



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

AREA-1

**E-TENDER CUM REVERSE AUCTION
DOCUMENT**

FOR

**MECHANIZED CARGO HANDLING
& INVENTORY MANAGEMENT**

AT

INLAND CONTAINER DEPOT,

TUGHLAKABAD,

NEW DELHI

18th October, 2024



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Tender Notice
(E-TENDER cum REVERSE AUCTION MODE ONLY)

1. Online Tender for **Mechanized Cargo Handling and Inventory Management at ICD/TKD, New Delhi** only through e-tender cum reverse auction mode (in two bid mode).
2. The bid document can only be downloaded from the website (www.tenderwizard.com/CCIL) and the intending bidders should submit the **document sale price of Rs.1,000/- inclusive of all taxes and duties** through e-payment at the time of making online request.
3. Complete tender papers duly accompanied with requisite EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives (Technical & Financial Bid).

Tender No.	CON/Area-1/TKD/Cargo Handling/2024
Name of Work	Mechanized Cargo Handling and Inventory Management at ICD/TKD, New Delhi.
Estimated Cost per annum	Rs. 3,39,50,267/- (including GST)
Period of Contract	1+1 years.
Earnest Money Deposit	Rs. 5,00,000/- through e-Payment.
Cost of Document	Rs.1000/-, inclusive of all taxes and duties through e-payment.
Tender Processing Fee	Rs. 3540/- Inclusive of all taxes and duties (Non-refundable) through e-payment.
Date of Sale (On Line)	From 18.10.2024 at 15:00 hrs. to 01.11.2024 upto 16:00 hrs.
Pre Bid Meeting	24.10.2024 at 15:00 hrs in the office of TM/TKD, Admin Building, ICD Tughlakabad, New Delhi.
Issue of Corrigendum (if any)	On or after 26.10.2024 on www.tenderwizard.com/CCIL only.
Last Date & Time of submission	On 02.11.2024 upto 15:00 hrs.
Date & Time of Opening	On 04.11.2024 at 15:30 hrs. at Admin Building, ICD Tughlakabad, New Delhi

Parameters for E-Reverse Auction*

Estimated Cost / Entry Start Price/ Reserve price for e-Reverse Auction	<i>L1 Price of the financial bid of the Technically qualified bidders *</i>
Lowest Decrement Value	<i>To be decided / declared by CONCOR (user department) if any, (will be informed later on)</i>
Minimum Bid-Decrement	<i>.....(Value in Currency) (will be informed later on)</i>
Maximum Bid-Decrement	<i>..... (will be informed later on).</i>
Major Break-up of elements	<i>.....(will be informed later on).</i>
Eligible Bidders to participate in e-Reverse Auction	<i>All technically qualified bidders have to give declaration (Sample proforma given at page 18 to be decided by user department)</i>
Start date & time of e-Reverse Auction	<i>-----at -----hrs (will be informed later on)</i>



E-Tender Cum Reverse Auction for Mechanized Cargo Handling and Inventory management at ICD/TKD, New Delhi

Duration of e-Reverse Auction	02 hrs.
Automatic Extension of “Reverse Auction closing time” if the last bid received within a pre-defined time duration before the “Reverse Auction closing time”	Yes
Pre-defined Time duration (as mentioned above)	05 Minutes
Time duration of automatic extension	10 Minutes
Mamum number of auto extension	06 auto extensions
Criteria of Bid-Acceptance	‘Beat on Starting last quoted Price’, as well as, ‘Beat on Rank- 1 Bid Value’
Display of Lowest Bid (L1)	Yes (To all Bidders)

4. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.

- * Note:
1. After evaluation of bids i.e. technical and opening of financial bid, CONCOR will decide whether to conduct e-Reverse Auction or resort through normal e-Tender without reverse auction. For reverse Auction intimation would be sent by CONCOR to bidders in advance and bidders need not come to CONCOR office for e-Reverse Auction.
 2. In case number of technically qualified bidders are three or more the e-reverse auction will be conducted. In case the number of technically qualified bidders is upto two, it will be proceeded through normal e-Tendering mode.
 3. The lowest total price quoted by technically qualified bidders in the financial bid, will be the opening price for e-reverse auction.

This tender notice is also available on the web site www.concorindia.com. The bid document can also be downloaded from the website (www.tenderwizard.com/CCIL). However, the intending bidders should submit the document sale price of **Rs.1,000/-** through e-payment at the time of making online request.

EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website www.tenderwizard.com/CCIL .

To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 1000/- + GST @ 18% to M/s. CEL through e-payment. Bidders have to pay the Tender Processing Fee to M/s CEL through e-payment at the time of purchase of tender document.

The detailed tender document can be viewed from the website www.tenderwizard.com/CCIL from **18.10.2024 at 15:00 hrs to 01.11.2024 (up to 16:00 hrs)**

Any difficulty in downloading & Submission of tender document at website www.tenderwizard.com/CCIL, please contact at www.tenderwizard.com and helpdesk no.8800378607, 011-49424365 or email at saurabh.k@etenderwizard.com.

Note 2:

1. Tender Document/sets shall be provided free of cost to Micro & Small Enterprises (MSEs) registered with the nominated agencies.



2. MSEs will be exempted from payment of Earnest Money Deposit (EMD).
3. In case of e-Tendering, registration amount and tender processing fee will be applicable as per the requirement of e-tender.
4. In order to avail benefits/preferential treatment, the MSEs must be registered with any of the following:
 - (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18th September, 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs order, 2012.
 - (viii) Any other body specified by Ministry of MSME
5. In case MSEs do not provide the above mentioned document, their offer will not be entertained.
6. The MSEs must also indicate the terminal validity date of their registration (except UAM). In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.
7. "CONCOR is registered with TReDS Platform of RXIL (Receivables Exchange of India Ltd.) having Buyer registration Number "CO0000642". The URL for RXIL Platform is "https://www.rxil.in". MSE suppliers/vendors are required to register themselves on RXIL Platform for availing the facility of bill discounting on TReDS portal. The URL for onboarding is "https://onboarding.rxil.in/customerapp/home".
8. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
9. MSE Vendor hereby agrees to indemnify, hold harmless and keep CONCOR and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
10. CONCOR shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.



Tender Letter for Submission of E-Tender cum Reverse Auction

From
----- (To be filed by the bidder)

To,

**The Senior General Manager/Comm. & Ops.,
Area-I (North),**
Container Corporation of India Ltd.(CONCOR),
2nd Floor ,NSIC New MDBP Building,
Okhla Industrial Estate,
New Delhi-110020.

Dear Sir,

Sub: E-Tender through Reverse Auction process for providing professional Services of Cargo Handling at ICD/TKD, New Delhi.

Ref: Open Tender Notice No. CON/Area-1/TKD/Cargo Handling/2024 dated 18.10.2024.

In response to your E-Tender cum reverse auction Notice No. CON/Area-1/TKD/Cargo Handling/2024 dated 18.10.2024 inviting offers through Reverse Auction for providing professional Services of Cargo Handling at ICD/TKD, New Delhi. I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at..... hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto through e-tendering Mode in the website [www.tenderwizard.com./CCIL](http://www.tenderwizard.com/)

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.

I/We hereby declare that I/we will comply with all terms and conditions of CONCOR’s tender document and I/we will submit signed and stamped copy of CONCOR’s tender document as enclosure of contract/ agreement on award of LOI as per format specified in Annexure-VI.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).



I/we have paid EMD of Rs 5,00,000/- (Rupees Five Lakhs Only) through E payment for this tender, for “Professional Services of Mechanized Cargo Handling at ICD/TKD, New Delhi” and receipt of the same is uploaded along with pre qualification bid.

“I/We have read the clauses under “INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA” of Chapter-I of the Tender Document, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

“I/We have read the clauses under “INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA” of Chapter-I regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

I have read the clause regarding restriction on procurement from a bidder having transfer of technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority”

OR

“I have read the clause regarding restrictions on procurement from bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement”

Note :- In respect of tenders, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....
.....



CHAPTER – I

INSTRUCTIONS TO BIDDERS

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. It invites E- tender through e-Reverse Auction process from eligible parties for the work of Mechanized Cargo Handling and Inventory Management at ICD/TKD, New Delhi. Tenderers must read these instructions before filling the auction.

1. Online e-tender cum reverse auction in **Two Bid system through e-Reverse Auction** is invited for the work of Mechanized Cargo Handling and Inventory Management at **ICD/TKD, New Delhi** only through e-tendering mode. All bidders participating in e-tender cum reverse auction shall accept all the terms and conditions.
2. The Offer should be submitted through e-tendering mode in the website www.tenderwizard.com/CCIL containing two separate e-bids viz. Pre Qualification Bid and Financial Bid. Bidders who qualify in technical evaluation will proceed for further process.
3. Bids are required to be submitted only by online mode through website www.tenderwizard.com/CCIL in two bids. The first Bid i.e. Pre Qualification Bid will contain all signed and scanned documents listed below in para 9.
4. **All the Bids received shall be opened on the date and time mentioned above in the tender notice. Reverse Auction will be conducted of technically qualified bidders on a subsequent date, which will be notified to such bidders. The sequence of opening shall be:**
 - i) **Earnest Money Deposit(EMD)**
 - ii) **Pre-qualification Bid/Technical Bid.**
 - iii) **Financial Bid.**
 - iv) **Reverse Auction (*)**

* Note: 1. After evaluation of bids i.e. technical and opening of financial bid, CONCOR will decide whether to conduct e-Reverse Auction or resort through normal e-Tender without reverse auction. For Reverse Auction intimation would be sent by CONCOR to bidders in advance and bidders need not come to CONCOR office for e-Reverse Auction.

2. In case number of technically qualified bidders are three or more the e-reverse auction will be conducted. In case the number of technically qualified bidders is upto two, it will be proceeded through normal e-Tendering mode.

3. The lowest total price quoted by technically qualified bidders in the financial bid, will be the opening price for e-reverse auction.

5. A pre-bid meeting would be held on 24.10.2024 at 15:00 hrs. in the office of TM/TKD, Admin Building, ICD/Tughlakabad near Tekhand Depot, New Delhi to clarify doubts, etc. before the bidder submits his bid. The intending bidders are requested to upload their



doubts, queries, clarifications etc on the e tendering website latest by 26.10.2024, to enable CONCOR to examine the same well in advance. If the intending bidders are not able to submit the same in advance, as mentioned, they must bring them in writing when they come for the pre-bid meeting. All issues would be clarified, and also put on the website for the benefit of all the bidders.

6. EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded on the e-tender website, www.tenderwizard.com/CCIL. At any stage during the evaluation of e-bid, if the EMD is found invalid, the respective bidder's bid will be summarily rejected.
7. Online Pre Qualification bids will be opened on **04.11.2024 at 15:30 Hrs**, at Admin building ICD/Tughlakabad on the same day/date. Bidders may either be present in person or send their duly authorized representative to participate in the tender 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.

7.1 Integrity Pact duly signed.

8. Only online "Pre-Qualification Bids", will be opened on **04.11.2024 at 15:30 Hrs**. The Pre-Qualification Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. "Financial Bids" of only those tenderers, who qualify after consideration of the "Pre-Qualification Bids", will be opened on a subsequent date and time, to be notified to the qualified tenderers only.
9. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.
10. Bidders are required to submit **duly signed scanned copies** of the following document in the "Pre Qualification" bid except "Schedule of Rates" (Annexure I)
 - a) Bidder should submit declarations as per format prescribed on page no. 6-7 of the tender document i.e., "Tender Letter for Submission of E-Tender cum Reverse Auction "on their letter head, duly signed and sealed by the authorized representative.
 - b) EMD of Rs. 5,00,000/- to be paid through e-payment and the receipt of the same should be scanned and uploaded on the e-tender website www.tenderwizard.com/CCIL as per Chapter-II, para2.
 - c) Experience Certificate for cargo handling of **1000 TEUs or 13000 MT per annum**, in original or self-attested 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).
 - d) Documents indicating ongoing contracts in hand, if any.
 - e) Documents regarding financial standing of the bidder signed by Chartered Accountant as per requirement of Chapter II, Para 1.2.
 - f) Documents regarding constitution of the bidders' establishment. (Reference Chapter II, Para 3).
 - g) Power of Attorney, if required.
 - h) Self-attested photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.



- i) Copy of Registration of GST, PF & ESI Code.
- j) Deployment Plan for Equipment owned / hired as per requirement of Chapter III, Para 3 as Per format specified in Annexure V along with consent letter, where required as per format specified in Annexure IV.

11. If the existing contractor has submitted the tender 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.

12. In case the bidder is working at any or one of CONCOR terminals* in Area I, North 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.

***Note:- List of terminals under Area I, North is placed at Annexure XI.**

13. The tenderer should have direct experience i.e. should have undertaken handling of Cargo directly and not through any other contractor. The experience submitted as a second contractor will not be accepted.

14. Affidavit/Undertaking for submission of signed & stamped copy of tender document ion award of LOI as per format specified in Annexure VI.

15. The Contract would be awarded subject to the approval of the Jurisdictional Commissioner of Customs.

16. This document will be an integral part of the contract. Therefore, prospective bidders are advised to go through the same before filling the tender.

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

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

**Senior General Manager/Comm. & Ops.,
Area-I (North),**

Container Corporation of India Ltd.



INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. Bidders from the Country Which Shares Land Border With India: -

1.1 Any bidder from a country which shares a land border with India will be eligible to bid in this bid only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT). Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

1.2 “Bidder” (including the term ‘bidder’, ‘consultant’ or service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

1.3 “Bidder from a country which shares a land border with India” for the purpose of this Order Means:-

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above.

1.4 The beneficial owner for the purpose above will be as under:

- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-

Explanation –

(i) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(ii) “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.

- b) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;



- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 1.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 1.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).
- 1.7 The registration shall be valid at the time of submission of bid and the time of acceptance of bid.
- 1.8 If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be relevant consideration during contract execution.

2) The bidder should submit the following certificate on their Letter Head

“We have read the clauses under, regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder M/s _____ (name of the bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s _____ (Name of bidder) fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

“We have read the clauses under “**INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA**” of Chapter-I regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such countries; We certify that bidder M/s _____ (Name of bidder) is not from such country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

I have read the clause regarding restriction on procurement from a bidder having transfer of technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority”



*E-Tender Cum Reverse Auction for Mechanized Cargo Handling and
Inventory management at ICD/TKD, New Delhi*

OR

“I have read the clause regarding restrictions on procurement from bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement”

Note:- In respect of bids, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by bid, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

INSTRUCTIONS FOR E-TENDER CUM REVERSE AUCTION

e-Reverse Auction event may be carried out among the Technically qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

PROCESS OF e-REVERSE AUCTION

1. For the proposed e-reverse auction, only technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
 2. Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated for compliance by the Bidder through CONCOR e-Procurement portal i.e. www.tenderwizard.com/CCIL.
 3. The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider to get acquainted with the system.
 4. E-Reverse auction will be conducted on scheduled date & time.
 5. Start price for the e-reverse Auction will be notified by CONCOR (i.e. L1 price of financial bid of the technically qualified bidder)
 6. All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
 7. Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e-Reverse Auction.
 8. Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
 9. CONCOR shall conduct the e-reverse auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e-reverse auction.
 10. At the end of e-reverse auction event, the lowest Bid value will be known on the network.
 11. The e-reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
 12. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Financial bid opening of the qualified bidders shall be informed on subsequent date, which will be notified to such bidders. The sequence of opening shall be :
 1. Earnest Money Deposit (EMD)
 2. Technical Bid
 3. Financial Bid
 4. *e-Reverse Auction
 13. In case CONCOR decides not to go for e-Reverse auction procedure for this tender enquiry, the financial bids already submitted and opened, shall be evaluated as per standard practice of CONCOR.
 14. CONCOR's decision on award of Contract shall be final and binding on all the Bidders.
- * Note : 1. After evaluation of bids i.e. technical and opening financial bid, CONCOR will decide to whether conduct e-Reverse Auction or resort through normal e-Tender without reverse auction. For reverse Auction intimation would be sent by CONCOR to bidder in advance and bidder need not come to CONCOR office

for e-Reverse Auction.

2. In case number of technically qualified bidders are three or more the e-reverse auction will be conducted. In case the number of technically qualified bidders are upto two, it will be proceeded through normal e-Tendering mode.
3. The lowest total price quoted by technically qualified bidders in the financial bid, will be the opening price for e-reverse auction.

Terms & conditions of e-Reverse Auction

CONCOR may conduct e-Reverse-Auction among the technically qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

A. Eligibility of Bidders to participate in e-Reverse Auction :

- i) Bidders who are technically qualified in terms of the relative Terms & Conditions of the tender and accept all the Terms & conditions of e-Reverse Auction, can only participate in e-Reverse Auction related to the work for which tender is floated.
- ii) Bidders should ensure that they have valid digital certificate well in advance to participate in the e-Reverse Auction. CONCOR and / or Service Provider will not be responsible in case Bidder could not participate in e-Reverse Auction due to non-availability of valid digital certificate.
- iii) The bidder would be responsible for the validity of its registration on e-Tendering Portal i.e. www.tenderwizard.com/CCIL.
- iv) The date & time of commencement of e-Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least 3 days prior to the e-Reverse Auction date through tender wizard portal / e-mail / fax.
- v) CONCOR reserves the right to postpone/change/cancel the e-Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- vi) E-Reverse Auction will normally be for a period of two hours. If a Bidder places a bid price in last 05 minutes of closing of the e-Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 6 extensions each of 10 minutes will be allowed after auction period of 02 hours. In case there is no bid price in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension.
- vii) The time period of e-Reverse Auction & Maximum number of its extensions & time are subject to change and will be conveyed to eligible bidders 3-5 days before the start of the Reverse Auction event through tenderwizard portal/e-mail.
- viii) During e-Reverse Auction, if no bid is received within the specified time, CONCOR, at its discretion, may decide to revise Start price / scrap the e-reverse auction process / extend the date of e-reverse auction/ proceed with already opened financial bids.

B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

C. Start Price :

- i) The Lowest total price (as per the evaluation criteria defined in the bidding document) quoted by technically qualified Bidders in the financial bid opened before e-reverse auction, will be the opening price for e-reverse auction.
- ii) The start price of an item in online reverse auction is open to all the technically qualified bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount.
- iii) Any of the technically qualified bidder can start bidding, in the online reverse auction, from the start price itself.
- iv) Please note that the first online bid that comes in the system during the online reverse auction is at least lesser than the auction's start price by one decrement.



D. Decremental Bid Value:

- i) Bidder is required to quote their bid price only at a specified decremented value.....
- ii) Bidder need not quote bid price at immediate next available lower level but it can be even at 2/3/4 Level of next available lower level.

E. Web Portal and Access:

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e-reverse auction successfully.
- ii) However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- iii) Failure of power at the premises of vendors during the e-Reverse auction cannot be the cause for not participating in the e-reverse auction.
- iv) On account of this, the time for the auction cannot be extended and CONCOR shall not be responsible for such eventualities.
- v) CONCOR and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-Reverse Auction irrespective of the cause.
- vi) Neither CONCOR nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

F. Transparency in Bids:

All bidders will be able to view during the auction time the current lowest price on portal.

G. Masking of Names:

- i) Bidder will be able to view the following on their screen along with the necessary fields in e-Reverse Auction:
 - Opening Price
 - Leading / Lowest Bid Price in Auction (only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the e-Reverse Auction process and vendors will be given suitable dummy names.

H. Finalization of the Successful Bidder:

- i) CONCOR will evaluate and will decide upon the winner i.e. Successful Bidder. CONCOR's decision on award of Contract shall be final and binding on all the Bidders.
- ii) Successful Bidder is bound to execute the work at their final bid price of e-Reverse Auction. In case of back out or non-execution as per the rates quoted, CONCOR will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future
- iii) In case CONCOR decides not to go for e-Reverse Auction related to the work/procurement for which tender is floated, the financial bids already submitted and opened shall be evaluated as per CONCOR standard practice.
- iv) The item-wise breakup will be taken from L1 bidder established after reverse auction on their letter head through fax or email within 24 hours of the end of reverse auction wherein the bidder will proportionately reduce the rates quoted for all items as per the percentage reduction quoted for total value in reverse auction.



New rate for each item after e-reverse Auction.

** New Rate = old rate as per their Financial bid of that bidder -

(less) %age of reduction for each item on the basis of %age reduction achieved in total value after e-Reverse Auction.

The above mentioned new rates would be mentioned by CONCOR in LOI. In case these rates are not accepted by bidder then EMD of the bidder will be forfeited.

I. Bidder's Obligation:

- i) Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, CONCOR shall disqualify the vendor / bidders concerned from the e-reverse auction process.
- ii) Bidder shall not divulge either his Bid details or any other details of CONCOR to any other party without written permission from CONCOR.

J. Change in Terms & Conditions of e-Reverse Auction:

- i) Any change as may become emergent and based on the experience gained shall be made only by tender inviting authority of CONCOR.
- ii) CONCOR reserves the right to modify / withdraw any of the Terms & conditions of e-Reverse Auction at any point of time.
- iii) Modifications of Terms & conditions of e-Reverse Auction, if any, will be communicated to technically qualified bidders.

K. Errors and Omissions:

On any issue or area of material concern respecting e-Reverse Auction not specifically dealt with in these rules, the decision of CONCOR shall be final and binding on all concerned.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-reverse auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-reverse auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of CONCOR by the bidders in time, then CONCOR will promptly reschedule the affected event(s).



e-TENDER CUM REVERSE AUCTION (RA) FORMAT

CONCOR reserves the right to go for e-Reverse Auction (RA) or resort through normal e-Tender without reverse auction. This will be decided after technical evaluation. Bidders are also required to furnish following details in their technical bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case CONCOR decides to process the tender through e-Reverse Auction Process (RA), following details shall be required from the bidders or their authorized representative who will participate in the online Reverse Auction Process.

- (a) Name and Designation of Official :
- (b) Postal Address (complete) :
- (c) Telephone Nos. (Land line & Mobile both) :
- (d) FAX no. :
- (e) E-mail address :
- (f) Name of place/state, wherefrom he will participate in the RA :

(Signature of the Bidder with Name, Designation & company's Seal)



CHAPTER - II

TERMS AND CONDITIONS FOR E-TENDER CUM REVERSE-AUCTION

1. ELIGIBILITY CRITERIA:

1.1 EXPERIENCE:

(i) HANDLING OF CARGO

The tenderer must have experience of handling of cargo of minimum number of **1000 TEUs or 13,000 MT** during any one of previous four financial years i.e. **2020-21, 2021-22, 2022-23 and 2023-24** in the same name / firm composition in which he is applying for this tender. The experience in the current year would not be considered on extrapolated basis.

(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 “**cargo handling**” contractor for the work of handling of Cargo.

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

S.No.	Year	Cargo Handled per annum		Place of work
		(in TEUs)	In per MT	
1			OR	
2				
3				
4				

Date:

Signature
Name
Designation of signing authority

Seal of the Company”

1.2 FINANCIAL CREDIBILITY:

- i. **Turnover:** The tenderer should have achieved a minimum gross turnover of Rs. 61,26,910/- (Rupees Sixty One Lakhs Twenty Six Thousand Nine Hundred and Ten Only) per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any one of four previous financial years i.e. . **2020-21, 2021-22, 2022-23 and 2023-24** in the same name/firm composition in which he is applying for this tender. In case of change in the name of the firm/company due to merger/acquisition/take over, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years **2021-22, 2022-23 and 2023-24** should be duly attached. However, unaudited reports certified by Chartered accountant / Chartered Accountant's Certificate for F.Y. 2021-22 shall be accepted.

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

1.3 EQUIPMENT OWNERSHIP

- 1.3.1 The minimum number of equipment required to be owned / hired and deployed for carrying out the work tendered for, are described in para 3 of Chapter III on Scope of Work. An equipment, as specified in the same para, may be owned by the tenderer, in the name of the owner/firm (in case of proprietary firms), in the name of the partner/firm (in case of partnership firms) or in the name of company or any one or more directors of the company (in case of a company) at the time of bidding..
- 1.3.2 Rest of the equipment could be on hired basis, for which, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer(s) during the entire duration of the contract (contract period of Four (4) years, extended period of one (1) year and obligatory period of four (4) months).
- 1.3.3 The tenderer must submit detailed deployment plan in the requisite format (Annexure V) for the equipment asked for in the tender along with consent letter from owners of hired equipment.
- 1.3.4 At the time of deployment, the actual equipment deployed may differ from the details submitted at the time of bidding. An option of giving a fresh deployment plan would be available to the successful tenderer at the time of issue of LOI. However, the minimum eligibility criteria with respect to make model etc. will have to be adhered to. The changed deployment plan should be duly approved by the SGM/C&O/Area I, whose decision shall be final.

2. EARNEST MONEY DEPOSIT:

- 2.1 Each tenderer shall be required to deposit a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) as Earnest Money along with the Pre-Qualification Bid through E payment at the



time of submission of the bid. No interest shall be allowed on the Earnest Money deposited.

- 2.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 2.3 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.
- 2.4 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

3. CONSTITUTION OF THE FIRM:

- 3.1 The tenderers, who are the constituents of a Firm, Company, Association/or Society, must enclose self-attested/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 tender 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 tender 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 tender, in which case a certified copy of the Power of Attorney shall accompany the tender 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 tender application / document.
- 3.5 If the tender application is submitted by a company or a corporation, it shall be signed by its Director/duly authorized 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 tender document. Such company or corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

4. JOINT VENTURE:

- 4.1 If the tender application is submitted by a Joint Venture of two or more firms:

- a. Separate identity/name shall be given to the Joint Venture Firm.
- b. The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- c. It shall be signed by each member party to the joint venture so as to be legally binding on all parties.
- d. Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- e. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- f. The experience of Cargo Handling as mentioned in clause 1.1 of chapter II in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
- g. The turnover in case of joint venture shall be determined by adding together the turnover of all the partners of the joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of the minimum turnover.
- h. The equipment as mentioned in clause 3 of chapter III can be provided by any or all partners of the joint venture.
- i. A copy of Memorandum of Understanding (MoU) executed by the JV members shall be Submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- j. Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- k. Approval for change of constitution of JV Firm shall be at the sole discretion of CONCOR. The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- l. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be

deemed to be breach of contract with all consequential penal action as per contract conditions.

- m. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to CONCOR before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:
- 1) Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (CONCOR) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - 2) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
 - 3) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- n. **Authorized Member** - Joint Venture members shall authorize one of the members as Lead member on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- o. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (CONCOR) in respect of the said tender/contract.

4.2 Documents to be enclosed by the JV Firm along with the tender:

4.2.1 In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted :

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the Partners of the partnership firm to sign the JV Agreement on behalf of the Partnership firm and create liability against the firm.

4.2.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

4.2.3 In case one or more members is/are limited companies, the following documents shall be submitted :

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - (b) Copy of Memorandum and Articles of Association of the Company.
 - (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- 4.3 All the Members of JV shall certify that they are not black listed or debarred by CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.
- 4.4 A wholly owned subsidiary company of CONCOR in the logistics field will be considered qualified automatically in terms of experience and financial soundness criteria.

5. VALIDITY OF OFFER

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR, and CONCOR can take recourse to other legal remedies in terms of the contract.

6. QUOTING OF RATES

The tenderer must quote rates in the Schedule of Rates (Annexure I) online in the Financial Bid very carefully and for all categories of work unless and until it has been specifically stated in the tender document that the bidder can quote rates for a part of the activities, both in words and figures. In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carryout that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly. In all such cases the successful bidder will have to abide by the decision of CONCOR and carryout that particular activity at ZERO rate.

7. ACCEPTANCE OF TENDER

- 7.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority, **Senior General Manager/Commercial and Operations, Area-I, North**, who does not bind himself to accept the lowest or any other tender.
- 7.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the



- successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 7.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 7.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 7.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR is also not bound to give the reasons for such disqualification.
- 7.6 CONCOR also reserves the right to:
- a) Award the work partially, if deemed fit by the Competent Authority, in the financial/business interest of CONCOR.
 - b) Overlook any bidder who is in the same line of business and competing with CONCOR.
 - c) Bypass any bidder debarred by any Government / Semi Government body or PSU
 - d) Seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification 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.
 - e) Accept or reject any or all of the pre-qualification / financial bids in part or full.
 - f) If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability. 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.
- 7.7 The contract would be awarded subject to the approval of the Jurisdictional Commissioner of Customs.

8. EXECUTION OF CONTRACT DOCUMENT:

The successful tenderer whose tender is accepted shall be required to appear at the office of the Senior General Manager/Commercial and Operations., Area-I, North, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CONCOR's office and start the work within (30) thirty days of issue of LOI or by the date communicated by SGM/C&O/Area I, whichever is later. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document.



SGM/C&O/Area I, 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.

9. SECURITY DEPOSIT:

9.1 The successful tenderer will be required to furnish The successful tenderer will be required to furnish a security deposit equivalent to the awarded, average per month cost of the contract including GST subject to maximum of Rs.25 lakhs towards successful performance under this contract within [15 days] from the date of communication of award of contract in his favour by CONCOR.

9.2 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
- IV. 10 years Defence Deposit at the surrender value, or State Loan Bonds.
- V. 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) SGM/C&O/Area-I, 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.
- 9.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by SGM/C&O/Area I, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CONCOR in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 9.4 In case the contract is extended for further period of one year or obligatory period gets invoked, as provided in Para 11/12 of Chapter II, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.
- 9.5 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.

- 9.6 The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.
- 9.7 The security deposit will be proportionately increased in case of upward rate revision based on rate revision clause. However, the increase in security deposit will be effected only if the revision in rate is 5% or above. The maximum ceiling of security deposit will be Rs. 25 lacs.

10 REFUND OF SECURITY DEPOSIT:

- 10.1 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.
- 10.2 In the event of any dispute arising between CONCOR and Cargo Handling 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 Cargo Handling 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 Cargo Handling contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.

11. PERIOD OF CONTRACT:

- 11.1 The contract shall be awarded for a period of one (1) year from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by One (1) year in case it considers it necessary. The extension shall be granted on the basis of same rates, terms and conditions as on last date of the original contract period.
- 11.2 No request for any change in rates will be entertained during the pendency of the contract except as provided in Rate Revision clause in Chapter IV, Para 2.
- 11.3 The date of start of physical work by the contractor shall be treated as the date of commencement of contract.

12. SERVICE DURING POST CONTRACT PERIOD

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for (4) four months or till alternate arrangements are made, whichever is earlier.



CHAPTER III

SCOPE OF WORK - I (Forklift, Hydra/Sling Crane)

- 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 Tender Accepting Authority of Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the tenderer /contractor.

2. BRIEF DESCRIPTION OF THE WORK

- 2.1 The activities of cargo handling will be arrangement of mechanized unloading of cargo including steel materials of any sizes, weight and dimension, pre-stack, secure and protect with required covers, stuff into containers using Forklift/Sling Crane/Hydra or a combination of any of these as per parties stuffing plan and directives of CONCOR.
- 2.2 Handling of cargo using Forklift/Sling Crane or a combination of any of these including mechanized stuffing/de-stuffing the same into/from containers to warehouses/trucks at any location in ICD/Tughlakabad, including only mechanized handling of cargo for Customs examination etc.
- 2.3 Mechanized unloading/loading of cargo to/from road trailer either directly or via ground/warehouse and preparation of tally sheets after proper counting of packets/pallets and /or loose cargo and feeding into CCLS and AI based CTMS. All ancillary works related to the cargo handling will be the responsibility of CHO.
- 2.4 Proper counting and preparation of unloading/loading or stuffing/de-stuffing tally sheets for cargo loaded/unloaded to/from road vehicles stuffed/de-stuffed into/from containers and feeding into CCLS and AI based CTMS. The contractor is required to mention the condition of cargo/packets on the tally sheet and into the register.
- 2.5 Adoption of AI-based CTMS in all cargo based handling activities as per SOP/instructions given by warehouse incharge from time to time. (Refer annexure-II for information on AI based CTMS software)
- 2.6 Any other job as assigned by Terminal Manager/In-charge of ICD/Tughlakabad from time to time related to handling of cargo.

WORK FOR MECHANIZED CARGO HANDLING & INVENTORY MANAGEMENT OF CARGO.

2.7 EXPORT CARGO HANDLING

The handling of exports will involve the following operations irrespective of time that may elapse between different operations:

- 2.7.1 **ICD STUFFING:** Mechanized handling of general break-bulk export cargo involving its mechanized unloading in CFS or in the nominated open area and mechanized stuffing into

containers after issuance of stuffing Job Order including all operations described hereunder:

Shipping bill wise mechanized unloading of break-bulk cargo (of any dimension, type and weight either by Sling Crane/Hydra/forklift or a combination of any of these as the case may be) from exporter's vehicle, preparing unloading tally sheet after proper counting of packets/pallets and/or loose cargo, mention the condition of cargo/packets on the tally sheet and into the register and feeding into CCLS and AI based CTMS without any delay, carrying cargo and stacking it in CFS/nominated open area; mechanized stuffing of Customs cleared cargo as per standard norms as and when empty container is placed for stuffing the same, preparing stuffing tally sheet after proper counting of packets/pallets and/or loose cargo mention the condition of cargo/packets on the tally sheet and into the register and feeding all into CCLS and AI based CTMS, close the doors after stuffing and seal container under intimation to CONCOR official on duty, whenever required.

2.7.2 DIRECT STUFFING: Mechanized handling of general break-bulk cargo involving its mechanized direct stuffing in containers after issuance of stuffing Job Order including all operation described hereunder:

Mechanized unloading of break-bulk cargo (of any dimension, type and weight either by Sling Crane/Hydra/Forklift or a combination of any of these, as the case may be) from shipper's vehicles either at transfer platform or at any other place specified by CONCOR and directly stuffing it in ISO container placed at other end of platform/in front of road vehicle by use of forklifts or Sling cranes or Hydra or a combination of any of these, prepare tally sheets after proper counting of packets/pallets and/or loose cargo, mention the condition of cargo/packets on the tally sheet and into the register and feeding into CCLS AND AI BASED CTMS, close the doors after stuffing and seal container with CONCOR safety seal whenever required.

2.7.3 FACTORY STUFFING:

2.7.3.1 FACTORY STUFFING (Seal Cutting): Contractor shall arrange seal cutting of export containers, close the doors after examination also ensure the packets de-stuffed for examination must be re-stuffed before closing the door and mention the record in register and seal container with CONCOR safety seal, whenever required and also keep the record of each and every seal.

2.7.3.2 FACTORY STUFFING (Seal Cutting and Cargo Handling): Contractor shall arrange seal cutting of export containers, arranging customs examination by mechanized handling using Hydra/Sling Crane/Forklift or a combination of any of these of requisite/specified number of packages pinpointed by customs/CONCOR (including 100% examination/re-examination as required by customs) preparing de-stuffing/stuffing tally sheet after proper counting of packets/pallets and/or loose cargo, mention the condition of cargo/packets on the tally sheet and into the register, close the doors after stuffing and seal container with CONCOR safety seal, whenever required and also keep the record of each and every seal.

2.8 IMPORT CARGO HANDLING:

The mechanized handling of imports will involve the following operations irrespective of interval of time that may elapse between different operations for various de-stuffing options given below:

2.8.1 ICD DE-STUFFING : Arranging seal cutting of import containers which are placed for customs examination only after taking seal cutting permission from customs, de-stuffing of cargo (of any dimension and weight using Forklift or Sling crane or Hydra or a combination of any of these, as the case may be) from containers in the warehouse or within ICD premises stacking of cargo at nominated place and after customs clearance loading and stacking customs cleared cargo in the importer's/representative's arranged road vehicles from the warehouse only after issuance of CONCOR gate pass. While de-stuffing the cargo from container & loading cargo on importers road vehicles, a proper tally of cargo after proper counting of packets/pallets and/or loose cargo and mention the condition of cargo/packets on the tally sheet and into the register will be taken and feeding into CCLS AND AI BASED CTMS.

2.8.2 DIRECT DE-STUFFING: Arranging seal cutting of import containers which are placed for customs examination only after taking seal cutting permission from customs, de-stuffing of cargo (of any dimension and weight using Hydra or Forklift or Sling crane or a combination of any of these, as the case may be) from containers and after customs clearance loading and stacking customs cleared cargo in the importer's/representative's arranged road vehicles directly only after issuance of de-stuffing Job order from CONCOR. While loading cargo on importers road vehicles a Proper tally of cargo after proper counting of packets/pallets and/or loose cargo and mention the condition of cargo/packets on the tally sheet and into the register will be taken and feeding into CCLS AND AI BASED CTMS.

2.8.3 FACTORY DE-STUFFING:

2.8.3.1 FACTORY DE-STUFFING (Seal Cutting): Contractor shall arrange seal cutting of import containers only after taking seal cutting permission from customs once they are placed for customs examination, close the doors after examination also ensure complete cargo has been re-stuffed after examination and seal container with CONCOR safety seal, whenever required and also keep the record of each and every seal.

2.8.3.2 FACTORY DE-STUFFING (Seal Cutting and Cargo Handling): Contractor shall arrange seal cutting of import containers only after taking seal cutting permission from customs once they are placed for customs examination, arranging customs examination by mechanized handling using Hydra/Sling Crane/Forklift or a combination of any of these of requisite/specified number of packages pinpointed by customs/CONCOR (including 100% examination/re-examination as required by customs) preparing de-stuffing/stuffing tally sheet after proper counting of packets/pallets and/or loose cargo mention the condition of cargo/packets on the tally sheet and into the register, close the doors after stuffing and seal container with CONCOR safety seal, whenever required and also keep the record of each and every seal.

2.9 OUT OF CYCLE

2.9.1 DE-STUFFING OF CONTAINER

Mechanized de-stuffing of cargo (of any dimension and weight using Forklift or Sling crane or Hydra or a combination of any of these, as the case may be) from containers within ICD premises, a proper tally of cargo after proper counting of packets/pallets and/or loose cargo and mention the condition of cargo/packets tally of cargo will be taken, stacking of cargo at nominated place or any place specified and loading.

2.9.2 STUFFING OF CONTAINER

Mechanized stuffing of cargo (of any type, dimension and weight using Forklift or Sling crane or Hydra or a combination of any of these, as the case may be) from nominated area, stuffing the container as per directives of CONCOR. Preparing stuffing tally sheet after proper counting of packets/pallets and/or loose cargo, mention the condition of cargo/packets on the tally sheet and into the register and feeding into CCLS AND AI BASED CTMS close the doors after stuffing and seal container with CONCOR safety seal, whenever required.

2.9.3 DIRECT TRANSHIPMENT OF CARGO

It involves all the mechanized activities to de-stuff the cargo from one container either stacking it in nominated place and stuff the cargo directly into a nominated container or another container by using Hydra/Sling Crane/ Forklift or a combination of any of these, as per directives of CONCOR. Preparing stuffing tally sheet after proper counting of packets/pallets and/or loose cargo, mention the condition of cargo/packets on the tally sheet and into the register and feeding into CCLS AND AI BASED CTMS.

2.9.4 LOADING/UNLOADING OF CARGO

Unloading of cargo from Truck to ground/warehouse or vice versa per MT or part thereof for shut out/excess/shipment cancellation etc prepare tally sheets after proper counting of packets/pallets and/or loose cargo, mention the condition of cargo/packets on the tally sheet and into the register and feeding into CCLS AND AI BASED CTMS.

2.9.5 EXAMINATION OF CARGO

The contractor is required to arrange all the facilities for customs examination (including 100% examination/re-examination as and when required by customs) of mechanized cargo.

2.10 WORK OF INVENTORY MANAGEMENT OF CARGO ONLY: -

The contractor has to supervise and prepare the tally sheet in case of non mechanized Cargo handled by the exporter or importer or party.

The work of Inventory Management of Cargo will involve the following operations irrespective of time that may elapse between different operations: -



- a. Preparing stuffing/de-stuffing tally sheets only after proper tally and counting of cargo stuffed/de-stuffed into/from containers and feeding in the CCLS AND AI BASED CTMS.
- b. Taking proper tally and counting of cargo along with area measurement of unloaded cargo in square meters rounded off to next higher number & preparing tally sheet while the cargo is being unloaded/ loaded from/ to the road vehicle and feeding in the CCLS AND AI BASED CTMS.
- c. Checking condition of the packages at the time of loading / Unloading & stuffing/de-stuffing. The contractor is required to mention the condition of cargo/packets on the register and tally sheet.
- d. Any other job as assigned by CONCOR officials of ICD/Tughlakabad from time to time related to mechanized handling of cargo.
- e. The contractor is required to maintain the record for inventory including the cargo which will have to be withdrawn/deposited from/to warehouse as sample by customs and open & shut the warehouse in the presence of CISF and maintain the record into a register.
- f. Execution of inventory management tasks/activities through AI-based CTMS software installed at ICD/TKD as per direction of CONCOR official.

3. EQUIPMENT REQUIREMENT:

3.1 CARGO HANDLING EQUIPMENT:

S. No.	Equipment	Nos.	Description
1.	Hydra/Sling Crane (12MT)	2 (Two)	Capable of unloading/ stuffing/ de-stuffing of jumbo bags into containers.
2.	Hydra/Sling Crane (18MT)	1 (One)	Capable of unloading/ stuffing/ de-stuffing of jumbo bags into containers.
3.	Forklift (5 MT)	2 (Two)	A. With rubber tyres. B. Capable to stuff/de-stuff containers/handle cargo for loading/offloading trucks with cargo/steel plates of lengths upto 5 meters and standard pallets weight upto 5 MT with extended forks/arms and should have low mast.
4.	Forklift (3 MT)	13 (Thirteen)	A. With rubber tyres. B. Capable to stuff/de-stuff containers /handle cargo for loading/offloading trucks with cargo/steel plates of lengths upto 5 meters and standard pallets weight upto 3 MT with extended forks/ arms, and should have low mast. The following assemblies/attachments should always be readily available in the Warehouse complex:



			<p>i. Two separate assemblies/attachments for Paper roll catcher.</p> <p>ii. Two separate assemblies/attachments for Drum catcher.</p>
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Note 1:

- (a) Equipment described above may be Diesel/Battery operated. Should there be any direction from Tender Accepting Authority (TAA), CONCOR or Government body/ honorable Court, Contractor shall be under obligation to replace the diesel equipment wherever possible with Battery operated equipment. Charging points shall be given by CONCOR and Electricity consumed shall be on a chargeable basis
- (b) There is no minimum ownership criteria for Hydra/Sling Crane/Forklift/Reach Truck and they may be owned or on hire/lease.**
- (c) In the case of owned equipment, the ownership should be in the name of the owner/ firm (in case of proprietary firms), in the name of the partner/firm (in case of partnership firms) or in the name of any one or more Directors/Company (in case of a Company).
- (d) In case of equipment offered on hired basis, the tenderer should submit a consent letter from the owners for the use of such equipment by the tenderer(s) during the entire duration of the contract (contract period of 1 years and extended period of 1 year and obligatory period of 4 months).
- (e) The contractor will have to replace the equipment, if rules/laws are changed by Government, in respect of vintage or axle payload of the equipment.
- (f) The tenderer must submit detailed deployment plan in the requisite format (Annexure-V) for the equipment asked for in the tender along with consent letter from owners of hired equipment.
- (g) Adequate number of rubber tyred, hand driven trolleys for transporting cargo within warehouse.
- (h) No age limit needs to be specified for sling cranes, Hydra and forklifts.
- (i) Where ever capacity of the equipment is not mentioned in the RC book, a chartered engineer's certificate should be enclosed mentioning the capacity of the equipment.
- (k) The Contractor will have to permit installation and facilitate AI- based CTMS equipment on cargo handling equipment as per the requirement and direction given by CONCOR and facilitate smooth operation of the same.

4. DEPLOYMENT OF EQUIPMENT BY THE SUCCESSFUL BIDDER:

- 4.1 The successful bidder will be obliged to position the equipment at the terminal at least two days prior to the scheduled start of work.
- 4.2 The successful bidder to be appointed as contractor shall, before the commencement of the operations, get all the equipment inspected by the CONCOR official. All the deployed equipment must conform to the age, make/model, year of manufacture, handling capacity, carrying capacity, GVW, mechanical condition, ownership criteria, etc. wherever applicable/prescribed in terms of para 3 above. The contractor will be required to produce original supporting documents like Registration papers, invoices, valid Insurance, Fitness certificates, etc at the time of inspection at the terminal. An equipment once deployed, should not ordinarily be changed. However, it may be changed on the written request of the contractor only with the approval of the Terminal Manager / Incharge in exceptional cases. However, the new deployed equipment have to conform to the stipulated criteria listed in Annexure V.
- 4.3 In case of failure to deploy owned/hired equipment by the contractor on or before stipulated date, or in case of short/non deployment of required number of equipment at any time during the pendency of the contract, damages will be levied till the equipment are provided by the contractor as under:
a) For Hydra/Sling crane @ Rs.1500/- per day or part thereof.
b) For Forklift @ Rs.1,000/- per day or part thereof.
- 4.4 Additional equipment [30% of the original number, rounded off to the next higher whole number} may be asked for on permanent basis from the contractor on 30 days written notice. The exact number of equipment required to be increased as per aforesaid provision will be determined by the SGM/C&O/AREA I, based on the traffic volume.
- 4.5 Notwithstanding above, in case of reduction in business, SGM/C&O/AREA I can also reduce the number of equipment subject to suitable rate negotiations on mutual discussion basis. The reduction/withdrawal of the equipment shall be allowed on undertaking that the same will be restored within the notice period prescribed in para 4.4 above. In case the contractor fails to restore the number of equipment, or provides equipment which do not comply with the criteria of the ownership/year of manufacture etc, damages as prescribed in para 4.3 above would be applicable. In case of restoration of the equipment to its original level, the rates would also be restored to the original level.
- 4.6 The decision of the SGM/C&O/AREA I, CONCOR, will be final and binding in the matter of deciding the type and capacity of equipment required.

5. CONTRACTOR'S OBLIGATIONS with regard to:

5.1 MAINTENANCE & DOWNTIME OF FOR SLING CRANE/FORKLIFT/HYDRA

All arrangements for operations and maintenance inclusive of fuel and lubricants, operators, other requisite personnel, maintenance and repairs etc. shall be made by Contractor at his own cost.



6. SCHEDULE FOR COMPLETING ASSIGNED WORK

6.1 Expeditious Handling of Cargo:

- (i) The Mechanized Export cargo received at ICD/TKD should be offloaded to respective location within 02 Hrs after issuance of the export cargo unloading card subject to space availability. Similarly loading of import cargo on to the trucks provided by the importer or his agent shall be completed within 02 Hrs by the Contractor. Closing time of the day will be decided by the Terminal/Warehouse Manager depending on the local conditions. (The terminals can change these timings as per prevailing local conditions from time to time). In case of non-compliance of job orders, damages of up to Rs.500/- per vehicle for non-compliance of remaining job orders may be levied by the Terminal Manager/In charge. If the delay is on account of party/CONCOR, in that case, no penalty may be imposed which will be certified by Officer in Warehouse.
- (ii) The stuffing/de-stuffing of containers at ICD/Tughlakabad should also be completed latest by the end of the shift. Job orders issued up to 10:30 hrs. will have to be complied by 14:00 hrs. Job orders issued beyond 14:00 hrs. upto two hours before closing time will have to be complied by the end of the day. Job orders issued after less than two hours before closing time will have to be complied with by 12:00 hrs. of next working day. All the above condition for stuffing and de-stuffing is subject to grounding of container on the nominated place. Closing time of the day will be decided by the Terminal/Warehouse Manager depending on the local conditions. (The terminals can change these timings as per prevailing local conditions from time to time). In case of non-compliance of job orders, a penalty of up to Rs.500/- per TEU for non-compliance of remaining job orders may be levied by the Terminal Manager/Incharge. In addition, if CONCOR receives any specific claim of customer for any abnormal delay, and it is considered justify by CONCOR, damages at a maximum rate of Rs. 600/- per TEU per day or part thereof would be recovered from the monthly bill and paid to the customer. Repeated failure on this account for a continuous period of 5 days may be treated as instances of unsatisfactory performance. If the delay is on account of party/CONCOR, in that case, no penalty may be imposed which will be certified by Officer in Warehouse.

7. CONSEQUENCES OF NON-PERFORMANCE:

- 7.1 Damages may be recovered from the contractor for repeated non performance in addition to the damages prescribed in the respective paras above upto **Rs. 5,000/-** per day, by Terminal Manager/In-charge.
- 7.2 The Contractor is required to deploy sufficient numbers of Tally Clerks during the loading/unloading & stuffing/de-stuffing the cargo/container for proper monitoring of activity and inventory. The adequate number of tally clerks should be deployed at every point of time and at each and every location decide by CONCOR. If the CHO personnel is not found during such activities as mentioned above a penalty upto Rs.5000/- per case per day will be levied on them in addition to penalty of Non-Performance, Expeditious Handling of Cargo, unsatisfactory performance or any other clause.
- 7.3 During handling (Loading/Unloading & Stuffing/de-stuffing the cargo/container) if any damages of cargo/container is come to the notice or any claim has to be compensated to the shipper/importer due to CHO, the same will be recovered from CHO. Any other loss to CONCOR due to CHO will also be recovered from CHO.

- 7.4 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.
- 7.5 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.

8. **CONDITION FOR OPERATION OF SLING CRANE/HYDRA/FORKLIFT**

- 8.1 The contractor is obliged to keep the equipment like Sling Crane/Forklift/Hydra etc. in proper working condition and to be operated by skilled, licensed and trained man power, wherever required as per existing law.
- 8.2 The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of break down, the same should be attended in time and in case of prolonged break down, some alternative arrangements should be made within reasonable time to prevent hardship to customers and revenue loss to CONCOR. In case of prolonged break down for more than 48 hours, CONCOR can get the work done at the risk and cost of the contractor. However, in case of repeated failure in performance, CONCOR may make alternate arrangements lasting minimum 3 months till the remedial measure is taken by the contractor at his risk and cost.

9. **INCIDENTAL WORK**

General duties may also have to be performed by the contractor for which no separate payment will be made.

S. No.	Activity
1	Weighing of outward and inward cargo using Forklift/Sling Crane/Hydra.
2	Providing periodical information and statements about cargo handling in formats specified by CONCOR.
3	Providing timely information about cargo handling through means or equipment specified by CONCOR.
4	Container for which mechanized cargo handling has been performed, entire cargo will be handled by CHO.
5	Spillage of oils, dusts, spares, mud, stones, etc. from the contractor's equipment should be removed by the contractor.
6	Proper cleaning of the interiors of containers before stuffing and after de-stuffing.
7	Opening and closing of doors of containers after stuffing or destuffing.
8	Depositing of all waste materials, refuse, dust, sweeping and rubbish in dust-bins or any other place earmarked by CONCOR.
9	Preservation of cargo kept outside the warehouse from damages and water during rainy season by properly covering the same with tarpaulin sheet.
10	Any other work related to AI based-CTMS implementation.

SCOPE OF WORK-II (Reach Trucks – On hiring basis)

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.

2. BRIEF DESCRIPTION OF THE WORK

- 2.1 The activities of cargo handling will be arrangement of mechanized stacking of palletized cargo/from ground to racks & unloading of palletized cargo from racks to ground in warehouse.
- 2.2 Three Reach Trucks will be required for handling of palletized cargo for 2 shifts. In case of increase of volumes or as per requirement, provision for 3rd shift will be considered.
- 2.3 While stacking of cargo, care/safety must be ensured that total weight of cargo must not exceed 2 MT in each rack-cell in all row.
- 2.4 On the requirement of Customs, palletized cargo should be placed at desired location in the warehouse.
- 2.5 During handling (stacking/offloading) if any damages of cargo come to the notice or any claim has to be compensated to the shipper/LCL consolidator due to Reach Truck providing agency, the same will be recovered from Reach Truck providing agency. Any other loss to CONCOR due to Reach Truck will also be recovered from Reach Truck providing agency.
- 2.6 During handling (stacking/offloading) if any damages of racking system come to the notice, Reach Truck providing agency will be held responsible.

3. EQUIPMENT REQUIREMENT

Equipment	No.	Description	Year of manufacture	Owned/ Leased
Reach Truck	3	Capable of handling of 1 MT of load upto height of about 8 meters.	Should be in good working condition of Godrej make Model no GRT 200E-85 or Linde make Model No. R14S or similar to these model	May be owned or on hire/lease

Note:- Number of Reach Truck may increase or decrease as per requirement of CONCOR and payment will be made accordingly w.r.t. the number of the Reach Trucks.



Operational Parameter

- a. To be operated in clear aisle space of 3200 mm
- b. Mast collapsed height should not be more than 3600 mm
- c. Travel speed – Minimum 9 Kmph
- d. Lift speed – More than 0.25 m/sec for laden position and 0.40 m/sec for unladen position.
- e. Lift motor Power – as per the required design to lift the required load up to the specified height
- f. Lower speed – more than 0.30 m/sec
- g. AC traction and hydraulic system
- h. Electronic/electric steering
- i. Equipment to be fitted with multi task control handle for lifting / lowering / reach functions
- j. Rack Height assist
- k. Fitted with work light
- l. Battery rollers/remover for easy extraction of battery from compartment
- m. The above parameter are indicative , Slight change or change as per site requirement may be acceptable in parameter without affecting the purpose for which the Reach Truck is required in the benefit of CONCOR function.
- n. The existing drawing of the pallet racking system is attached herewith, the bidder are required to go through the drawing and offer the suitable model which should be workable in the existing pallet racking system.
- o. Bidders are required to visit the site before submitting the offer. The Reach Truck should be workable in the existing system efficiently and should be capable of handling pallet of required size and capacity.

Safety Features

Reach Truck should having following safety features

- a. On board fault diagnosis
- b. Steer wheel indication display
- c. Battery discharge indicator
- d. Operator presence pedal
- e. Horn
- f. Emergency braking/stopping system
- g. Any other safety feature required for safety

Note:

- (a) The Reach Truck can be either owned or taken on hire or leased from the market and deployed, in which case the bidder is required to submit copy of Registration Certificate (RC) /Invoice etc. and consent letter in case of hire or lease, at the time of submission of bid.
- (b) Alternatively, Bidder can give an undertaking as per Annexure –IX on stamp paper of Rs.100/- to deploy requisite number of Reach Trucks along with RCs/Invoices and other documents, within 28 days of issue of LOI (i.e. 2 days prior to commencement of work for inspection of equipment).



- (c) Number of Reach Truck may increase or decrease during the pendency of contract as per requirement of CONCOR and payment will be made in accordance to the number of Reach Trucks.
- (d) In the case of owned equipment, the ownership should be in the name of the owner / firm (in case of proprietary firms), in the name of the partner/firm (in case of partnership firms) or in the name of any one or more Directors/Company (in case of a Company).
- (e) In case of equipment offered on hired basis, the bidder(s) should submit a consent letter as per Annexure IV from the owners for the use of such equipment by the bidder(s) during the entire duration of the contract.
- (f) The contractor will have to replace the equipment, if rules/laws are changed by Government, in respect of vintage or axle payload of the equipment.
- (g) The bidder(s) must submit detailed deployment plan in the requisite format (Annexure-V) for the equipment asked along with consent letter from owners of hired equipment.
- (h) Where ever capacity of the equipment is not mentioned in the RC book, a chartered engineer's certificate should be enclosed mentioning the capacity of the equipment.
- (i) The Contractor will have to permit and facilitate installation of AI- based CTMS equipment on each Reach truck as per the requirement and direction given by CONCOR and facilitate smooth operation of the same

4. DEPLOYMENT OF EQUIPMENT BY THE SUCCESSFUL BIDDER:

- 4.1 The successful bidder will be obliged to position the equipment at the terminal at least two days prior to the scheduled start of work.
- 4.2 The successful bidder to be appointed as contractor shall, before the commencement of the operations, get all the equipment inspected by the CONCOR official. All the deployed equipment must conform to the age, make/model, year of manufacture, handling capacity, carrying capacity, GVW, ownership criteria, etc. wherever applicable/prescribed in terms of para 3 above. The contractor will be required to produce original supporting documents like Registration papers, invoices, valid Insurance, Fitness certificates, etc at the time of inspection at the terminal. An equipment once deployed, should not ordinarily be changed. However, it may be changed on the written request of the contractor only with the approval of the Terminal Manager. However, the new deployed equipment has to conform to the stipulated criteria listed in Annexure-V.
- 4.3 In case of failure to deploy owned/hired equipments by the contractor on the stipulated date, damages for non-deployment will be levied/charged@ Rs.1000/- per Reach Truck per day or part thereof till the equipments are provided by the contractor.



4.4 In case of short/non deployment of required number of equipment at any time during the pendency of the contract, or if they are found not in conformity with the required age and any other condition, similar damages (as mentioned at s. no. 4.3. above) may be levied for equipment.

4.5 Additional Two (2) Reach Truck may be asked for on permanent basis from the contractor on 30 days written notice.

However, if there is need for more equipment, than stipulated above, the same can be taken from the contractor provided he is willing to do so, otherwise some alternative arrangement can be made by CONCOR. In case of failure to deploy additional equipment asked for by the stipulated date, damages as specified in para 4.3 above will be levied.

4.6 Notwithstanding above, in case of reduction in business, SGM/C&O(AREA-1) can also reduce the number of equipment subject to suitable rate negotiations on mutual discussion basis. However, the rate negotiation for reduction in rates will only be applicable in case of equipment taken on cycle rate basis. The reduction/withdrawal equipment shall be allowed on undertaking that the same will be restored within the notice period prescribed in para 4.5 above. In case the contractor fails to restore the number of equipment, or provides equipment which do not comply with the criteria of the ownership / year of manufacture/etc, damages as prescribed in para 4.3 above would be applicable. In case of restoration of the equipment to its original level, the rates would also be restored to the original level.

4.7 The decision of the SGM/C&O (AREA-1), CONCOR, will be final and binding in the matter of deciding the type and capacity of equipment required.

5. CONTRACTOR'S OBLIGATIONS with regard to:

5.1 MAINTENANCE & DOWNTIME OF EQUIPMENT: -

(j) Up time:

For individual equipment availability (up time) of 100% excluding maintenance downtime and fuelling time on a monthly basis must be maintained. The machine/equipment will be treated as down if there is a continuous break-down of more than one hour. However, at no point of time should the equipment be down for more than eight hours at a stretch. In that case the contractor shall endeavor to make alternate arrangements at his own cost. In case the equipment is beyond repairs, besides making immediate alternate arrangements, the contractor shall also arrange for replacement of the equipment as per the make/model specified in the tender conditions, as under:

a. For Reach Truck - within 7 days

In case an equipment is down and needs to be taken out of the terminal for repairs, this can be permitted at the sole discretion of the Terminal In-charge. However, at the time of taking such prior approval, the contractor will have to declare the reasonable time required for repairs outside. In case the equipment is brought back within that declared period, only liquidated damages will be levied for the actual period the equipment was under breakdown. However, in case the equipment is not



brought back within the declared period, the actual period of absence from the terminal will be treated as a case of non-deployment and damages for non-deployment, as specified in the bid document will be levied.

Failure to comply with these stipulations will be considered as a serious case of unsatisfactory performance and may be dealt with as per the provisions of Chapter-III, SCOPE OF WORK-II, Clause 8 below: Consequences of Non-Performance, at the discretion of Terminal Manager/In-charge.

(ii) Down time:

- (a) Two hours of cooling per Reach Truck in two shift working (16 hrs) shall be allowed.
- (b) A total of forty eight hours per month per Reach Truck shall be allowed towards exigency break-down, fuelling and staff change, etc. However, the exigency breakdown should not be more than 8 hours in a day for a Reach Truck. In case the exigency breakdown is more than 8 hours in a day for a Reach Truck, the breakdown period beyond 8 hours in a day will be dealt as per provisions of para 6 below for each Reach Truck.
- (c) Preventive maintenance time shall be eight hours per week, in one or two spells. No cooling shall be allowed on the day of preventive maintenance.
- (d) Periods permitted for cooling and preventive maintenance is not transferable across the machines and also cannot be carried forward across the weeks or months.
- (e) The actual schedule of maintenance shall be finalized by contractor in consultation with the Terminal In charge whose decision will be final.

5.2 Contractor will be provided with electricity facility for charging batteries in the covered/suitable area and cost of electricity shall be borne by the contractor.

6. LIQUIDATED DAMAGES: -

- 6.1 Reach Truck: for actual down time up to 24 hours per Reach Truck beyond the permitted down time, including maintenance, as mentioned above in para 5.1, the liquidated damages shall be recovered @ the hourly hiring rate payable. If the actual down time is more than 24 hours per Reach Truck in a month, beyond the permitted down time, liquidated damages shall be charged @ 1.20 times of hourly hiring rate payable, shall be recovered for the entire period the Reach Truck was down beyond the permitted down time, i.e. the benefit of lower rate for initial 24 hours will not be given.

However, no hiring charges for the duration, the equipment is non-functional, shall be deducted, except for the liquidated damages, as above.

Note: For the purpose of liquidated damages, the hourly hiring rate shall be calculated by dividing the monthly hire charges by 720.



- 6.2 The work has to be executed by the contractor on an immediate basis i.e within half an hour of verbal direction. Failure to execute the same shall attract penalty on the basis of hiring rate payable. There would be many instances when the machine is already into operation and is executing some other assigned work given by CONCOR in which case the delay and corresponding penalty leviable if any, has to be decided by In-charge of Export warehouse.

7. SCHEDULE FOR COMPLETING ASSIGNED WORK

“The work should be started on an immediate basis for compliance.”

8. CONSEQUENCES OF NON-PERFORMANCE:

- 8.1 Damages may be recovered from the contractor for repeated non-performance in addition to the damages prescribed in the respective paras above upto Rs.5,000/- per day, by Terminal Manager /Incharge.
- 8.2 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.
- 9.2 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.

9. CONDITION FOR OPERATION OF REACH TRUCK

- 9.1 The contractor is obliged to keep the equipment i.e. Reach Truck in proper working condition and to be operated by skilled, licensed and trained man power, wherever required as per existing law.
- 9.2 The preventive maintenance of the equipment should be carried out as per maintenance schedule of equipment and in case of break down, the same should be attended in time and in case of prolonged break down, alternative arrangements as specified in para 5.1 (i) above should be made to prevent hardship to customers and revenue loss to CONCOR. In case of prolonged break down for more than 48 hours and contractor's failure to make alternate arrangements, CONCOR can get the work done at the risk and cost of the contractor. However, in case of repeated failure in performance, CONCOR may make alternate arrangements lasting minimum 3 months till the remedial measure is taken by the contractor at his risk and cost.



INCIDENTAL WORK

General duties may also have to be performed by the contractor for which no separate payment will be made.

Taking inventory of cargoes in the ICD/TKD as and when directed by terminal in charge.
Weighing of outward and inward cargoes.
Proper stacking of packing and other sundry material of export / import/ domestic cargo in designated area.
Keep the container terminal operational area and stack area neat and tidy.
Providing periodical information and statements about palletized cargo handling in formats specified by CONCOR.
Providing timely information about Palletized cargo handling through means or equipment specified by CONCOR.
Spillage of oils, dusts, spares, mud, stones, etc. from the contractor's equipment should be removed by the contractor.
Any other work related to AI-CTMS implementation.

CHAPTER IV GENERAL CONDITIONS

1. DEFINITION

- 1.1 **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 1.2 **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the CONCOR.
- 1.3 **Name of Tender:** means the work i.e. Mechanized Cargo Handling & Inventory Management at ICD Tughlakabad, New Delhi, etc. for which tender is being floated.
- 1.4 **Pre Qualification Bid:** means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.
- 1.5 **Schedule of Rates:** means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- 1.6 **Financial Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- 1.7 **Container:** Container shall mean various types of ISO/DSO containers i.e. Dry container, Reefer container, Flat rack, Open Top etc used for transportation of export/import and domestic cargo which could be 20'/22'/40'/45' or tank container.
- 1.8 **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.
- 1.9 **Container Freight Station:** A place used for storage of cargo, stuffing and de-stuffing of containers.
- 1.10 **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the CONCOR, and shall include his employees, agents, etc.
- 1.11 **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.
- 1.12 **Laws:** Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.



- 1.13 **Taxes :** GST and any other tax, levy, Fee, Cess imposed by Government, from time to time, on container/cargo handling and transportation, storage etc.
- 1.14 **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. RATE REVISION CLAUSE

- 2.1 The contracted rates shall remain operative throughout the contract period except for variation in diesel (HSD) prices which CONCOR will increase or decrease at six monthly frequency @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any government notification etc. duly supported by documentary evidence. However, in case of decrease in base HSD (diesel) price, CONCOR will be free to revise (decrease) the rates on its own as per the guidelines, which again will be at six months interval only.
- 2.2 First rate revision would be done only after **(6) six** months of commencement of contract, w.e.f. 1st of the month following completion of (6) six months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of four (4) years on, say, 16th April 2024, there will be seven rate revisions due during (4) four years period. 1st rate revision would be due w.e.f. 1st Nov, 2024, 2nd w.e.f. 1st May 2024 and 3rd w.e.f. 1st Nov, 2024, and so on.

The rate revision would be regulated by the following formula:

For 1st rate revision

$$\% \text{ increase in contract rates} = (\mathbf{P_1} - \mathbf{P_B}) / \mathbf{P_B} \times 100 \times 30/100$$

where

$\mathbf{P_1}$ = HSD price on 1st of the month following completion of initial **five** months of contract (as applicable in city of contract); and

$\mathbf{P_B}$ = Base HSD price on the last date of submission of tender (in the city of contract).

For subsequent six monthly rate revisions

$$\% \text{ increase in contract rates} = (\mathbf{P_N} - \mathbf{P_{N-1}}) / \mathbf{P_{N-1}} \times 100 \times 30/100$$

where

$\mathbf{P_N}$ = HSD price on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and

$\mathbf{P_{N-1}}$ = HSD price on 1st day of the previous month of (n-1)th escalation (as applicable in the city of contract).

- 2.3 The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case CONCOR management decides to extend the original contract period, CONCOR may do so on same rates, terms and conditions prevailing on the last date of the original contract. Contractor will have the right to exit if no agreement is there for the extendable period. In such an event, the contractor will, however, have to work at the same rates for another 4 (four) months, beyond the initial contract period, to enable CONCOR to finalize alternative arrangements.

- 2.4 In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16 April 2026 and the reference base price of HSD (P_B) for further extended period shall be 16.4.2026 and relevant contract rates shall be negotiated rates arrived at for extended period.

Illustration:

Suppose the HSD price on the date of submission of the tender mentioned above was **Rs. 87.62** per litre and it is **Rs. 88.62** per litre on 1st October, 2024. According to the formula, %age increase in contract rates will be as under:

For 1st rate revision (w.e.f. 01.11.2024)

$$= (P_1 - P_B) / P_B \times 100 \times 30/100$$

$$(88.62 - 87.62) / 87.62 * 100 * 30 / 100$$

= 0.34% i.e. an increase of 0.34% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

For second six monthly rate revisions w.e.f. 1st May, 2025, let the HSD price as on 01.4.2025 be **Rs. 86.62** per litre. Then, in this case:

$$= (P_N - P_{N-1}) / P_{N-1} \times 100 \times 30/100$$

$$= (P_2 - P_1) / P_1 \times 100 \times 30/100$$

$$= (86.62 - 88.62) / 88.62 \times 100 \times 30/100$$

= -0.67% i.e. a decrease of 0.67% over the rate accepted during the previous revision.

Note:

(i) For the purpose of change, the rates of diesel as prevalent as on 1st of the previous month would be considered e.g. if the escalation is due on 1st Nov 2025, the diesel rate prevalent as on 1st Oct 2025 would be considered and so on.

(ii) Increase/Decrease in contracted rates on variation in diesel (HSD) prices will be applicable on all activities as per SOR.

3. **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.

4. **TERMINATION OF THE CONTRACT**

- 4.1 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 (7) 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.

- 4.2 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 tender) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 4.3 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 tender 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.
- 4.4 The certificate of CONCOR Official, In-charge of the ICD/TKD, 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.
- 4.5 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.

5. DEBARRING OF BUSINESS DEALINGS

- 5.1 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 from participation in future tenders of CONCOR for a period as deemed fit ranging from one (01) to three (03) years.
- 5.2 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 4, sub clause 4.2. to 4.4 above (Termination of contract) will become applicable.

6. PROHIBITION AGAINST TAKING WORK FROM CONCOR/ GOVERNMENT SERVANTS

- 6.1 No Officer of Gazetted rank or other Gazetted Officer employed in operational or administrative duties in any Department of the Government 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 tender or engagement in the contractor's service.

- 6.2 Should a Tenderer 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 tender shall be informed of the fact at the time of submission of tenders, failing which the tender shall be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in clause 61 of the General Conditions of Contract.

Proforma to be filled in and signed by the Tenderer and submitted alongwith the tender is given at "Annexure VIII".

7. CONTRACTOR'S RESPONSIBILITIES & DUTIES

- 7.1 The tenderers are advised to acquaint themselves with the exact location, conditions, the facilities at the ICD/TKD, (where they want to work), the Customs procedures at ICD/TKD. They are also advised to familiarize themselves with the procedures and method of working of the ICDs. The tenderer can visit the ICD/TKD on any working day prior to submitting the tender and acquaint himself of these aspects.
- 7.2 The contractor shall not independently operate in the business of container/cargo handling in the ICD/TKD. Damages to the extent of upto Rs. 10,000/- per case may be imposed on the contractor, if any such case comes to the notice of CONCOR management and if CONCOR management is reasonably convinced about the same. The decision of the SGM/C&O/AREA I, in all such cases shall be final and binding on the contractor. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the contractor has his stake so far as his business interests are concerned.
- 7.3 If sufficient reasons are found to establish that the contractor is doing business directly with CONCOR's customers or other private container operators/ICD/CFS operator with lower rates, the same (lower) rate will become payable/paid to him.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 including various provisions under Customs Regulations/Customs Act 1962.
- 7.8 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 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.
- 7.9 The contractor shall pay not less than the minimum wages to the laborers/ workers engaged by him, the minimum wage being the wage including the allowances notified at the time of inviting tenders or as notified from time to time by the competent authority for the work, and where not notified the wages paid for similar work in the neighbourhood. Minimum wages as specified by the Central Government or the State Government (in which the terminal is situated) whichever is higher will be applicable for contract workers deployed by the contractor at our premises. The contractor shall keep a proper record of such payment and submit a certificate every month to CONCOR of his having done so.
- 7.10 The contractor shall provide adequate number of trained supervisors, equipment operators and other workers at all the desired operational points at ICD/TKD, to ensure proper and timely movement of containers, including performance of incidental and general services, expeditiously and to the satisfaction of CONCOR officials. Terminal In-charge of the ICD/TKD shall have the final say in the matter.
- 7.11 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 cargo handling should also be provided by him at the ICD/TKD so that the work is not hampered at the terminal.



- 7.12 The contractor will be required to keep its premises and/or workshop in the ICD/TKD premises neat and clean in all respects. The contractor should also be equipped with suitable firefighting arrangement in the area nominated for the positioning of his equipment in the terminal premises.
- 7.13 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 fulfill 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.
- 7.14 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.
- 7.15 The contractor should pay salary to their employee upto 7th day of the month through RTGS/Electronic transfer only.
- 7.16 Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Authorised representative of CONCOR shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any authorised representative of CONCOR, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favor.
 - c) The contractor once registered on the portal, shall provide details of his Letter Of Acceptances (LOA), Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of authorised representative of CONCOR. The Authorised representative of CONCOR shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.



- d) After approval of LOA by the authorised representative of CONCOR, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

7.17 While processing payment of any “On Account Bill” or “Final Bill” or “release of Advances” or “Performance Guarantee/Security Deposit”, contractor shall submit a Certificate to the authorized representative of CONCOR that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till _____ Month _____ Year.

8. EMPLOYEES PROVIDENT FUND & ESI

- 8.1 It will be the responsibility of the respective contractors to obtain separate code (identification number) for deposit of PF and ESI dues, with the concerned authorities directly, prior to commencement of work.
- 8.2 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).
- 8.3 It shall be mandatory for the contractor to obtain ESI and PF registration, and 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).

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, Crane/Forklift, 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 Crane /Forklift shall not carry load in excess of the GVW as mentioned in the RC Book of the Crane /Forklift 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 mechanized handling of cargo, and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Handling of cargo. 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 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 of 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 of all types of cargo. 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 equipment etc. The 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/injuries 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 provide general security for ICD premises. CHO agrees to take care of the import and export cargoes within the shed. It will be CHO's responsibility to secure the cargoes (both import & export) before and after Custom's Examination till they are delivered to the importer or stuffed in containers for onward carriage. The general security provided by CONCOR will cover security on seals and locks of the containers and warehouses fixed jointly by CONCOR, Customs and CHO taken over under clear signature of the security personnel. In the event of any tampering of seals and/or locks being provided while in the custody of CONCOR's general security personnel, a joint survey by Customs, CONCOR and CHO will be conducted with reference to the inventory of cargo deposited at the time of sealing of warehouse or the containers to determine CHO's liability.
- 13.3 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 authorized 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 Job Orders for carrying out cargo handling operations at ICD/TKD. The contractor, immediately after completion of the work as per cycles defined in SOR, should report the compliance of the Job Order in writing to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the fortnightly handling bills for the work done in the previous fortnight. Bills will not be entertained without the Work Done Statement.
- 14.3 In case of combined cycle activities defined in Scope of Work, the payment will be made at the successful completion of each cycle. (e.g. stuffing/de-stuffing).
- 14.4 The contractor shall prepare and submit monthly bills in prescribed forms based on the quantum of work handled during the previous month to the Terminal In-charge of ICD/TKD. *(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/fines/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 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/Tenderer/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/tenderer will specify whether CGST/SGST will be attracted or IGST will be attracted alongwith rate thereof.
- 14.7 The Contractor/Tenderer/Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Tenderer/Vendor 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/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
- 14.8 The Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and 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/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the CONCOR.
- 14.10 If as result of Change in Law, Contractor/Tenderer/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.
- 14.11 Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/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 SGM/C&O/Area-1 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 accepting authority 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 accepting authority 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 SGM/C&O(AREA-1), notwithstanding what has been laid down in the Clause on Payment. The decision of the SGM/C&O(AREA-1) 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 (60) sixty days in case there are strong business reasons for it to do so as determined by its management.

19. JOINT PROCEDURE ORDER

Terminal Manager of ICD/TKD and contractor will draw a joint procedure order for implementation of this contract in which the system of documentation for the imposition of damages, recording of the breakdown time etc. will be decided upon. Before commencement of work on any working day the contractor shall notify CONCOR about the condition of equipment in the format specified by CONCOR.

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

21.1 In the event of any question, dispute or differences arising under these conditions or in connection with this contract, the same shall be referred to Delhi International Arbitration Centre. 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. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforces in India and the dispute shall be resolved by law applicable in India. The parties hereby agreed that language used in the arbitration proceeding shall be English. Rest of the terms are subject to the agreement between the parties. The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award. Subject as aforesaid, the Arbitration Act 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this clause.

21.2 In Case of any disputes or differences between the parties hereto, the Civil courts of Delhi shall have the exclusive jurisdiction for the implementation of tender.



Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

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 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 SGM/C&O(Area-1)/Northern Region, CONCOR, the name(s), designation(s) and address(s) of his authorized 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 authorized 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/In-charge 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/In-charge is brought out clearly on record.
- 25.2 Notwithstanding anything contained hereinabove, the SGM/C&O/Area-1 shall be the Authority to consider waiver of any damages imposed under this contract, by the Terminal Manager/In-charge, in part or full, at his sole discretion.
- 25.3 However, liquidity damages levied under various clauses will not be waived off in any circumstances. This penalty is levied on account of damages suffered by CONCOR due to delay in service given to the customers.

26. INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, specifications, operations or instructions or as to the quality of workmanship or performance shall be referred to the Tender 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 Accepting Authority, who can amend the CONCOR's condition/clause of contract if required.

27. INTEGRITY PACT

The successful tenderer/s shall require to sign the Integrity Pact with CONCOR as per enclosed Performa (Annexure VII).

28. CARTEL FORMATION

28.1 The Tenderers are expected to quote most competitive price freely.

28.2 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, CONCOR reserve the right to place order on or more firms with exclusion of the rest without assigning any reasons thereof.

28.3 The firms who quote in cartel are warned that suitable penalize action may be initiated (including debarring from future tenders).

ANNEXURE-I

RATE SCHEDULE FOR THE CONTRACT OF MECHANIZED CARGO HANDLING AND INVENTORY MANAGEMENT AT ICD/TUGHLAKABAD.

The schedule of quantities are only an approximate estimate of the volumes expected and shall not be a basis for any dispute with regard to the rates quoted by the tenderer/contractor or for the alteration of Terms and Conditions, including General Conditions. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities. All taxes and statutory levies would be extra. The rates for Cargo Handling and Inventory Management at ICD/Tughlakabad for various categories of work for different types of cargo are quoted as under:

Rates for Mechanized Cargo Handling and Inventory Management:

	ACTIVITY	SIZE	Approx. Volumes (Per month)	Rate per container	
				Figures (in Rs.)	Words
2.7 : Export Cargo Handling	2.7.1 : ICD Stuffing (Mechanized)	20'	444		
		40'	709		
	2.7.2 : Direct Stuffing (Mechanized)	20'	1		
		40'	1		
	2.7.3.1 : Factory Stuffing (SEAL CUTTING)	20'	43		
		40'	60		
2.7.3.2 : Factory Stuffing (SEAL CUTTING AND CARGO HANDLING (Mechanized)	20'	1			
	40'	1			
2.8 : Import Cargo Handling	2.8.1 ICD De-stuffing (Mechanized)	20'	18		
		40'	155		
	2.8.2 Direct De-stuffing (Mechanized)	20'	127		
		40'	119		
	2.8.3.1 Factory De-stuffing(SEAL CUTTING)	20'	417		
		40'	860		
2.8.3.2 Factory De-stuffing(SEAL CUTTING & CARGO HND)(Mechanized)	20'	134			
	40'	148			
2.9 OUT OF CYCLE	2.9.1 : De-stuffing of containers (Mechanized)	20'	1		
		40'	1		
	2.9.2 : Stuffing of containers(Mechanized)	20'	1		
		40'	1		
	2.9.3 : Direct Transshipment of Cargo (Mechanized)	20'	1		
		40'	1		



	2.9.4 : Loading/unloading of cargo(Mechanized)	Per MT	4		
	2.9.5: Examination of Cargo/Container (Mechanized)	20'	1		
		40'	1		
2.10 : WORK FOR INVENTORY MANAGEMENT OF CARGO (Manual)		Per Container	1105		

Schedule of rate for Reach Truck

Equipment	Quantity	Hiring Charges per Reach Truck per month	
		Figures (in Rs.)	In Words
Reach Truck	3 nos.		



ANNEXURE II

Brief on AI-based CTMS

AI-based Container Terminal Management System (CTMS) is a software implemented in ICD, Tughlakabad, towards transforming and automating terminal operations, with following technological implementations:

1. Internet of Things (IOT) based sensors
2. AI-ML based automation
3. Digital Twin

All the activities at each of the major operational areas, namely Gate, Rake, Yard, Cargo Handling area, warehouse and customs examination are being digitized using a combination of various automation technologies and digital applications.

Additionally, each of the functional areas provide real-time dashboards and reports, enabling better resource utilization with real-time information for CONCOR.

In reference to warehouse management, AI-based CTMS will provide platform towards capturing different warehouse and cargo related parameters, in an automated/ digitized manner.



ANNEXURE III

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 MECHANIZED CARGO HANDLING &
INVENTORY MANAGEMENT CONTRACTOR FOR CONTAINER
CORPORATION OF INDIA LTD AT ICD/TUGHLAKABAD.**

Contract Agreement No. _____

Dated _____

This agreement made this _____ Day of _____ Two Thousand and Twenty 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 SGM/C&O(Area-1) (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 Mechanized Cargo Handling and Inventory Management at **CONCOR Terminal, Tughlakabad, New Delhi** at the rates and under the terms and conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with CONCOR to perform all the operations set forth in the tender 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 tender 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, up to day of, and will observe, fulfil 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 CONCOR.

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

CARGO HANDLING CONTRACTOR

SGM/C&O(AREA-1)
FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA LTD.,



E-Tender Cum Reverse Auction for Mechanized Cargo Handling and Inventory management at ICD/TKD, New Delhi

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.



ANNEXURE-IV

SPECIMEN OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the SGM/C&O(Area-1), having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110076, having agreed to permit M/s _____ (hereinafter called the said Contractor) to handle & managing inventory of cargo mechanically in CONCOR Terminal, Tughlakabad 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 cargo safely in contravention of the terms and conditions in the said agreement.
2. 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 Regional Head, Northern Region, 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.....].
3. 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.
4. 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 three years and six months from the date of issue (whichever is later) 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.
5. 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.
6. 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 tender] 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 bearance, 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.

7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. 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.
9. 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.
10. 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 – V

CONSENT LETTER (FROM OWNERS OF HIRED EQUIPMENT)

“I/We, ----- being the proprietor/partner/director of -----
(proprietorship/partnership firm/company) being the owner of the equipments as per details
given below desires to hire out the following equipments to M/s.-----
who is bidding for the tender for ----- floated
by CONCOR.

S.No.	Equipment	Registration Nos.

NOTE: The supporting documents are required in terms of RC/Invoice etc.

- The equipment mentioned above shall be hired out by us to M/s. -----
(tenderer) for the entire duration of the contract, (contract period of 4 years, extended period
of 1 year and obligatory period of four months) starting from the date of commencement of
the contract, (if awarded by CONCOR to the party).
- We have no objection to the equipment being utilized for handling activities in
CONCOR's terminal at ----- as per instructions of CONCOR.
- I/We hereby agree and undertake that the equipments as offered above will not be
withdrawn for the duration as indicated in para (a) above.

Sd/-
Name of authorized signatory
Signature
Seal of the firm



ANNEXURE – VI

DEPLOYMENT PLAN FOR EQUIPMENT AT ICD/TUGHLAKABAD

In response to your Tender Notice No.-----dated -----inviting offers for ----- contract at ----- (Terminal), I/We -----(name of the firm/company) propose to deploy the equipment asked for in the tender as under:

I. Owned Equipment proposed to be deployed on date of commencement of contract :

S.No.	Equipment	Registration Nos.	Name of the owner

II. Hired/Leased Equipment proposed to be deployed for the entire duration of the contract (including extended and obligatory period).

S.No.	Equipment	Registration Nos.	Name of the owner	Whether consent letter is attached

NOTE :

- 1) The supporting documents are required in terms of RC/Invoice etc. are required for forklifts and Hydra/Sling cranes.
- 2) In case of Reach Trucks, RC/Invoice/Consent Letter/Letter of Undertaking (as per Annexure-IX) on stamp paper of Rs. 100/- is to be submitted.
 - i) The equipment mentioned above meet all the specifications of capacity, make, type, year of manufacture etc. as specified in the tender.
 - ii) We hereby agree to submit our equipment for inspection by CONCOR officials prior to commencement of the contract/within the stipulated period to verify that the equipment meet the specified criteria and that the documents are valid and in order. It is also agreed and understood that in case of delay in positioning of equipment meeting the requisite criteria within the stipulated period, damages would be leviable on us by CONCOR as stipulated in para 4.3 of Chapter III of the tender document.
 - iii) We hereby agree and undertake that the equipments as offered above will not be withdrawn for the duration of the contract as agreed to above.

Sd/-
Name of authorized signatory
Signature
Seal of the firm



ANNEXURE – VII

AFFIDAVIT

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

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

Declaration / Undertaking for submission of signed & stamped copy of tender document on award of LOI.

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

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER



VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/Notary Public.



ANNEXURE – VIII

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) herewith referred to as “The Principal:
..... 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 Bidder(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 process or the execution of the contractor 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 “Guidelines on Indian Agents of Foreign Supplier” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines 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.

II 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 the procedure mentioned in the “Guidelines on Banning or business dealings”.

III. 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.

IV 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/Subcontractor

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity pact, and so 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 subcontracts.
- (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 Subcontract 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 & 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, upto 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 Bidder(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 & 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 & Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & 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 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 & Managing Director, CONCOR.

Section 10 – Other provisions

- 1) This agreement is subject to Indian law. Place of performance and jurisdiction is to 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.
- 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.



*E-Tender Cum Reverse Auction for Mechanized Cargo Handling and
Inventory management at ICD/TKD, New Delhi*

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Office Seal

Office Seal

Place _____

Date _____

Witness 1:

Name & Address _____

Witness 2:

Name & Address _____



ANNEXURE-IX

**PROFORMA TO BE FILLED IN AND SIGNED BY THE TENDERER AND SUBMITTED
ALONG WITH THE TENDER FOR HAVING A RETIRED GAZETTED OFFICER ON
THEIR ROLES**

(PORTIONS NOT APPLICABLE MAY BE DELETED)

- i) The undersigned:-
- (a) is a retired officer holding prior to retirement/resignation a post in Govt of India/State Government/ CONCOR/PSU under ministry of Railways (Specify name of PSU).
 - (b) is a partnership firm having as one of its partners/officers as persons as aforesaid at (a) above.
 - (c) is an incorporated company having any such retired officer/Engineer/Manager stated at (a) above its director/manager/officer.
 - (d) has no such retired Engineer or retired manager associated with it as stated above.
- ii) If failing under any of the above categories (a) to (c), particulars of the officer may be furnished hereunder:-
- (1) Post held before retirement-----
 - (2) Date of retirement _____
 - (3) If not retired at least two years prior to date of submission of tender, state whether permission for taking such employment has been obtained from the officer duly authorized in this behalf-----
- (iii) If the Tenderer or in case of a partnership firm any of its partners or in case of Company, any of its director/manager/officer has a relative or relates employed in managerial capacity in the CONCOR, particulars of such relative in the CONCOR may be furnished here under

- (1) NAME
- (2) DESIGNATION
- (3) NAME OF PSU/STATE/CENTRAL GOVT. ORGANISATION

PLACE:
DATED:

SIGNATURE OF TENDERER
STAMP OF COMPANY



ANNEXURE X

(On Rs. 100/- Stamp Paper)

UNDERTAKING FOR DEPLOYMENT OF REACH TRUCK

- 1) "I / We , ----- being the proprietor / partner/ director of -----
(proprietorship / partnership firm/company) hereby give my consent to deploy Reach Trucks
on owned / hired basis within 28 days from date of issue of LOI."
- 2) "I / We , ----- being the proprietor / partner/ director of -----
(proprietorship / partnership firm/company) hereby give my consent to submit documents
regarding proof of ownership / hire i.e. Registration Certificate / Invoice within 28 days from
date of issue of LOI."

Sd/-
Name of authorized signatory
Signature
Seal of the firm

ANNEXURE XI

CHECK LIST FOR BIDDERS

A. E-Tender cum Reverse Auction for Mechanized Cargo Handling and Inventory Management at ICD/Tughlakabad.”

1. Contains the following documents:

a) EMD of RS.5,00,000/-(Rupees Five Lakhs Only) to be paid through e-payment and the receipt of the same should be scanned and uploaded on the e-tender website www.tenderwizard.com/CCIL as per Chapter-II, para2.

a) **Experience Certificate for cargo handling of 1000 TEUs or 13000 MT in original or self attested copy as stipulated in Chapter II, Para 1.1 in the format specified in Chapter II, Para 1.1.(ii).**

b) Documents indicating ongoing contracts in hand, if any.

c) Self attested Documents regarding financial standing of the firm/company signed by Chartered Accountant as per requirement of Chapter II, Para 1.2.

d) Self attested Documents regarding constitution of the firm/company.

e) Power of Attorney, if required.

f) Self attested copy of the latest Income Tax Return in the name of the bidder or the company or the lead partner in case of a JV.

g) Self attested Copy of Registration of PF and ESI Code.

h) Deployment Plan for Equipment owned/hired as per requirement of Chapter III, Para 3 as per format specified in Annexure V along with consent letter, where required, as per format specified in Annexure IV.

i) Cost of tender document and tender processing fee is to be paid through e-payment and the receipt of the same should be scanned and uploaded on the e-tender website, www.tenderwizard.com/CCIL.

2. Bid validity of 120 days

3. If the existing contractor has submitted the tender 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.

5. In case the bidder is working at any or one of CONCOR terminals in the 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.

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

7. Affidavit/Undertaking for submission of signed & stamped copy of tender document on award of LOI as per format specified in Annexure VI.



8. Integrity Pact Duly signed as per format specified in Annexure VII

B. "Financial Bid" 'must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and duly filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents of Open Tender for Mechanized Cargo Handling and Inventory Management at ICD/TKD.



Annexure XII

List of Terminals under Area I, North of CONCOR.

1. Tughlakabad (Delhi)
2. Moradabad
3. Dadri (Greater Noida)
4. Kanakpura (Jaipur)
5. Bhagat Ki Kothi (Jodhpur)
6. Rawtha Road- Kota (RDT)
7. Phillaur (Ludhiana)
8. Agra East Bank (Agra)
9. Kanpur
10. Malanpur (Gwalior)
11. Dhandharikalan (Ludhiana)
12. Dhappar
13. Khemli (Udaipur)
14. Baddi
15. Kathuwas
16. Pantnagar - JVC- SCICL
17. Ahmadgarh- PLIL
18. MMLP-BARHI
19. CRT/MANDALGARH

For updated list and details kindly check web link for more information
<https://concorindia.co.in/searchr.aspx?id=16>