal Incharge. TM will notify transit time, stuffing/de-stuffing time at factory, time frame for quoting rates, time frame for provision of vehicles at gate, etc. All these time frames would be available in mobile app. Transporters will have to follow these time frames. Failure to do adhere these time frames will result in imposition of damages and downward rating by customers.
- 5.5 In case of an accident in transit, or for any other reason, if a container/cargo needs to be transshipped on to another vehicle/chassis en-route, the transshipment shall be carried-out by the Transporter at his risk and cost. The Transporter shall also be liable to pay the compensation/claims arising out of any damage to container and cargo including the claims in respect of short deliveries, if any, occurring due to such mishaps. The Transporter shall also be liable for any third party claims and damages including the Customs duties/levies/damages for short deliveries, if any, occurring due to such mishaps. CONCOR reserves the right to deduct such amounts from any amount payable to the Transporter. The Transporter is advised to take appropriate insurance coverage against these unforeseen events.
- 5.6 The decision of CONCOR as to the extent of expenditure incurred and/or loss sustained by CONCOR in this regard shall be final and binding on the Transporter. CONCOR shall have the right to recover such expenditure and loss as sustained by it from the security deposit/bank guarantee and pending bills of the Transporter.
- 5.7 Any exit or entry formalities at terminal or any other related formalities at terminal

connected with movement of containers to and from the ports/terminals will be of the Transporter. Also submission of proof after handing over the container at the terminal in safe and sound condition with seal intact has to be done by Transporter through mobile app.

5.8 The transportation rates will be inclusive of all Toll Taxes and other levies applicable for movement of container/cargo to/from Terminal/factories by road,

5.18 The empanelled contractors/transporters will submit fortnightly/monthly payment & report of road movements undertaken to CONCOR.

5.19 Internet connectivity of Transporters will be through API (Web services) through their system in secured manner for giving quote.

6. PERFORMANCE PARAMETERS

On a scale of 1 to 5, customers will be free to rate the service of the RTO for the following parameters/pointers where “1” represents ‘Very Poor’ and “5” represents ‘Excellent’:-

1. Transit Time.
2. Value for money.
3. Safety of the cargo/container (No damage or theft).
4. Efficiency & Convenience.

When an RTO receives a low rating (Very Poor/Poor) for consecutively six times then, CONCOR will undertake appropriate measures which may even be dis-empanelling him either temporarily or permanently.

CHAPTER IV GENERAL CONDITIONS

1. DEFINITION

- 1.1 Bidder/Bidder: A person, society, firm or company willingly participating in EOI in given terms and conditions, is Bidder/ bidder.
- 1.2 EOI: EOI means the EOI document (both technical and commercial) submitted by the Bidder for consideration by the CONCOR.
- 1.3 Name of EOI: means the work i.e. handling of containers and cargo, road transportation of containers, etc. for which EOI is being floated.
- 1.4 Qualification Bid: means documents regarding eligibility conditions as stipulated in the EOI document for qualifying the bidder for consideration of his EOI.
- 1.5 Container: Container shall mean various types of ISO containers i.e. Dry container, Reefer container, Flat rack, Open Top etc used for transportation of export/import which could be 20'/40'/45' or tank container.
- 1.6 Unsatisfactory Performance: The unsatisfactory working will include the following:
- Repeated failure to adhere to the work schedule.
 - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - Failure to provide manpower in consonance with work requirement for a continuous period of (5) five days.
 - Failure to provide requisite number of equipment, or ensuring its availability in consonance with contractual requirement for a continuous period of (3) three days.
 - Repeated instances of improper work.
 - Repeated instances of failure to comply with instructions of Terminal Manager.
 - Breach of terms of the contract.
- 1.8 Container Freight Station: A place used for storage of cargo, stuffing and destuffing of containers.
- 1.9 Contractor: Contractor means the person, Society, Firm or Company whose EOI has been accepted by the CONCOR, and shall include his employees, agents, etc.
- 1.10 CONCOR: CONCOR means 'Container Corporation of India Limited' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi. SCR means South central Region.
- 1.11 Laws: Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the EOI document and rules/regulations, as amended or issued by Central and State Government from time to time.

1.12 Taxes : Applicable taxes as imposed by Government (direct or indirect), from time to time, on container/cargo handling and transportation, storage etc.

1.13 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CONCOR in a particular catchment area.

2. CHANGE IN BUSINESS PATTERN:

In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CONCOR on this account.

3. TERMINATION OF THE CONTRACT

3.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall also be open to CONCOR to terminate this contract by giving not less than (15) seven days notice in writing to that effect and if the contractor, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part.

3.2 In the event of such termination of the contract, CONCOR shall be entitled to:

- (i) forfeit the security deposit as it may consider fit;
- (ii) get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new regular Contractor; and recover from the contractor (appointed under this EOI) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

3.3 If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this EOI or from money due to the contractor by CONCOR under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract, as stated above.

3.4 The certificate of CONCOR Official, Incharge of the ICD/DCT, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.

3.5 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

4. DEBARRING OF BUSINESS DEALINGS

4.1 In the event of premature termination of contract in terms of provisions of clause 8 above, CONCOR shall also be entitled to Debar the contractor for participation in

future EOIs of CONCOR for a period as deemed fit ranging from one (01) to three (03) years.

- 4.2 Further, in case if it comes to the notice of CONCOR that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases CONCOR at its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 3, sub clause 3.2. to 3.5 above (Termination of contract) will become applicable.

5. PROHIBITION AGAINST TAKING WORK FROM CONCOR/ GOVERNMENT SERVANTS

- 5.1 No Officer of Gazetted rank or other Gazetted Officer employed in operational or administrative duties in any Department of the Governemnt of India or State Government of CONCOR or any other PSUs under Ministry of Railways is allowed to work as a contractor or contractor's employee for a period of two years immediately after his retirement/resignation from Government service without the prior permission of the Government of India or State Government or or any other PSUs under Ministry of Railways as the case may be. The Contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission as aforesaid before submission of the EOI or engagement in the contractor's service.

- 5.2 Should a Bidder or Contractor have a relative employed in Managerial capacity in CONCOR or any other PSUs under Ministry of Railways or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the CONCOR/RITES or any other PSUs under Ministry of Railways, the authority inviting EOI shall be informed of the fact at the time of submission of EOIs, failing which the EOI shall be rejected. If such fact is suppressed at the time of EOIng and comes to light at any time after the acceptance of EOI, the contract may be rescinded in accordance with the provisions in clause 61 of the General Conditions of Contract.

Performa to be filled in and signed by the Bidder and submitted along with the EOI is given at Annexure "IV".

6. CUSTOMER'S RIGHT

The Bidders are informed that subject to the approval of CONCOR, customers of CONCOR will have the option of transporting their containers by any transporter of their own choice in case of exigencies and in exceptional reasons duly recorded by the terminal manager.

7. CONTRACTOR'S RESPONSIBILITIES & DUTIES

- 7.1 The Bidders are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at the terminal (where they want to work), the Customs procedures and with the industrial areas in and around ICD/Terminal. They are also advised to familiarize themselves with the procedures and method of working of the ICDs/CFSS' and ports. The Bidder can visit the said Terminal/ICD//CFS on any working day prior to submitting the EOI and acquaint himself of these aspects.
- 7.2 The contractor is expected to monitor various operational activities and supply information of all containers in transit to CONCOR on a daily basis in the format as may be prescribed by CONCOR management of the ICD from time to time.
- 7.3 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CONCOR indemnified against liabilities arising out of the contract on this account.
- 7.4 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following :-
- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - (iv) The Minimum Wages Act 1948.
 - (v) The Payment of Bonus Act 1965.
 - (vi) The Payment of Gratuity Act 1972.
 - (vii) The Payment of Wages Act 1936.
 - (viii) The Motor Vehicle Act.
- 7.5 The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- 7.6 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CONCOR.
- 7.7 The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at CONCOR premises duly screened and verified,

preferably through police verification. CONCOR shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CONCOR such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CONCOR and/or the person is not desirable with proper performance of the work.

- 7.8 The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- 7.9 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components of Road Transportation vehicles should also be provided by him at the ICD so that the work is not hampered at the terminal.
- 7.10 The contractor will be required to keep its premises and/or workshop in the ICD premises neat and clean in all respects. The contractor should also be equipped with suitable fire fighting arrangement in the area nominated for the positioning of his trailers/equipment in the terminal premises.
- 7.11 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CONCOR due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CONCOR shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CONCOR to the contractor whether under the particular contract or otherwise, CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- 7.12 If CONCOR, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

8. EMPLOYEES PROVIDENT FUND & ESI

- 8.1 The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 8.2 It shall be mandatory for the contractor to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Contractor to apply for labour licence, necessary certificate of award of work shall be given by CONCOR).
- 8.3 The contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund and Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify CONCOR from and against any claims under the aforesaid Act and the Rules.

9. LICENCE/PERMISSION/REGISTRATION

Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or CONCOR as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against CONCOR by Contractor shall be entertained by CONCOR for any breach of the provisions/Acts or laws by the contractor.

10. INSURANCE:

It is advisable for contractor to take a suitable insurance policy for transportation and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Transportation of cargo/containers. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract. CONCOR, however, will be recovering the value/claim of any damage that has arisen while the cargo/containers were in the custody of the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.

11. JOINT SURVEY:

Situations may arise during the course of handling / transportation of containers and cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of CONCOR / Consignor / Consignee / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by CONCOR. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against CONCOR, which come to CONCOR under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / CONCOR to which the container belongs to at the time of accident.

12. SAFETY

- 12.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 12.2 The contractor shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 12.3 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

13. LIABILITY

- 13.1 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/loss to containers or cargo or to Customs or to any other person or damages to property belonging to CONCOR and / or to rolling stock or other property belonging to the Railways (while operating in the premises of CONCOR), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with CONCOR for any other place / location.

- 13.2 CONCOR will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CONCOR is to incur any liability, the same will be recovered from the contractor.

14. PAYMENTS

- 14.1 Subject to any deductions, which CONCOR will be authorised to make under the terms and conditions of this contract, the contractor shall be entitled for payment for various cycles of activities performed by him at the end of the cycle, at rates finally accepted by CONCOR. The procedure of billing and payments will be as follows:
- 14.2 CONCOR will issue e-Job Orders for transportation operations at terminal. The contractor, immediately after completion of the work as per cycles defined in Scope of work, should report the compliance of the e-Job Order in writing to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the fortnightly/monthly handling / transportation bills for the work done in the previous fortnight/month. Bills will not be entertained without the Work Done Statement.
- Note: In case of monthly billing up to Rs.25 lac,, bills to be submitted on monthly basis and in case of monthly billing above Rs.25 lac, bills to be submitted on fortnightly basis – to be decided on anticipated billing basis.
- 14.3 In case of combined cycle activities defined in Scope of Work, the payment will be made at the successful completion of entire cycle. The Factory stuffing F/S Cycle will include empty container transportation to factory and after stuffing loaded container transportation to ICD. The Factory de-stuffing FDS Cycle will include loaded container transportation to factory and after de-stuffing empty container transportation to ICD.
- 14.4 The contractor shall prepare and submit fortnightly/monthly bills in prescribed forms based on the quantum of work handled / transported during the previous fortnight/month to the Terminal Manager/In-charge of Terminal. (The format in which the bills should be prepared by the contractor shall be in tune with the format in which CONCOR's reports are prepared. This will help to check the bills faster.) Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ damages / recoveries due, including TDS and/or any other levies at the prescribed rates. The aforesaid payment of the bill will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 14.5 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc., or any cause, whatsoever from handling / transportation bills and from the security deposit or any other amounts due to him. In the event of any such recoveries / adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.
- 14.6 The Contractor/Bidder/Vendor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and

Services contractor/Bidder will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.

- 14.7 The Contractor/Bidder/Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Bidder/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/Bidder/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Bidder/Vendor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor/Bidder/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
- 14.8 The Contractor/Bidder/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 14.9 In case of any failure on the part of Contractor/Bidder/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Bidder/Vendor to the CONCOR.
- 14.10 If as result of Change in Law, Contractor/Bidder/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Bidder/Vendor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Bidder/Vendor.
- 14.11** Any denial of input credit due to any omission or failure on the part of the Contractor/Bidder/Vendor, the Contractor/Bidder/Vendor undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.
- 14.12 The Transportation rates quoted by TO should be inclusive of all the Toll Taxes and other levies.

(Note: Regional Head is authorized to release 'on-account' payment upto an extent of 80 %, unless there are reasons to believe that actual bill after assessment may be much less. However, no 'on-account' payment would ordinarily be made during the last three months of the validity of the Contract.)

15. TIME LIMIT FOR SUBMISSION OF BILLS

- 15.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the ED/CGM on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 15.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the CGM on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 15.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the CGM, notwithstanding what has been laid down in the Clause on Payment. The decision of the CGM shall be final and binding on the contractor.

16. PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

- 16.1 The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations.
- 16.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:
- (i) As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
 - (ii) If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (Container Terminal) nearby would be applicable.
 - (iii) If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
 - (iv) The decision of the Competent Authority, CONCOR with respect to the rates for extra/ substituted items of work will be final and binding.

17. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Deduction of income tax, or any other statutory levy at source will be made from the amount payable to the contractor's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

18. EXIT CLAUSE

CONCOR will have the liberty to terminate the contract by giving an advance notice of (15) fifteen days in case there are strong business reasons for it to do so as determined by its management.

19. JOINT PROCEDURE ORDER

Terminal Manager and contractor will draw a stream wise joint procedure order with each RTO for implementation & smooth functioning of this contract, which include the preparation of documents, flow of information, issuance of e-Job Orders, compliance of Job Orders, system of the imposition of damages, recording of the vehicles usages, etc.

20. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the CONCOR nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

21. ARBITRATION

“All disputes or differences in respect of which the decision, if any has not become final or binding as aforesaid shall be settled under provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments. District Court, Hyderabad shall have the exclusive jurisdiction in the matter. In case disputes or differences are not resolved amicably then it shall be referred by either party to the International Arbitration Centre under the administrative control of Hyderabad High Court. The venue of above Arbitration shall be at Regional Office, Secunderabad and the cost of Arbitration shall be shared equally by the parties.”

22. SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

23. DEATH OF THE CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but

the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

24. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman and Managing Director, CONCOR, shall be issued or taken on his behalf by the official, in charge of the ICD, or officer so nominated by the Competent Authority. The contractor shall furnish to Regional Head of the respective Region of CONCOR, the name(s), designation(s) and address(s) of his authorised representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given.

25. WAIVER OF DAMAGES

- 25.1 In case of Accidents, fire, fog, congestion, etc., the Terminal Manager / Incharge may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Terminal Manager / Incharge is brought out clearly on record.
- 25.2 Notwithstanding anything contained hereinabove; the Regional Head shall be the Authority to consider waiver of any damages imposed under this contract, by the Terminal Manager / Incharge, in part or full, at his sole discretion.

26 INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this EOI, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the EOI Accepting Authority of CONCOR, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the EOI Accepting Authority, who can amend the CONCOR's condition/clause of contract if required.

Due to any technological advancement or business requirement, if any changes are required to be done in the contract clauses during the currency of contract, the same will be done on mutually agreed terms & conditions, duly approved by EOI Accepting Authority of CONCOR.

**CGM/ South Central Region
Container Corporation of India Ltd.**

ANNEXURE–I

SCHEDULE OF RATES (Quote is for ICD/SNF Terminal only)

The Bidder (Name) hereby agrees to Pay CONCOR 6% service charges. This service charge will be deducted from the quoted rate of the empanelled transporters through mobile app.

Activity
Service Charges of 6% for Transportation for First Mile Last Mile Connectivity through Mobile App of EXIM/ loaded/empty containers at ICD/Sanathnagar to be paid to CONCOR.

(Authorised Signatory)

ANNEXURE II

**SPECIMEN OF AGREEMENT (TO BE EXECUTED ON BOND PAPER OF RUPEES
ONE HUNDRED)**

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

**AGREEMENT FOR ACTING AS ROAD TRANSPORT OPERATOR [PRTO] FOR
CONTAINER CORPORATION OF INDIA LTD AT ICD-Sanathnagar**

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ Two Thousand and Sixteen between the Container Corporation of India Ltd. (A Govt. of India Undertaking), 'CONCOR Bhawan' C-3 Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, represented herein by the Chief General Manager (hereinafter called CONCOR) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of First Mile Last Mile Connectivity to customers through Mobile App. of ISO containers with or without cargo and for Inland Container Depot/Sanathnagar CONCOR SCR/Terminal, Hyderabad at the rates and under the terms and conditions specified in the EOI document and its annexures.

Whereas the contractor has agreed with CONCOR to perform all the operations set forth in the EOI document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by CONCOR, the contractor shall duly perform the said operations in the said EOI documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carryout the work in accordance with the terms and conditions of contract with effect from [..... day of, 2020 upto day of, 2020] and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the contractor observes and honours the said terms and conditions of the contract, CONCOR will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by contractor.

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

For and on Behalf of Contractor
M/s.

For CHIEF GENERAL MANAGER
FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA
LTD.,

WITNESS

1. _____

2. _____

WITNESS

1. _____

2. _____

SPECIMEN OF BANK GUARANTEE

In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to For empanelment of Transporters at Regional/Terminal Level for First Mile Last Mile Connectivity through Mobile app and also load/unload containers in CONCOR Terminal [.....] on its behalf on the terms and conditions of the agreement dated [.....] made between [.....] and [.....] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs. only] against any loss or damages caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the contractor to handle or carry containers/cargo safely in contravention of the terms and conditions in the said agreement.

1. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager/SCR , Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.].
2. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
3. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.

4. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
5. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of EOI] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearing, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
6. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
7. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
8. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
9. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE
.....

ANNEXURE-IV

CRITERIA FOR DETERMINING EXPERIENCE REQUIREMENT FOR CONTAINER/CARGO TRANSPORTATION

Transportation experience of containers (in TEUs) per annum	Transportation Experience of Cargo (in MT) per annum
120	1560 MT

- 1 TEU cargo equivalent to 13 Tonnes.

ANNEXURE V

Annual anticipated volume of 20'/40' containers for Factory Stuffing (FS) and Factory De-stuffing (FDS) at ICD/CSTN for 6 months.

Terminal	20'ctrs.	40'ctrs
ICD/CSTN	2424	3164

CHECK LIST FOR BIDDERS: Please submit below documents serially numbered duly indexing the papers enclosed and in the same sequence for speedy process of EOI.

The bid should contain the following documents:

1. Experience Certificate for container/cargo transportation of 120 TEUs/1560 MTs, in original or notarized copy as stipulated in Chapter II, Para 1.1 in the format specified therein,
2. Note: (Existing contractors of CONCOR can submit attested photocopies of Experience Certificate issued by CONCOR).
3. Documents regarding financial standing of the bidder signed by Chartered Accountant as per requirement of Chapter II, Para 1.2.
4. Documents regarding constitution of the bidders' establishment. (Reference Chapter II, Para 3).
5. Power of Attorney, if required.
6. Copy of Registration GST, PF & ESI Code.
7. All the documents above should be signed and stamped.
8. If the existing contractor has submitted the EOI for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, his bid for the same activity is not accompanied with the above-mentioned satisfactory performance report, it will not be considered.
9. In case the bidder is working at any or one of CONCOR terminals of same region, his bid should necessarily be accompanied by a satisfactory performance report from that/those terminal/s. In case, his bid is not accompanied with the above-mentioned satisfactory performance report, it will not be considered.

II. Bid validity 30 days.

III. The bidder should have direct experience i.e. should have undertaken transportation of containers directly and not through any other contractor. The experience submitted as a second contractor will not be accepted.

IV. EOI document, comprising all the chapters along with acceptance for rate quotation as per format given in Annexure-I, should be duly signed and embossed with official seal by the bidder or any such person as is legally authorized to sign on behalf of the bidder, and must be submitted till 03-06-2020 1500 hrs through

Courier/In person/through mail to usharani@concorindia.com (In case of through mail only **in PDF Format no other format will be accepted**).

To be submitted in person or through courier to No.602 & 603, Navketan Complex, Opp:Clock Tower, Regional Office, South Central Region, Secunderabad-5000 003(TS).