

CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Think Container, Think CONCOR



TENDER FOR HIRING OF ONE TATA INDICA/ SIMILAR VEHICLE ON MONTHLY BASIS FOR CM- PITHAMPUR.

TENDER DOCUMENT PRICE: RS 1000/- + (GST @12%)

Ref. No.: CON/ WR/ ADMIN/VEH/16/2017

TENDER FOR HIRING OF ONE TATA INDICA /SIMILAR VEHICLE ON MONTHLY BASIS FOR CM-PITHAMPUR.

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

4. DATE OF SALE OF TENDER DOCUMENTS : **FROM 09/08/2017 TO 29/08/2017**
5. DATE & TIME FOR SUBMISSION OF TENDER : **30/08/2017 up to 1500 hrs.**
6. TENDER WILL BE OPENED ON/AT : **30/08/2017 at 1530 hrs.**
7. ADDRESS FOR SUBMISSION AND OPENING : **O/o CHIEF GENERAL MANAGER,
5TH Floor,New Administrative
Building,C.Rly,.D.N.Road,Fort,Mum
bai-400001.**

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

Note: Tenderers may download the tender document from our web site www.concorindia.co.in and same may be submitted along with DD for Rs. 1,120/-, the cost of tender document, by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.

Declaration form to be submitted by the tenderers
For deployment of ONE TATA INDICA /SIMILAR VEHICLE on monthly basis for CM-
PITHAMPUR. (12 hrs per Day & 2600 Kms per Month).

(Strike off whichever is not applicable)

- A. I possess a suitable vehicle of specified make at present. **(Yes / No)**

(In case of 'Yes' the detail as mentioned below, pertaining to the Vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

Sr.No.	Particulars	
1.	Name of the Registered Owner	
2.	Registered No. / Vehicle No.	
3.	Date of Registration	
4.	Registration valid up to	
5.	Proof of registration under "Taxi Quota"	
6.	Year of Manufacture	
7.	Manufacturing by (Company)	
8.	Make	
9.	Chassis No.	
10.	Engine No.	
11.	Tax paid up to	
12.	Name of Insurance Company with which the Car is Insured	
13.	Date of Insurance	
14.	Insurance valid up to	
15.	Others	

- B. I intend to purchase _____(Specify Type/Make/Model) vehicle **(manufacturing year as specified in the tender document)** within 30 days of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proofs pertaining to the Vehicle as desired by The Chief General Manager, CONCOR, Mumbai.

(Yes / No)

Note:- (1) It is mandatory for the bidder to opt for either of the above mentioned two options (A or B).
(2) In case of Option B, the bidder needs to specify the details of the vehicle intended to be purchased.
Failing (1) and (2) above, the bid will not be considered.

(Signature of tenderer)

Page 3 of 18

CONCOR
MUMBAI REGIONAL OFFICE
TENDER LETTER

Tender Notice no:- CON/WR/ADMIN/VEH/16/2017

Dear Sir,

We are pleased to invite your offer for the purpose of hiring of ONE TATA INDICA /SIMILAR VEHICLE ON MONTHLY BASIS FOR CM-PITHAMPUR (Monthly limit in Kms is 12 hrs per day and 2600 Kms per month) for a period of 2 years. The year of manufacturing of the vehicle shall be July 2016 or later.

This tender document consists of a total of eighteen pages. While buying this document you should ensure that all the pages are intact.

The offer should be submitted in two separate envelopes; "Envelope-A" (pre qualification bid) and "Envelope-B" (financial bid). The agency shall also return this tender document duly signed and stamped along with its offer in "Envelope-A". Financial bid as per Annexure-II shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope super scribed as **"TENDER FOR HIRING OF ONE TATA INDICA /SIMILAR VEHICLE ON MONTHLY BASIS FOR CM-PITHAMPUR"**. **The tenders will be opened on 30.08.2017 at 15:30 hrs.** Only the Pre-qualification bids in "Envelope-A" will be opened on **30.08.2017 at 15:30 hrs.**

*Tender must be enclosed in a sealed cover, superscripted " Tender No._____and name of work_____ " and must be sent by registered post/courier to the address of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5TH Floor,New Administrative Building, C.Rly, D.N.Road, Fort,Mumbai-400001.,** so as to reach the nominated office not later than 1500 hrs on the date 30.08.2017 of submission or deposited in the special tender box allotted for the purpose in the office of **CHIEF GENERAL MANAGER.** This special tender box will be sealed at 1500 hrs on 30.08.2017. The tender will be opened at 15:30 hours on the same day. The tender papers will not be sold after 1700 hrs on 29.08.2017. Any tender received after specified date and time of submission of tender shall be summarily rejected.*

The Earnest money deposit (EMD) is worth Rs. 28,300/- (Rupees Twenty Eight thousand three hundred only) and is required to be deposited along with the submission of tender in the form of a demand draft as described subsequently in the tender document.

All the provisions, instructions, and terms & conditions mentioned in this tender document shall be binding on the successful tenderer. In case of refusal on his part to sign the agreement with CONCOR under the terms & Conditions of this contract the EMD shall be liable to be forfeited.

CONCOR reserves the right to accept or reject any/all offers, without assigning any reasons thereof, and/or to amend the terms and conditions at any stage of contract. 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 clarification sought should not change the basic bid submitted by the bidder.

(Note: Clarification can be sought by the convener of the TEC or his representative, if the TEC so deliberates. There would be no need to refer the case to Tender Accepting Authority for this.)

(Signature of tenderer)

Page 4 of 18

You are advised to see that the tender documents are submitted after full consideration and understanding of the work envisaged under this contract.

Thanking you,

Yours faithfully,

for and on behalf of Container Corporation of India Ltd.

Chief General Manager

INSTRUCTIONS TO THE TENDERERS
&
TERMS & CONDITIONS GOVERNING THIS CONTRACT

1. **PREAMBLE**

CONCOR (Container Corporation of India Ltd.) is a Public Sector Undertaking under the Ministry of Railways with its main objective of being a catalyst for promoting containerization and to give boost to India's International and internal trade and commerce by organized multimodal logistics support. It has an ICD located at Pithampur, Madhya Pradesh.

2. **SCOPE OF WORK**

It is proposed to hire ONE TATA INDICA /SIMILAR VEHICLE on monthly basis for CM-PITHAMPUR, for a period of 2 years. The details of the Vehicle and its deployment shall be as below:-

Sr. No	UNIT	Vehicle Required	Year of Manufacture	Monthly Limit
1	CONCOR-ICD PITHAMPUR	ONE TATA Indica /Similar Vehicle on monthly basis for CM-PITHAMPUR	July 2016 or later	12 hours a day and 2600 kms a month

2.1 **Route of the Vehicle:**

The Vehicle will normally be used from and to ICD, Pithampur. The route of the Vehicle will normally be as mentioned above, however, the same may be used for outstation duties outside Pithampur or it may change as per the instructions of the CONCOR officials and same will be binding upon the contractor. No separate payout on account of the same shall be admissible. The monthly remuneration payable for the vehicle will be for a kilometerage as specified above in any calendar month. Beyond the specified kilometers, the contractor will be paid on a per kilometer rate which will not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Likewise, beyond the specified hrs of use per day, the contractor will be paid a hourly rate for each hour of extra use. **The Vehicle may be required to be deployed on Sundays and holidays. However no extra payment will be made for such usage.** CONCOR shall not be responsible for any loss or damage for the vehicle and person engaged by the agency.

3. **TENURE OF THE CONTRACT**

3.1 At the initial stage, the contract shall be awarded for a period of two years from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by one more year on mutually agreed rates, terms and conditions.

- 3.2 It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period of 2 years or 2 + 1 years; for at least four months or till the new contract is finalized, whichever is earlier.
- 3.3 CONCOR reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice. In the event the contract is terminated by CONCOR before the completion of the initial period of 2 years for reasons of unsatisfactory performance or breach of contractual conditions, the full security Deposit of the contractor shall be liable to be forfeited. However, in case of part termination, only proportionate Security Deposit will be forfeited.

4. **ELIGIBILITY CRITERIA:**

The tender must be accompanied by the following documents towards **pre-qualification bid** enclosed in **Envelope "A"** (Sealed) failing which the bid will be deemed ineligible and technically invalid:-

- 4.1 GSTN Number Registration.
- 4.2 Satisfactory proof of owning the required Vehicle of specified make / model OR undertaking to purchase the vehicle in his own name within 30 days of award of contract.
- 4.3 EMD of Rs. 28,300/- as mentioned below in para 5.
- 4.4 Attested copy of registration certificate including proof of ownership & proof of Taxi quota for proposed Vehicle as declared in Part A of Page 3.
- 4.5 Certificate of Insurance for proposed vehicle as declared in Part A of Page 3.
- 4.6 Attested copy of registration certificate. (Any of the following)
- i) Under shops & establishment act in case of proprietary concern.
- ii) Under partnership act; attested copy of partnership deed duly signed by all partners in case of partnership firm.
- iii) Under companies act, attested copy of AOA/MOA in case of company.
- 4.7 Proof of at least 2 years experience of running a travel business in Govt/PSU/any reputed organization.
- 4.8 Copy of PAN number.
- 4.9 Minimum fleet of 4 vehicles in its (tenderer's) name in running business and should submit satisfactory proof of the same (copy of RC).
- 4.10 If the existing contractor of CONCOR has submitted the tender, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from all the terminals where he is currently rendering its services. In case, if his bid is not accompanied with the above mentioned satisfactory performance report, it will not be considered.
- 4.11 Tender document fee of Rs. 1,120/- by way of Demand Draft in favour of "Container Corporation of India Ltd., payable at Mumbai.

Note:- Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD). **(A)** MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME as indicated below along with the bid.

(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) Udyog Aadhar (viii) Any other body specified by Ministry of MSME.

(B) The MSEs must also indicate the terminal validity date of their registration. 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. Failing (A) & (B) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

5. **EARNEST MONEY DEPOSIT (EMD)**

Each tenderer shall be required to deposit a sum of **Rs. 28,300/- (Rupees Twenty Eight thousand three hundred only)** as earnest money in the form of a crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of three months from the date of issue. Applications received without EMD shall not be considered for the purpose of this tender. This amount of EMD will be refunded to the non-successful tenderers after finalization of the contract. No interest shall be allowed on the earnest money deposited.

6. **SECURITY DEPOSIT**

6.1 The Contractor shall be required to furnish a Security Deposit equivalent to 5% of contract value (i.e. for a contract period of two years) towards successful performance under this contract **within ten days** from the date of communication of award of contract in his favour by CONCOR. No interest shall be payable by CONCOR on the security deposit. Security deposit shall be payable either in the form of Bank Demand Draft in favour of "Container Corporation of India Ltd." payable at Mumbai or by way of Bank Guarantee from the scheduled bank. If the Security Deposit is submitted by way of Bank Guarantee, the same should be valid for initial period of 2 years plus obligatory period of 4 months. No interest shall be payable by CONCOR on the security deposit.

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

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

7. **REFUND OF SECURITY DEPOSIT**

The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within three calendar months after the termination of contract and on issuance of "No Dues" certificate by the terminal. However, if there is a delay, the contractor shall not be entitled to any interest.

8. **COMPLETION/SUBMISSION OF TENDER DOCUMENT**

8.1 Each page of the tender document should be signed and dated by the tenderers or such person(s) on his behalf as is legally authorized to sign for and on his behalf.

8.2 Incomplete or conditional tenders or tenders containing omissions or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

8.3 The tender form complete in all respects should be placed in a sealed envelope super scribing **"Tender for hiring of ONE TATA INDICA /SIMILAR VEHICLE on monthly basis for CM-PITHAMPUR"**. The tenders duly completed must reach the designated office of **Chief General Manager, CONTAINER CORPORATION OF INDIA LIMITED, 5TH Floor, New Administrative Building, C.Rly, D.N.Road, Fort, Mumbai-400001. before 15:00 hrs** on or before **30.08.2017** . The responsibility to ensure reaching of the completed tender forms at the above address shall be that of the tenderer. The tenders i.e. "Envelope- A" containing tender form duly signed and stamped on each page and pre-qualification bids will only be opened on the same day at **15:30 hours**. Any tender received after specified date and time of submission of tender shall be summarily rejected. The pre-qualification bids will be evaluated as per the criteria laid down by CONCOR to determine the suitability of the tenderers. The envelopes containing "Financial bids" of only those tenderers, who qualify after consideration of the "Pre-Qualification bids" will be opened on a later date and time, which will be communicated to the qualified tenderers.

8.4 Tenderers may download the tender document from our web site (www.concorindia.co.in) and same may be submitted along with the cost of tender document by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents, the tender shall be liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrue due to such alteration in the terms and condition of tender document.

9. **VALIDITY OF OFFER**

9.1 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 **90 days** of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount in para 5 shall be liable to be forfeited.

10. **SCHEDULE OF RATES**

10.1 The lump sum rate should be filled in carefully by the tenderer after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.

10.2 Any overwriting in the lump sum or per km rate should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory. In case there is any difference between the amount shown in "figure" & "words" then the amount shown in words shall be considered as the correct figure.

10.3 A fixed amount will be payable to the contractor for each calendar month for the specified distance for the vehicle with 12 hours per day, for the period the vehicle is in use with CONCOR. The tenderers should quote a lump-sum rate for the vehicle for the said distance per month and use of 12 hours per day. If the vehicle is used by CONCOR beyond the specified limit in the same calendar month then additional amount will be payable to the contractor beyond the above mentioned lump-sum rate. For this the tenderers should quote a per km rate, which should not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Like wise the tenderer should quote a per hour rate for the duty beyond 12 hours per day. The Vehicle may be required to be deployed on all days of calendar month (including Sundays and holidays). However no extra payment will be made for such

usage. Generally, 04 days off in a month will be given to the Driver. However, if due to exigency of work, the vehicle is required to be deployed on such off day, then the same shall be compensated by paying on an hourly basis (As per the per extra hour rate). On an outstation trip, if there is an overnight stay; an amount of Rs 300/- shall be paid for such outstation stay.

The total monthly kilometers will be reckoned by adding the daily kilometers of use, which will be the difference between the reporting mileage and the closing mileage on each day and no kilometers shall be permitted for trips to garage. The daily hours of use will be reckoned from the reporting time to closing time for each day. If there is an increase in prices of fuel during this period, the Contractor shall not be compensated for that. No hike will be given for initial period of contract. However, after the initial period of 2 years, if contract period is extended on mutual consent at the discretion of Competent Authority, hike will be given on mutually agreed terms & conditions. The decision of the competent authority shall be final in this regard.

- 10.4 The financial evaluation of the tenders will be on the basis of the lowest quote for the lump-sum rate for the vehicle quoted by eligible tenderers. In case the lowest amount thus quoted is identical in case of more than one tenderer then the contract will be awarded to the tenderer who has quoted the lowest per km rate for the vehicle beyond the specified monthly kms. If this is also identical, then the contract will be awarded to the tenderer who has quoted the lowest per hour rate for the vehicle beyond the specified hours of duty.
- 10.5 CONCOR will also pay the receipted charges which are in the nature of toll receipts, parking receipts, & entry tax wherever & whenever applicable. CONCOR will also pay "GST" as applicable.
- 10.6 The contractor shall be required to pay all the other charges for the vehicle including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc.
- 10.7 No extra charges whatsoever, other than the ones listed above in sub-para 10.5 shall be payable by CONCOR to the contractor towards the vehicle-hire services rendered by the contractor for CONCOR.

11. TERMS & CONDITIONS

- 11.1 The Vehicle to be provided by the Contractor shall be TATA INDICA/similar type vehicle as per the specifications given in the tender letter, having the year of manufacture not older than July 2016.
- 11.2 If a bidder does not possess a vehicle fulfilling the above criterion at the time of making his bid, he can mention this fact in his bid. However, he shall be required to purchase and deploy the vehicle meeting the specifications as desired in this tender document within 30 days from the date of award of the contract & provide all the necessary information/documents as a proof as provided in page 3 of this tender document.
- 11.3 An alternate vehicle deployed by the contractor should be aesthetically in good condition and to the satisfaction of the user. Failure to deploy the vehicle meeting the specifications after 30 days from the date of award of contract would result in levy of damages at the rate of Rs 500/- per day till the actual date of deployment as per the satisfaction of the user subject to maximum limit of 60 days from the date of award of contract. These damages may be imposed by CM-Pithampur. If contractor fails to deploy the vehicle within 60 days from the date of award of contract, then after 60 days, CONCOR reserves the right to terminate the contract at its own discretion without any intimation to the contractor. SD of the contractor will be forfeited in case the contract is terminated due to the failure to deploy the vehicle as per tender conditions.

- 11.4 Acceptance of tendered rates/LOI will be communicated by Telephone/Fax/Courier/email/Registered AD. Informing the successful bidder through these means should be deemed to conclude the contract. The successful bidder shall execute the Agreement within 10 days of the date of communication of award of contract (i.e. LOI) on non-judicial stamp paper of Rs. 100/- as per the format given in Annexure-I.
- 11.5 In the event of failure on the part of the successful bidder to comply with the said stipulation, the EMD of the successful bidder shall be liable to be forfeited. Moreover, CONCOR shall be at complete liberty to place this contract elsewhere without being under any obligation to the successful bidder for any losses caused to him. No compensation shall be paid either to the successful bidder in any such case.
- 11.6 If any tenderer already possesses the vehicle meeting desired specifications as mentioned in this tender document & earmarks/nominates such vehicle for the purpose of this tender at the time of submission of this tender then he shall be required to provide all the necessary information/documents as a proof for the same, for the said vehicle, as mentioned in this tender document, at the time of his bid, in the space provided at page no. 3 of this tender document.
- 11.7 The vehicle to be provided by the Contractor shall be registered with the RTO as a Taxi & shall not be a private car. Only the vehicle registered as Taxi or public transport vehicle shall be hired.
- 11.8 The vehicle shall be in the name of the person or the entity bidding for this contract & the bidder shall submit proof for the same. In the event of failure on the part of the successful bidder to comply with the said stipulations, the EMD of the Contractor shall be liable to be forfeited.
- 11.9 The vehicle shall remain in sound running condition, be dust proof, be provided with music system, air freshener & sun-films permitted under law during the entire contract period. Its emissions shall comply with pollution control norms. CONCOR reserves the right to decide upon the sound running condition of the vehicle. The interiors of the vehicle shall remain clean & shall be maintained at an ambient temperature. The seats shall be provided with neat & clean covers which shall be changed frequently at least once a month. The vehicle should also be provided with good upholstery and comfortable seats during entire contract period. All the expenses incurred in the maintenance of the vehicle or otherwise shall be borne solely by the Contractor. Any dent/damage to vehicle affecting its aesthetics will be got repaired by the contractor within 3 days of occurrence.
- 11.10 The contractor shall also install fire extinguisher in the vehicle. Also, they will install sun-films permitted under law /removable sun mat during the entire contract period.
- 11.11 The driver & the vehicle to be provided for the purpose of this contract shall be provided on a dedicated basis & shall not be changed every now & then. However, the contractor should make necessary alternate arrangements to provide periodical rest / leave to the driver.
- 11.12 Starting and end points for all the Vehicle shall be decided by CONCOR. At no point of time, total running kilometers shall be counted on Garage to Garage basis. Kilometers shall be counted from starting point and end points decided by CONCOR. Route shall also be decided by CONCOR for the proposed vehicle. Contractor should note that CONCOR shall have full liberty to revise/modify the notify route any time during the currency of contract. Contractor shall be fully liable to follow instructions given by ICD/PITHAMPUR in this regard.
- 11.13 The vehicle & the driver shall report in time at the designated place & at the designated time on a regular basis duly fuelled and in sound running condition. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of fine as per the provision of sub-Para 11.25 & Para 13. The driver preferably should stay in close vicinity of

officer's residence, so that he be available for duty on short call.

- 11.14 The driver shall possess a valid driving License, should be well behaved and punctual. The Contractor shall be required to change/replace the driver/s in case not found suitable. The driver should extend all normal courtesy such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance.
- 11.15 In case of misconduct by driver or for any other reason, CONCOR may require change of driver which will be communicated in writing. In such case, the agency shall replace the driver within 48 hrs, failing which CONCOR will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.
- 11.16 The driver should have cell phone to communicate on duty.
- 11.17 In case of complaint by the driver regarding non-payment of wages, CONCOR reserves the right to pay advance up to Rs. 3000/- per month to the driver after due notice to the agency, which shall be adjusted against the subsequent bills. This will also attract penalty provisions under Para 13 of this contract.
- 11.18 The Contractor shall insure the Vehicle at his own cost. He shall indemnify CONCOR against any loss or claims which could come to CONCOR in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver of the vehicle also insured.
- 11.19 The contractor will evolve his own system of ensuring daily and timely availability of driver and vehicle and will inform CONCOR of any delay, if any at least 2 hours in advance of the designated reporting time. In case the driver or the vehicle is not available for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. Also in case of vehicle breakdown enroute, the contractor shall make alternate arrangements within one hour of reported breakdown. In case it is not done by Contractor then CONCOR shall be free to make its own arrangement at the sole risk & cost of the Contractor. Any expenses thus incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any penalty that may be imposed as per Para 11.25 & Para 13. Alternate Vehicle shall normally meet the tender specification & should be aesthetically in good condition. In case of exigencies i.e repairs, servicing, accident if any, vehicle of different specifications etc, may be accepted for a maximum period of 10 days. Continuance of deployment of alternate vehicle not meeting tender specification of actual vehicle beyond 10 days, may invite damages up to Rs. 500/- per day.
- 11.20 If no alternate arrangement are made either by the contractor or by CONCOR (at the risk & cost of the contractor), then, in addition to any penalty that may be imposed, the monthly lump sum rate will be reduced proportionate to the number of days of such an eventuality.
- 11.21 CONCOR reserves the right to negotiate with the lowest bidder. Such negotiation with the lowest bidder shall not confer any right on the lowest bidder to quote a higher rate than his original quote, withdraw from his offer, or demand any change in the terms & conditions of this contract.
- In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited.
- 11.22 There shall be no increase in the contract rate of the car during the entire period of the contract for the initial period of 2 years. Moreover, no remuneration other than the approved rates shall be payable to the Contractor. The reimbursement by CONCOR for toll receipts & parking receipts will be in addition & will be based on actuals.

If there is an increase in prices of fuel during this period, the Contractor shall not be compensated for that. No hike will be given for initial period of contract. However, after the initial period of 2 years, if contract period is extended on mutual consent on the discretion of Competent Authority, hike will be given on mutual agreed terms & conditions.

- 11.23 The Contractor shall be required to comply with all rules and regulations and laws etc., of the Central Govt., State Govt., and Local Govt. or of any competent authority, applicable to the vehicle or the driver employed for the above work.
- 11.24 The Contractor shall fully indemnify CONCOR against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.
- 11.25 The vehicle & the driver shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of failure on the part of the Contractor to ensure the same, CM/PITHAMPUR may impose a penalty of up to Rs. 1,500/- in each case of unsatisfactory performance of vehicle in addition to other remedies available to it under the various provisions of this contract.
- 11.26 Contractor will comply with the extant rules of PF Act and ESIC Act of Government of India and State Govt. All the responsibility in the compliance of these rules/acts will lie with the contractor and CONCOR will not be responsible in any manner.
- 11.27 The contractor shall maintain a log book as per the satisfaction/format provided by the terminal officials and enter details of travel every day and get it countersigned by the officer. The photocopy of the log book should be enclosed with monthly bills for processing payments. At times, the vehicle is required to be taken at various Government establishments such as Customs/Railways etc., therefore the vehicle has to be ready with all the original documents and driver's license which are required to be presented at the entry points at such locations for getting the entry passes/permits from such establishments. No advance intimation is required to be given, as this is considered to be a regular/routine work of CONCOR. This is applicable for regular as well as for the alternate vehicle.
- 11.28 CONCOR reserves the right to re-tender or modify the Terms & Conditions of the tender.

12. **AMENDMENT TO TERMS & CONDITIONS**

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

13. **PENALTIES & RECOVERIES**

Fine up to **Rs.2,500/-** can be imposed by the Chief General Manager/Group General Manager, Mumbai regional office/ on user recommendation or any other authority nominated, in each case of breach of terms & Conditions of contract &/or unsatisfactory service for each incident on the Contractor. CONCOR may also terminate the contract in part or in full in case of prolonged/frequent unsatisfactory service, breach of Terms & Conditions & non-compliance of the instructions of CONCOR officials by the Contractor. In case of termination of the contract security deposit shall be liable to be forfeited in full.

14. **TAX DEDUCTION AT SOURCE**

Deduction towards Income Tax at Source as applicable under the Income Tax Act, 1961 will be made from all payments made to the contractor.

15. **PAYMENTS**

Payments due to the contractor will be made on a monthly basis on receipt of bills from the contractor. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the contractor if the payment is not made within the stipulated period.

In view of the implementation of GST, the Contractor/Tenderer/vendor shall note the following:-

- a) The Contractor/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to CONCOR. In respect of each supply of Goods and Services, Contractor/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- b) The Contractor/Tenderer/Vendor shall indemnify 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 shall 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.
- c) 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.
- d) 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.
- e) 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.
- f) Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor shall 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.

A claim for the services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief General Manager of CONCOR/WR may consider such cases.

16. **ARBITRATION**

In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the Chief General Manager, CONCOR, Western Region, who will either act as an arbitrator or appoint any other officer of CONCOR to act as an arbitrator & whose decision shall be final. The fees and expenses of the arbitrator shall be shared equally between CONCOR and Other Party to the dispute i.e. vendor/supplier/ contractor.

17. **GENERAL**

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning 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 Tender Accepting Authority, who can amend the CONCOR's condition/clause of contract if required.

ALL THE TERMS AND CONDITIONS LISTED FROM PARA 2 TO 17 ALONGWITH THEIR SUB-PARAS IN THIS TENDER DOCUMENT AS WELL AS THOSE MENTIONED IN THE TENDER LETTER HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

Signature of tenderer

ANNEXURE I

**AGREEMENT FOR ACTING AS "CONTRACTOR" FOR PROVIDING ONE TATA INDICA/
SIMILAR VEHICLE ON MONTHLY HIRING BASIS FOR CM-PITHAMPUR.**

Contract Agreement No. _____

Dated _____

An agreement made this _____ date _____ Two Thousand and Seventeen between the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the _____, (hereinafter called CONCOR) on the one part and _____ and carrying on business at _____ under the name of _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of providing ONE TATA INDICA /SIMILAR VEHICLE on monthly hiring basis for CM-PITHAMPUR at the rates and under the conditions specified in the tender document.

In consideration of the payment to be made by CONCOR, the contractor shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will perform the services in accordance with the Terms and Conditions of the contract with effect from _____ day of _____ 201 up to _____ day of _____ 201 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the contractor observes and honours the said Terms and Conditions of the contract, CONCOR will pay or caused to be paid to the contractor for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

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

CONTRACTOR

FOR AND ON BEHALF OF CONCOR

WITNESSES

1. _____

2. _____

WITNESSES

1. _____

2. _____

ANNEXURE II

Financial Bid

The Chief General Manager,
Container Corporation of India Ltd,
5TH Floor, New Administrative Building,
C.Rly, D.N.Road, Fort, Mumbai-400001.

SUB:- OFFER FOR PROVIDING ONE TATA INDICA /SIMILAR VEHICLE ON MONTHLY HIRING BASIS FOR CM-PITHAMPUR.

With reference to your tender enquiry, we submit our offer as under:

Sr. No.	Type of Vehicle	Details	Monthly Lump sum rate (In Rs.)	Rate for Extra Km(Per Km) (In Rs.)	Rate for Extra hour (Per hour) (In Rs.)
1	ONE TATA INDICA /SIMILAR VEHICLE for CM-PITHAMPUR	12 hrs per day and 2600 kms per month			

Note:- The lump sum rate (excluding GST) quoted by the agency will be inclusive of all the charges for the Vehicle including registration charges, Road tax, Insurance charges, maintenance charges, cost of fuel, salary of driver, various other taxes & levies, if applicable, fines, etc.

CONCOR will pay the receipted charges which are in the nature of toll receipts, parking receipts, & entry tax wherever & whenever applicable. CONCOR will also pay "GST" as applicable.

No change in the format of financial bid shall be considered. Conditional bids will be summarily rejected.

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

Yours faithfully,

(Name & Signature of Tenderer)

(Signature of tenderer)

ANNEXURE III

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

To:
**The Chief General Manager
Western Region
Container Corporation of India Ltd.**

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

Signature and Seal of the authorized
signatory.