



Container Corporation of India Limited
(A Govt. of India Undertaking)

TKD Cluster Area-I

E-Tender Document
For

OPERATION AND MANAGEMENT

OF
BUSINESS CENTRE

AT

INLAND CONTAINER DEPOT TUGHLAKABAD,
NEW DELHI

Open Tender Notice No: CON/NR/TKD/C&O/Busi.Cen./2025

Corporate Office: CONCOR Bhawan, C-3 Mathura Road, Opp Apollo Hospital, New Delhi-76
Ph No. 011-41673093-95

Regional Office: NSIC New MDBP Building, 2nd Floor, Okhla Industrial Estate, New
Delhi-110020. Ph No. 011-41222500

Terminal Office: Admin Building, Inland Container Depot, near Tekhand Depot, Tughlakabad, New Delhi-
110020.

TABLE OF CONTENTS

S/N	Description	Reference
	Tender Notice	
	Letter of Submission of E-Tender	
1	Instruction to Tenderer	Chapter-I
2	Tender Conditions	Chapter-II
3	Scope of work	Chapter-III
4	General Conditions	Chapter-IV
5	Schedule of Rates (SOR)	ANNEXURE-I
6	Specimen of agreement	ANNEXURE-II
7	Format of Bank Guarantee	ANNEXURE-III
8	Format For Affidavit	ANNEXURE-IV
9	Bid Security declaration	ANNEXURE-V
10	Check list of bidder	ANNEXURE-VI

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

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

**TENDER NOTICE
(E-TENDERING MODE ONLY)**

1. Online **Open Tender in single bid system for the Contract for Operation and Management of Business Centre at ICD/Tughlakabad, New Delhi** only through E-tendering 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 shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

Tender No.	CON/NR/TKD/C&O/Busi.Cen./2025
Tender Type	Indigenous
Name of Work	Operation and Management of Business Centre at ICD/Tughlakabad, New Delhi
Estimated Rent With GST	Rs. 37,61,047/- (for 3 years)
Earnest Money Deposit	Rs. 75,221/- through e-payment
Contract Period	3 Years
Cost of Tender Document (Non-Refundable)	Rs.1000/- Inclusive of all taxes and duties through e-payment
Tender Processing Fee (Non Refundable)	Rs.3540/-Inclusive of all taxes and duties through e-payment
Date of sale (Online)	From 13.02.2025; 15:00 hrs. to 04.03.2025 upto 16:00 hrs.
Last date & time of submission of tender	Upto 05.03.2025 ; 15:00 hrs.
Date & time of opening of tender	05.03.2025 at 15:30 hrs.

4. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.
5. 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.
6. 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 annual registration charges of Rs.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 submission of bid.
7. The detailed tender document can be viewed from website www.tenderwizard.com/CCIL from 13.02.2025 at 15:00 hrs. to 04.03.2025 upto 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 1:

- (i) Tender Document shall be provided free of cost to Micro & Small Enterprises (MSEs) registered with the nominated agencies.
- (ii) In case of e-tendering, registration amount and tender processing fee will be applicable as per the requirement of e-tender.
- (iii) 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 MSEs.
- (iv) In case MSEs do not provide the above mentioned document, their offer will not be entertained.
- (v) 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.
- (vi) “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”.
- (vii) 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.
- (viii) 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.

(ix) 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.

Note 2: Startup

- (i) Prior turnover/Prior experience will be relaxed by 50% for all Startup (certified by DIPP as per gazette notification dated 11.04.2018) subject to their meeting the quality and technical specifications specified in tender document.
- (ii) For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the Certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

Container Corporation of India Ltd.
(A Govt. of India Undertaking)
Visit us at www.concorindia.co.in

Tender Letter for Submission of E-Tender

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 for Operation & Management of Business Centre at ICD/TKD, New Delhi.

Ref: Open Tender Notice No. CON/NR/TKD/C&O/Busi.Cen./2025 dated **13.02.2025**

In response to your E-Tender cum reverse auction Notice No. CON/NR/TKD/C&O/Busi.Cen./2025 dated **13.02.2025** inviting offers through Open E-Tender **Operation & Management of Business Centre 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...../(Rupees.....Only)** through E payment for this tender for **“Operation & Management of Business Centre 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 fulfils 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 TENDERER

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 (ICDs) at several places in the country. It invites E- tender from eligible parties for Operation and Management of Business Centre at ICD/Tughlakabad. Tenderers must read these instructions before filling the tender.

- 1 Online open tenders in **single packets system** are invited for Operation and Management of Business Centre at ICD/Tughlakabad only through e-tendering mode.
- 2 The Offer should be submitted through e-tendering mode in the website www.tenderwizard.com/CCIL containing Single (Techno Commercial) E-bid.
- 3 Bids are required to be submitted only by online mode through website www.tenderwizard.com/CCIL in single bid. The bid should contain all signed and scanned documents listed at Clause No. 10 of Chapter-I.
- 4 **All the Bids received shall be opened on the date and time mentioned above in the tender notice. The sequence of opening shall be:**
 - 4.1 Earnest Money Deposit(EMD)
 - 4.2 Techno-Commercial Bid

Note: One representative from each bidder shall be authorized and permitted to attend the bid opening.

- 5 **Evaluation of E-Bids:** Bid will be opened in the presence of the bidder/bidders representatives who may choose to attend at the time, date and place specified and the bids accompanied with valid bid security will be taken up for opening of the e-Bid document. At any stage during the evaluation of e-bid.
- 6 **The Bidder quoting highest percentage over and above the fixed License Fees per month will be awarded the contract for operation and management of business center at ICD /Tughlakabad, New Delhi.**
- 7 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.
- 8 Online bids will be opened at Office of Senior General Manager (C&O)-Area-I, North, Container Corporation of India Ltd, NSIC, New Delhi-110020 on 05.03.2025 at 15:30 hours.

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.

- 9 Only online bids will be opened at 15:30 hrs on 05.03.2025. The Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers.
- 10 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.

11 QUALIFICATION CRITERIA :

Bidders are required to submit **duly signed scanned copies** of the following document in the bid.

- 11.1 EMD of Rs. 75,221/- 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.
 - 11.2 Work experience as stipulated in Chapter II.
Note: (Existing Licensees of CONCOR can submit photocopies of Experience certificate issued by CONCOR).
 - 11.3 Documents indicating ongoing contract in hand, if any.
 - 11.4 Document regarding financial standing of the firm/company signed by Chartered Accountant.
 - 11.5 Documents regarding constitution of the bidders' firm.
 - 11.6 Power of Attorney, if required.
 - 11.7 Self-attested Photocopy of latest income tax return in the name of the bidder or the lead partner in case of JV.
 - 11.8 Affidavit/Undertaking for submission of signed & stamped copy of tender document on award of LOI as per format specified in Annexure IV.
12. If the existing Licensee has submitted the tender for the same activity in the same facility, the existing Licensee'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.
 13. In case the bidder is working at any or one of CONCOR terminal 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.

14. 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(C&O)/
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”

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.

CHAPTER-II

GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

TENDER FOR CONTRACT OF OPERATION AND MANAGEMENT OF BUSINESS CENTRE AT INLAND CONTAINER DEPOT TUGHLAKABAD, NEW DELHI.

1. PREAMBLE:

The work tendered is for Operation and Management of Business Centre at ICD/TKD in CONCOR's premises of Inland Container Depot, Tughlakabad, New Delhi as directed by Terminal Manager, Inland Container Depot, Tughlakabad, New Delhi under the overall supervision of Executive Director, Northern Region, Inland Container Depot, Tughlakabad, New Delhi which is under the management of Container Corporation of India Ltd., with Corporate Office at CONCOR BHAWAN, C-3, Mathura Road, New Delhi. The details of work required to be done are described in "**Scope of Work and Terms & Condition governing Contract**" in Chapter-III.

2. BONAFIDE OFFERS :

The Tenderer should be a bonafide entity, as described below:

- a) Having required previous experience as specified in para 4 below.
- b) Having sound financial standing as described in para 5 below.
- c) Meeting all other requisites laid down in this chapter elsewhere.

3. VALIDITY OF OFFER

It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the 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 tenderer modifying / withdrawing the offer or refusing to accept work order or failing to furnish the requisite Security Deposit, the aforesaid amount shall be liable to be forfeited to CONCOR.

4. PREVIOUS EXPERIENCE OF TENDERERS

The tenderer should have experience of having successfully completed, at least one similar work of value Rs. 13,16,366/- or above during financial years 2020-21, 2021-22, 2022-23 & 2023-24 and the current year upto the date of tender submission with CONCOR/Govt./Semi govt./PSU or any reputed firms.

5. FINANCIAL CREDIBILITY OF FIRM

- a. The sum total (arithmetic sum) of tender's turnover/revenue (income) from operations for the last three financial years, 2021-22, 2022-23 & 2023-24 should be of value not less than Rs.33,84,942/- The information shall be supported by CA certificate & Balance sheet and Profit & Loss statements of specified last three financial years.
- b. Audited copies of the Balance Sheets and Profit & Loss Accounts for any two years out of FY 2020-21, 2021-22 and 2022-23 should be duly attached. Unaudited/Provisional Balance Sheet/CA's certificate would be considered for the FY 2023-24.
- c. The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet.

6. CONSTITUTION OF THE FIRM

- 6.1 The tenderers who are the constituents of a Firm, Company, Association/or Society must enclose self-attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit self-attested copy of the certificate of registration along with the documents mentioned earlier.
- 6.2 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.
- 6.3 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in sub-para 6.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/Licensee.

7. STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the site of work i.e. ICD TKD and acquaint himself with all local conditions, means of access to the site of work, nature of work etc.

8. ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Senior General Manager (C&O),Area-I North, Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.

- 8.2 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, the Formal Acceptance of tender will be forwarded to the successful bidder as soon as possible, but the Fax/E-mail/ Express Letter should be deemed to conclude the contract.
- 8.3 The tender document in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 8.5 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.
- 8.6 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of bids. CONCOR also is not bound to give the reasons for such disqualification.

9. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the Senior General Manager/C&O/Area-I/North, New Delhi in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents within ten days of the date of issue of communication from the CONCOR's office and start the work within 15 days of signing of the contract or by the due date stipulated by the Senior General Manager (C&O) Area-I /North, whichever is later. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender and CONCOR might take as per Terms and Conditions stipulated in this document.

SGM/C&O/Area-I/North 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.

10. CONFIDENTIALITY OF TENDER DOCUMENTS

The tenderer shall treat the contents of the tender documents as private and confidential.

11. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any

communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

- 12.** The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the tender terms and conditions. If at any stage, change/modification is noticed in the tender document, tenderer will abide by the original terms and conditions of the tender, failing which, CONCOR reserves the right to reject the tender and / or terminate the contract.

CHAPTER-III

SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

The Container Corporation of India Ltd. (hereinafter, referred to as CONCOR) has under its management a large number of Inland Container Depot (ICDs), Container Freight stations (CFSs) and Container Terminals located in the country. CONCOR's Inland Container Depot at Tughlakabad (hereinafter, referred to as ICD/TKD) is an integrated facility for ISO containers carrying export/import cargo destined for/arriving from various gate way ports.

The scope of work indicated below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern of the work. The scope of work defined hereunder shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions.

Doubts if any, about the interpretation of any of the clause in this document shall be referred to SGM/C&O/Area-I/North whose decision in the matter shall be final and acceptable to the tendered/contractor.

2. Illustrative nature of work required to be done by licensee are as under:

The business Centre will have the following characteristics:

2.1 CONCOR will provide following area for Business Centre:

S.No.	Terminal	Area in Sq. Mtrs. (approx.)
1.	ICD/Tughlakabad	15*

* The space mentioned above may increase or decrease as per mutual agreement. The area mentioned above 15 sqm. at Administrative Building.

The successful bidder should install following equipment in the premises:

1. Computer system for Scanning and Job work,
2. Computer System to be used as an Internet Café,
3. Photocopy Machine- Sufficient in numbers

No electric equipment should be installed in the business center without prior approval of the Terminal Manager, ICD/TKD except the equipment mentioned above. All electrical fittings should be done by authorized/licensed electrician only under the

supervision of CONCOR's Technical Department (Electrical). Fixation of inverters/generators will not be allowed. However, CONCOR reserves the right to allow such fittings on case to case basis, as deemed fit.

- 2.2 ELECTRICITY CHARGES:** Electricity connection shall be provided by the CONCOR & Electricity charges shall be payable extra as per consumption within 7 days of the presentation of each periodical bill in respect of the said premises. The Licensee has to install his own energy meter and pay electricity charges at the prevailing rates. In case of non-installation of electricity meter an additional amount of Rs. 1,000/- per month will be charged towards electricity connection/meter charges apart from usual electricity charges as per electricity unit consumption through periodic bills. If the licensee fails to pay the same within the above said period, the licensor shall have every right to disconnect the electricity connection, without prejudice to either remedies which may be available to the licensor.
- 2.3** Business Centre shall be kept open in the premises for the use and benefit of the customers/users of ICD/TKD at least for such hours as may be fixed by CONCOR.
- 2.4** Business Centre will provide following services at the rate approved by CONCOR:
1. Photocopy: Photocopier machines having facility of reducing/ enlarging of photocopy, one should have colored photocopy facility Also are required to be kept by the Licensee)
 2. Job Work and scanning through Computer
 3. Internet Cafe,
- a)** The licensee will be required to provide the all above facilities in the business center.
- b)** If the licensee failed to provide all facilities mentioned in para 2.4 of Chapter-III, it will be treated as unsatisfactory performance for which CONCOR may impose damages up to Rs. 2,000/- on the licensee.
- c)** The Licensee will also be required to keep, the premises and its immediate surroundings area neat/clean and tidy. The premises and its immediate surroundings should be well maintained and the Licensee shall provide adequate number of waste bins and also arrange to dispose-off the garbage properly.
- d)** All equipment's related to the series mentioned in para 2.4 of Chapter-III should be in good working conditions.

However, in case the Licensee wants to offer additional services, they may submit a written request to this effect to the SGM/C&O/Area-I/North through Terminal Manager/TKD, who may approve them in normal course unless the services are objectionable and likely to create problems to the functioning of ICD/TKD & also any services of organization is felt necessary, the licensee will be required to provide the same in such business centers within a scheduled time fixed by CONCOR.

3. FINANCIAL TERMS AND CONDITIONS:

- 3.1 The space provided for business center at ICD/TKD premises will be on a monthly License fee to be quoted by the bidder as per Schedule of License Fee Annexure-I. The license fee will be increased by 10% at the end of every year i.e after every 12 months. Extra space if allotted in future will be charged on pro-rata basis. The License Fee shall be payable by 7th of every month in advance by means of Demand draft/Cheque in favour of “Container Corporation of India Ltd.” payable at New Delhi. In case of failure or delay in payment interest will be charged @ 18% per annum (Simple interest) for the delayed period.
- 3.2 The monthly License Fees plus Service Tax at the rates as applicable from time to time for the space provided for running the Business Centre offered by the licensee and accepted by CONCOR, will have to be paid in advance either in the beginning of the month before 7th of the month or in advance for 12 months at the time of making agreements & before commencing of the contract, as desired by CONCOR authorities through demand draft or banker’s cheque.

4. PERIOD OF LICENSE:

License for operating the Business Centre will be awarded for a period of 36 months (3 years). Extra space, if allotted in future, will be charged on prorata basis. However, it will be obligatory on the part of contractor to continue to work at 10% increased rates in the rates on the last date of the contract even beyond contract period for at least 4 (four) months or till the new contract is finalized, whichever is earlier.

5. SECURITY DEPOSIT:

- 5.1 The successful tenderer will be required to furnish a security deposit of 5% of awarded contract value towards successful performance under this Contract within ten days from the date of communication of award of contract in his favour by CONCOR. The security deposit may be submitted in any of the following forms with validity upto 4 months beyond the expiry of the period of contract:
- (i) Bank guarantee of state Bank of India or any nationalized bank in the proforma approved by CONCOR.
 - (ii) 12 years National Savings Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR in prescribed forms.
 - (iii) a. 12 years National defence Certificate at the surrender value.
b. 10 years Defence deposit at the surrender value.
c. State loan bonds.
 - (iv) Demand draft/pay orders.

NOTES:

1. Govt. securities (stock certificates, bearer bond, promissory notes, cash certificates, etc.) will not be accepted.

2. The National Savings/Defence certificates as referred to in para 5.1 (ii) and (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.
 3. No interest shall be allowed or paid on the security deposit.
- 5.2 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 ten days of the date of issue of the letter of intent.
- 5.3 The tender accepting Authority, CONCOR may at his discretion, increase the amount of security deposit, mentioned above, proportionate to the increase in the area of the Business Centre, but not exceeding 50% of original security deposit. The decision of the Competent Authority/SGM/C&O/Area-I/North, CONCOR, with regard to the area of Business Centre and the value of the security deposit shall be final and will be binding on the contractor.
- 5.4 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 and in performance of the terms and conditions of this contract or 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 security deposit within fifteen days of the date demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 5.5 The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, leading to premature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.
- 6. REFUND OF SECURITY DEPOSIT:**
- 6.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the Licensee within four calendar months, after termination of the contract and on issuance of "No Dues Certificate" by the Terminal Manager/TKD.
- 6.2 In the event of any dispute arising between CONCOR and Licensee 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 Licensee singly or jointly with others and CONCOR, CONCOR 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

sufficient until the dispute is settled and determined. The Licensee shall have no claim for compensation or otherwise for any such detention made by CONCOR.

7. OBLIGATION AND RIGHTS OF THE CONCOR:

- 7.1 CONCOR will provide space on “as is where is basis” and free from all encumbrances to the licensee on leave and licensee basis. The possession and control of ICD/TKD including the licensed premises shall be of CONCOR throughout and it is clearly understood that the licensee shall not have any right to exclusive possession of the licensed premises at any time.
- 7.2 CONCOR will arrange to provide access to the premises to the staff and workers of the licensee and same would be regulated through photo identity card after due verification from time to time.
- 7.3 The licensor shall at all times bear all taxes imposed by local/state/central Govt., property tax with respect to the Business Centre as may be demanded by any competent/local authority.

8. OBLIGATION AND RIGHTS OF THE LICENSEE:

- 8.1 Licensee will maintain and operate the Business Centre and will have the right of user only on leave and license basis.
- 8.2 Licensee would pay the required charges for utilization of electricity, conservancy and other applicable municipal and other taxes, if applicable, on actual.
- 8.3 The licensee will bear the cost, throughout the term of the license for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the negligence of the licensee or failure to perform its obligation under the agreement.
- 8.4 The licensee shall display in a conspicuous place the approved rate list of services. Collection of higher rate will be deemed as unsatisfactory performance and dealt with clause no.- 12.
- 8.5 Licensee will obtain various licenses/permission as and when required as per the local regulation. In case of any offence on the licensed premises licensee will be solely responsible for its penalty and consequences.
- 8.6 The licensee at his own cost will arrange for maintenance and upkeep of the Business Centre.
- 8.7 Licensee shall exhibit a complaint & suggestion register at a conspicuous place, which should be made available for the inspection of CONCOR or any other person authorized by the CONCOR.

- 8.8** Licensee will be responsible for compliance with applicable laws and registration/ approval from statutory authority, if required.
- 8.9** All agreements and dealings would be conducted between the CONCOR and the Licensee.
- 8.10** All stocks, furniture and fixtures and all other assets installed by the licensee at the Business Centre shall always remain the property of licensee. The licensee shall be entitled during the period of license to bring and/or remove his stock, furniture, fixtures and other assets into and from the business following security checks.
- 8.11** The licensee shall have the right to renovate, refurnish, decorate, paint, furniture, partition, false ceilings etc. required in the interests of its business operations, without changing the basic building structure.
- 8.12** The licensee shall comply with any other instructions issued by CONCOR from time to time within a reasonable time, as may be necessary to ensure better services.
- 8.13** The licensee shall not in any capacity employ any person of bad character or any persons, whose antecedents have not been investigated by the police authorities and shall issue an appointment certificate (signed by the licensee), which shall contain a photograph of the employee specifying the employee's name, father's name, address and the place at which employed with his or her left/right hand thumb impression/signature affixed thereon in printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the licensee.
- 8.14** The licensee shall not sub-license or sublet the operations to any other operator. Such subletting or sub licensing in any form will tantamount of the breach of terms and conditions of the license and therefore CONCOR shall terminate a debarred the licensee from participating in future duly forfeiting the security deposit/license fee.
- 8.15** Upon the expiration of this agreement or its earlier termination in accordance with the terms & conditions, obligation thereof the licensee shall remove themselves from the CONCOR premises together with all his belongings and effects and shall deliver vacant position of the premises to CONCOR.
- 8.16** The licensee has a bare permission only to run Business Centre in case CONCOR premises during the contract period and nothing contained in this document shall be construed as demise in law of the said CONCOR premises or any part thereof and shall not give any legal title or interest to the licensee.
- 8.17** The Business Centre will be used predominantly by the officials of CONCOR and Customs authority, shipping Lines, Customs house Agents, Surveyor, Road Transportation Companies, Contractors as well as visitors of the said offices housed in the complex.

8.18 The licensee shall not use the licensed premises, designated parking space or access ways in such a way so as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the other persons or adjoining or neighboring property or to the owners, occupiers or users of such adjoining premises.

8.19 SAFETY: The Licensee shall take adequate precautions and install in the business center premises the required number of firefighting equipments and also train his staff to act appropriately to minimize the damage in case of any mishap. On the other hand, the Licensee shall also indemnify CONCOR against loss/damage to CONCOR/third party property as a result of any mishap in the premises of the business center in the premises of ICD/TKD, CONCOR shall not be responsible for any loss damage to Licensee's property.

9. CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSEE:

9.1 Successful bidder would be given 10 days time from the date of issue of the letter of award of license for payment of the require security deposit to CONCOR.

9.2 The successful bidder shall be required to execute an agreement within 10 days of issue of letter of award on adequate non-judicial stamp paper at his cost before taking over the possession of the site. Till then the letter of award of license would be the binding agreement between CONCOR and the licensee.

9.3 The licensee will commence the business center within 21 days from the issue of LOI. The monthly rental will commence from the date of commencement of the Business Centre.

9.4 The licensee shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/injuries to any other person or damages to property belonging to CONCOR (while operating in the premises of CONCOR), whether in his possession or not, through negligence, misconduct, default or 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 Security Deposit or Bank Guarantee/FDR under this or any other contract of the contractor with CONCOR for any other place/location.

9.5 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.

9.6 The persons engaged by licensee shall be treated as Licensee's own employees and they will claim no privileges from CONCOR. The Licensee will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behavior.

9.7 The Licensee will have to furnish an attachment showing the names and wages of all the

employees engaged and working with the Licensee in the Business Centre at CONCOR administration building, ICD/Tughlakabad every month changes, if any be communicated to CONCOR.

- 9.8** The antecedent of the employees engaged for Business Centre must be verified and investigated by the Police prior to their appointment. The copy of such investigation report from police must be provided to the CONCOR without fail. The expenses for such verification etc. are to be borne by the Licensee and CONCOR will not pay anything towards such expenses.

10. EVENTS OF DEFAULT & TERMINATION:

- 10.1** If the licensee shall omit to perform and observe any of the terms, conditions, obligations, herein contained which by this agreement are to be observed and performed by the licensee, then it shall be lawful for the CONCOR any time thereafter to terminate the license agreement and forfeit the security deposit subject to the having given to licensee 7 (Seven) days prior notice in writing to remedy or make good such breach and in spite of such notice the licensee having failed to remedy the breach. Upon termination of this license agreement as aforesaid the licensee shall take away its entire belongings and effects and vacate the said space peacefully and shall deliver to the CONCOR within a given time frame. CONCOR may initiate process for termination of license and forfeiture of security deposit in the following event of default:

- Breach of any of the terms or conditions or obligations of license on part of licensee.
- Any major material alteration in the structure without the authorization of CONCOR and or competent authority.
- The licensee being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the licensee.
- Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreements.
- Closure of business by Licensee without prior approval by CONCOR.
- Failure to adhere to any of the due dates of payment specified in schedule of payment.
- CONCOR at their discretion may call for any record to satisfy them regarding operation of Business Centre and licensee will provide every help failing which it may amount to breach of condition of the license.

11. SPECIAL CONDITIONS:

- 11.1** The Business Centre shall be opened during office hours on all working days. The working hours will be specified by the CONCOR in due course. The business Centre will also function on Saturdays and remain closed on SUNDAYS and other holidays.

In normal course, the working hours will be from 10:00 AM to 10:00 PM. However, CONCOR reserves right to increase or change or to open the business center in night also.

- 11.2** CONCOR authorizes personnel shall have every right to search the licensee's employees at any time/while going out of the office, ICD Complex premises without prejudice and there shall be no grievances expressed/felt on this account either by licensee or his employees.
- 11.3** CONCOR will have every right to inspect and oversee functioning of Business Centre with a view to ensure fulfillment of terms and conditions of this contract. Any instructions issued by the Inspecting Authority should be compiled immediately and compliance report be submitted to the CONCOR authorities. In case of repeated failures or serious lacuna noticed on account of the licensee, Terminal will have right to impose fine/penalty which may extend to Rs. 1,000/- per instance at one time for such lapses which should be paid immediately by the licensee.
- 11.4** The licensee can prefer an appeal to CONCOR on the fine/penalty/damages and SGM/C&O/Area-I/North may waiver depending on circumstances of each case. This will in no way establish a right on the licensee for waiver. However, SGM/C&O/Area-I/North, CONCOR is the person who shall be empowered to consider waiver of penalties/damages on any account either in part or in full at his sole discretion. 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.
- 11.5** It will be obligatory to keep a fire extinguisher in serviceable order to for use during emergency.
- 11.6** The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities as required under law.

12. UNSATISFACTORY SERVICES/PERFORMANCE:

- 12.1** In case of unsatisfactory performance/complaints due to services rendered or behavior of the contractor with the users is brought to the notice of CONCOR officials, a damages of upto **Rs. 2,000/- (Rupees two thousand only)** per case will be levied by CONCOR.
- 12.2** The photocopy machine should not be down for more than two days in a month as there is usually urgent requirement of photocopying by the users of ICD/Tughlakabad, New Delhi. In case the licensee does not comply with these requirements CONCOR shall be at a liberty to damages of upto **Rs. 3,000/- (Rupees Three Thousand only)** on the Licensee.
- 12.3** The licensee will be required to keep the premises and its immediate surroundings neat and clean and tidy. The premises and its immediate surroundings should be well maintained and the Licensee shall provide for adequate number of waste bins and also arrange to dispose off the garbage properly. No littering shall be allowed. Similarly, the equipment and other items shall be kept clean and in the working condition. If it is found

to be unsatisfactory a damages of upto **Rs. 3,000/- (Rupees Three Thousand only)** shall be leviable on the contractor.

12.4 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR, it shall be open to CONCOR to terminate this contract by giving thirty days notice. In the event of such termination of the contract CONCOR shall be entitled

- (i) To forfeit the security deposit of the Licensee as it may consider fit,
- (ii) To operate the work at the risk and cost of Licensee,
- (iii) To recover from the Licensee for loss of property/damages which CONCOR may sustain as a consequences of such action.

13. ARBITRATION:

13.1 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.

13.2 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.

13.3 Once the contractor has been paid his security deposit and has been returned his bank guarantee by CONCOR it shall be treated that the contract is over and no disputes shall be entertained after that.

14. CONCOR reserves right to shift the existing space by providing an alternate space in the premises of CONCOR.

15. 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.

16. NOTICES ETC.

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

17. DEATH OF 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 sole or original party/parties hereto.

18. GENERAL:

Any clarification in regard to the intent or interpretation of any of the provisions of these terms and conditions shall be sought from the Tender Accepting Authority, CONCOR, whose decision in the matter shall be final and binding on the contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Tender Accepting Authority CONCOR, whose decision will be final and binding on the contractor.

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. Operation & Management of Business Centre at ICD/TKD, 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 Licensee.
- 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 Licensee.
 - 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 destuffing of containers.

- 1.10 Licensee: Licensee 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 : Goods and Services Tax, Cess Tax, Value Added Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), 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. CHANGE IN BUSINESS PATTERN:

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

3. JOINT PROCEDURE ORDER

Terminal Manager of ICD/TKD and Licensee 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 licensee shall notify CONCOR about the condition of vehicles / equipment in the format specified by CONCOR.

4. DEBARRING OF BUSINESS DEALINGS

- 4.1 In the event of premature termination of contract in terms of provisions of clause 27.2 Ch.III above, CONCOR shall also be entitled to Debar the Licensee from participation in future tenders of CONCOR for a period as deemed fit ranging from one (01) to three (03) years.
- 4.2 Further, in case if it comes to the notice of CONCOR that the bidder/licensee 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 Licensee for a period

ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 27.2 to 27.4 in Ch.III above (Termination of contract) will become applicable.

5. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the CONCOR nor the Licensee 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.

6. SUBLETTING NOT ALLOWED

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

7. DEATH OF THE LICENSEE

No alteration by death, resignation, addition or otherwise for or to the Licensee or the partners constituting the Licensee’s firm shall vitiate or affect this contract but the licensee’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.

8. CARTEL FORMATION

- 8.1 The Tenderers are expected to quote most competitive price freely.
- 8.2 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.
- 8.3 The firms who quote in cartel are warned that suitable penalize action may be initiated (including debarring from future tenders).

ANNEXURE-I

SCHEDULE OF LICENSE FEES

The Bidder quoting highest percentage over and above the fixed License Fees will be awarded the contract for Management & Operation of Business Centre at ICD Tughlakabad.

ACTIVITY	AREA	MONTHLY FIXED LICENSE FEE	RATES TO BE QUOTED IN PERCENTAGE (%) OVER AND ABOVE FIXED LICENSE FEE	
			FIGURES	WORDS
Total Amount for Operation and Management of Business Centre at ICD, TKD, New Delhi.	Approx. 15 Sq.Mts.	Rs. /- (RUPEES ONLY)		

Note: Statutory Levies, Goods and Services Tax as applicable shall be payable to CONCOR as extra.

ANNEXURE-II

AGREEMENT FOR OPERATION AND MANAGEMENT OF BUSINESS CENTRE AT INLAND CONTAINER DEPOT, TUGHLAKABAD, NEW DELHI.

An agreement made this -----day of -----, Two thousand and Twenty One between Container Corporation of India LTD., with Registered office at NSIC New MDBP Building, 2nd Floor, Okhla Industrial Estate, New Delhi-110020 (A Govt. of India Undertaking) represented herein by the Senior General Manager/C&O/Area-I-North (hereinafter called CONCOR) of the one part AND ----- (here after called the "Contractor" which expression shall be deemed to include his/their respective heirs, executors, administration, legal representatives, successors and assignees) of the OTHER PART for the purpose of Operation and Management of Business Centre at Inland Container Depot, Tughlakabad at the rates and under the conditions specified in the schedule annexed.

Whereas the contractor has agreed with CONCOR for Operation and Management of Business Centre at Inland Container Depot, Tughlakabad, New Delhi upon the terms and conditions governing contract annexed.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

- a) The estimated value of the contract awarded for 03 Years is Rs. _____ including GST
- b) The CONCOR's Letter of Intent (LOI), _____ dated _____
- c) Security Deposit in the form of _____ (Name of Instrument) in favour of CONCOR, amounting to Rs..... vide _____ No..... dated..... issued byBank

The agency shall duly perform the said operations in the said schedule 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 carry out the work in accordance with the terms and conditions of this contract w.e.f. ----- up to ----- and will observe, fulfill and honor all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and the agency hereby agree that it shall observes and honor the said terms and conditions of contract and shall pay to CONCOR for the premises provided by CONCOR, the amount due in respect thereof at the rates specified in the schedule here to annexed and shall abide by all other terms and conditions as mentioned in the tender document.

The cost of stamp duty, if any due on this contract shall be borne by the contractor.

IN WITNESS THEREOF, the said parties have herewith set their hands the day and year first above written.

CONTRACTOR

**SENIOR GENERALMANAGER
(C&O)/Area-I North**

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

WITNESS

(NAME, SIGNATURE & ADDRESS)

1.

2.

WITNESS

(NAME, SIGNATURE & ADDRESS)

1.....

2.

ANNEXURE-III

SPECIMEN OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Senior General Manager, Area-I, North having its registered office at NSIC, New MDBP Building, 2nd Floor, Okhla Industrial Estate, New Delhi-110020, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to **Operation and Management of Business Centre at ICD/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 carry out the work 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 SGM/C&O/Area-I/North, 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 3 years 10 month 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 “**Contract for Operation and Management of Business Centre at ICD/Tughlakabad**” 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 [`].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

ANNEXURE – IV

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 PO /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 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 P.O/ 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, 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 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-V

BID SECURITY DECLARATION

EMD EXEMPTION

I/We hereby understand and accept that if I/We withdraw or amends impairs or derogates from the tender in any respect or modify my/our bids during the period of validity, or if I/We are awarded the contract and on being called upon to sign the contract agreement & submit the performance security/security deposit, fail to sign the contract agreement within & fails to submit the performance security/ security deposit before the deadline defined in the bid document/ Notice Inviting Tender, I/We shall be debarred for a period of 12 (Twelve) months, all tenders for all kinds of procurement viz. Goods, Consultancy, Works, non-consulting services etc. issued by CONCOR published during this period. I/We also know that we shall also be debarred from participating in re-tender for that work.

ANNEXURE- VI

CHECK LIST FOR BIDDERS

A. “All bids in e-bid cover must be submitted through e-tendering mode only for the Contract for **“Operation and Management of Business Centre at ICD/Tughlakabad”**”.

1. Contains the following documents: -

1. Letter of Submission of Tender,
2. Earnest Money Deposit
3. Bid Security declaration as per Annexure –V
4. Detailed list indicating documents/statements submitted as part of the bid,
5. Experience Certificate for prescribed volumes and years for similar type of works in original or notary attested,
6. Documents indicating ongoing contracts in hand for similar type of work, if any,
7. Documents regarding financial standing of the firm/company
8. Documents regarding constitution of firm/company,
9. Power of Attorney, if required,
10. Photocopy of the latest Income Tax Return/copy of PAN,
11. Affidavit/Undertaking for submission of signed & stamped copy of tender document on award of LOI as per format specified in Annexure IV.
12. The Schedule of Rates given at Annexure –I duly filled and signed by the tenderer in which

All the documents above should be signed and stamped.

2. Bid validity of 120 days.

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

4. 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. Financial Bid:

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 duly filled up and uploaded to the e-tendering site using Digital Signature for signing the documents for the Bid for Operation and Management of Business centre at ICD/Tughlakabad.