



कॉनकोर
CONCOR

CONTAINER CORPORATION OF INDIA LTD.
(A Govt. of India Undertaking)

**Open Tender Document for the Contract for
supply of OTL's (One Time Locks) with anti spin lock
required at various container terminals of Central Region,
Nagpur .**

2018

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This tender document consists of 27 pages. 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. The tender document can also be downloaded from our website www.concorindia.com and the cost of the tender document may be paid by Demand Draft in favour of Container Corporation of India Limited payable at Nagpur.

TENDER FORM

Tender form price: Rs.1120/- inclusive of GST

TENDER FOR SUPPLY OF ONE TIME LOCKS (OTL'S) WITH ANTI SPIN LOCK REQUIRED AT DIFFERENT TERMINALS OF CENTRAL REGION, FOR A PERIOD OF 24 MONTHS FROM THE DATE OF COMMENCEMENT OF CONTRACT.

Container Corporation of India Limited invites sealed tender for supply of one time locks, at its different depots in the Central Region.

1. Serial number assigned to the Tender form -----
2. Date and Time of sale of bid : -----
3. Name of the applicant to whom
the Tender Form was sold / issued. -----
4. Full address of the Applicant: -----
5. Sealed tender form shall be received upto 15:00 hrs on 27.02.2018.
6. Date and Time of opening of PQ bids on 15:30 hrs on 27 02.2018.

Office seal Full signature
of the Official Issuing Tender Form

Name in block letters -----

Designation-----

Note / instructions:

1. The tender form is not transferable under any circumstances.
2. The tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
3. Each folio of the of the tender document shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
4. Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
5. Failure to comply with conditions will render the tender liable to be rejected.

Sealed tender forms complete in all respect shall be submitted in a sealed tender box kept for this purpose at the Office of the Chief General Manager, Central Region, Container Corporation of India Ltd., BPCL Building, 7, Chitnavis Marg, Near National Fire Service College, Civil Lines, Nagpur -440 001 on or before 15:00 hrs. on 27.02.2018.

Chief General Manager, Central Region,

Signature & Seal of the Tenderer

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For and on behalf of Container Corporation Of India Ltd.

CHAPTER – I

INSTRUCTIONS FOR SUBMISSION OF TENDER

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. It invites tender from eligible parties for the Supply of OTL's (One Time Locks) required at various container terminals of Central Region. Tenderers must read these instructions before filling the tender

1. All bids must be delivered to the Office of the Chief General Manager/CR timely in a sealed cover and will be opened in the presence of the bidder's or their authorized representative, who wish to be present.
2. The tender will be in **two-bid system**. The offer should be submitted in **two separate sealed envelopes (Envelop 'A' & 'B')**.
3. The bid document in original must be duly signed on all pages by the tenderer and must be attached with the relevant documents in support of experience, technical and financial credentials, etc. These documents must be submitted in a **Sealed Envelope- 'A'** clearly super scribed as **"Pre-qualification bid for tender for supply of OTLs with anti spin lock at various terminals under Central Region, CONCOR."**
4. The second sealed envelop - **Envelop – 'B'** should contain only the schedule of rates (**Annexure-II**) duly filled by the tenderer with the rates mentioned both in figures and words. **The sealed envelope – 'B' should be clearly marked as "Financial Bid for tender for supply of OTLs with anti spin lock at various terminals under Central Region , CONCOR."**
5. Both the sealed envelopes should be again sealed in one separate envelope and duly super scribed as **"Tender Bids for supply of OTLs with anti spin lock at various terminals under Central Region , CONCOR."**
6. The envelope should be deposited in the tender box kept in the **office at Chief General Manager/ Central Region, Container Corporation of India Ltd, BPCL Building, 7, Chitnavis Marg, Near National Fire Service College, Civil Lines, Nagpur -440 001 on or before 15:00 hrs. on 27.02.2018.**
7. **Envelope 'A' shall contain the following:**
 - a) Name, Address & Telephone numbers of the Tenderer.
 - b) Letter of Submission of tender as per tender format in bidder letter head.
 - c) Crossed Demand Draft/Bankers Cheques of **Rs.35,400/-** in favour of Container Corporation of India Ltd., payable at Nagpur, towards Earnest Money Deposit.
 - d) Documentary proof in support of their being a manufacturer/supplier/trader of One Time Lock (OTL) and having experience in the same business for a minimum period of one year out of the preceding four years (i.e. 2013-14, 2014-2015, 2015-2016 and

Signature & Seal of the Tenderer

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2016-2017) – in the same name / firm composition in which he is applying for this tender.

- e) Documentary proof (experience certificate, contract/agreements etc.) in Original/copy, towards having executed contracts of similar nature i.e. manufacture/supply/trade of OTL.
- f) Satisfactory Performance Certificate applicable for existing Supplier. (Kindly Refer the Para No.9 of this chapter)
- g) Copies of proposed products test certificates with positive results on tensile (pull), shear (cutting), bend & impact, from **National Test House (NTH) or any National Accreditation Board for Testing and Calibration Laboratories (NABL) approved LAB**. Alternatively, the bidder may also submit proof of Customs approval or any other national/international approvals for the proposed OTLs (e.g. ISO/PAS 17712 or **any latest revisions, if any**, C-TPAT etc.).
- h) Sample(s) of OTL (Sample-A), that they propose to supply, properly tagged Mentioning the specification.
- i) The audited Balance Sheet and Profit & loss account or Chartered Accountant certified statement for the relevant Financial Year i.e. 2013-14, **2014-2015, 2015-2016 and 2016-2017** in the same name/firm composition in which he is applying for this tender.
- j) Documents regarding constitution of the bidder's establishment. A copy of the document as proof of the constitution of the firm/company a copy of partnership deed with copy of registration certificate in case of partnership firm and a copy of Incorporation certificate in case of company and affidavit in case of proprietorship.
- k) Photocopy of the latest Income Tax return filed in the name of the bidder.
- l) Copy of valid PAN & GST Registration.
- m) Copy of Excise Registration.
- n) Notarized photocopy of Registration of bidder /firm under Micro, Small and Medium Enterprises, if any. Please refer the para for Micro, Small and Medium Enterprises.
- o) Documents indicating ongoing similar supply contracts in hand, if any.
- p) Crossed demand draft/Banker Cheques of **Rs.1120/- in favour of "Container Corporation of India Limited"**, payable at Nagpur, towards cost of tender deocument – (**Applicable only in case of downloading tender document from websites**).
- q) Each folio of tender document along with addendum / corrigendum / Errata, if any, shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- r) Each and every supporting documents attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- s) Undertaking in the specified format as per Annexure V for downloading the tender document from website.

8. Envelope 'B' shall contain:

Financial Bid: This envelope, duly sealed, will be clearly superscribed as Financial Bid with Name of the Tender, Tender No. and shall contain only duly filled in Schedule of Rates (Annexure-I).

9. If the existing Supplier has submitted the tender for the same activity in the same/other Region, the existing Supplier's bid should necessarily be accompanied by a satisfactory performance report from the Region. **This shall be enclosed with prequalification bid.** In case, his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, the bid will not be considered.
10. The tender must be enclosed in a **Sealed cover, superscripted** " Tender No. _____ and name of the work _____" and must be sent by registered post/Courier to the address of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 1ST FLOOR, B.P.C.L. BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR – 440 001** so as to reach nominated office **not later than 15.00** hours on the date 27-02-2018 of submission or deposited in the special tender box for the purpose in the office of **CGM/CR, CONCOR** . The special tender box will be sealed at 15.00 hours on dated 27-02-2018. The tender will be opened at 15.30 hours on the same day. The tender paper will not be sold after 17.00 hours on 26-02-2018. **Any tender received after specified date and time of submission of tender shall be summarily rejected?**
11. This document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.
12. **All MSEs registered under the following Authority will be regulated as below:**
 - a) **Such MSEs can get the tender document / sets at free of cost without paying any tender document fees.**
 - b) **Such MSES registered under the agencies mentioned below will be exempted from payment of Earnest Money Deposit:-**
 - I. **District Industries Centres**
 - II. **Khadi & Village Industries Commission**
 - III. **Khadi & Village Industries Board**
 - IV. **Coir Board**
 - V. **National Small Industries Corporation**
 - VI. **Directorate of Handicraft and Handloom,**
 - VII. **Any other body specified by Ministry of MSME.**
 - c) **The claim of exemption from paying the EMD (exempted under Central /State / PSU) should be supported with photocopy of Certificate issued by concerned department duly notarized.**
 - (d) **The MSEs must also indicate the terminal validity date of their registration**
 - (e) **In case, the MSE does not fulfill the criteria listed above, such offers will not be liable for consideration of benefits detailed in MSE notification of Govt. of India dated 23.3.12.**

13. The tender document may be downloaded from CONCOR's website www.concorindia.com or www.eprocure.gov.in and same may be submitted, along with the cost of tender document of **Rs.1120/-** by way of Demand Draft/Bankers Cheque in favour of 'CONTAINER CORPORATION OF INDIA LIMITED' payable at Nagpur, and an undertaking on the company's letter head that "no amendments have been made in the tender document downloaded from the internet, at the time of submission of tender document." In case of non-submission of cost of tender document, the tender shall be liable for rejection. 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.
14. The tender offers will be taken out at 15:30hrs. on the same date. Only the envelopes containing the pre-qualification bids will be opened on the due date and time. These pre-qualification bids will be evaluated as per the criteria laid down by CONCOR to determine the suitability of all tenderers. The envelopes containing the financial bids of such tenderers who qualify after consideration of the pre-qualification bids will be opened on a subsequent date and time to be notified to the suitable tenderers,. Any offer received after 1500 hrs will be considered to be delayed/late tender. CONCOR reserves the right to reject the tender submitted after the scheduled time for deposit of tender.

CONCOR reserves the right to :-

- i) Accept or reject any or all the bids in part or in full, irrespective of their being the lowest without assigning any reasons.
- ii) To extend the date of submission of the tender.
- iii) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR and Trade.
- iv) By pass a tendered who may be in the same line of business and competing with CONCOR.
- v) Disqualify the tendered black listed by State/Central Govt. undertakings/PSU's
- vi) Give all parts of the contract to one party or divided it between two or more tenderers as it deems fit without assigning any reasons.
- vii) CONCOR reserves the right to re-tender or negotiate with the lowest tenderer (L-1) as regards the rates, terms and conditions of the tender.
- viii) Incomplete and conditional offers shall summarily rejected.

The scope of work, Terms and conditions and the Schedule of Rates of the Tender document will constitute the Agreement, to be executed with CONCOR, by the successful tenderer.

You are requested to peruse the tender document carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or terms and conditions.

You are requested to ensure that all the requisite tender documents are submitted after full consideration and understanding of the work envisaged under this contract.

Thanking You,

**Chief General Manager,
Central Region,**

Signature & Seal of the Tenderer

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CHAPTER – II

SCOPE OF WORK AND TERMS & CONDITIONS FOR SUPPLY CONTRACT OF ONE-TIME SEALS (BOTTLE SEALS) FOR EXIM/DOMESTIC CONTAINERS.

1) INTRODUCTION:

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the Country. It invites tender from eligible parties for Supply of One Time Key Less Bottle Seal Lock (OTL's) for various Terminals of CONCOR in Central Region . Tenderers must read these instructions before filling the tender.

2) ELIGIBILITY CRITERIA:

The minimum Eligibility Criteria for participation in the tender are as under:

- i) EMD of Rs **35,400/-** in favour of Container Corporation of India Ltd., payable at Nagpur,
- ii) Cost of Tender Document in case of downloaded from website.
- iii) The tenderer must be a manufacturer/supplier/trader of One Time Lock (OTL) and must be having the experience in the same business for a minimum period of one year out of the preceding four years (i.e.2013-14, 2014-2015, 2015-2016 and 2016-2017) – in the same name.
- iv) The tenderer should be financially sound and should have achieved a minimum gross turnover of Rs.2,66,000 (Rupees Two Lakh Sixty Six Thousand only) per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any two of the last four financial years i.e. FY **2013-14**, 2014-15, 2015-16 and 2016-17. Audited copies of the Balance sheet and Profit & Loss Accounts or chartered accountant certified for **those two relevant years** (in which the above said minimum turnover is achieved out of the four FY **2013-14**, 2014-15, 2015-16 and 2016-17) should be duly attached.
- v) Documentary proof (copy of purchase order, experience certificates, contract/agreements etc.) in original/notarized photocopy, towards having executed contracts/supplies of similar nature i.e. manufacture/supply/trade of OTL.
- vi) Notarized Copies of proposed products test certificates with positive results on tensile (pull), shear (cutting), bend & impact, from authorized agency. Alternatively, the bidder may also submit proof of customs approval or any other national/international approvals for the proposed OTLs (e.g. ISO/PAS 17712, C-TPAT etc.).
- vii) The tenderer must have a positive net worth based on the latest completed financial years Profit & Loss Account/Balance sheet.
- viii) The bidder should submit Sample of OTL, that they propose to supply, properly tagged mentioning the specification.
- ix) Under taking for website downloading as per annexure V.

Tenderers must submit certificates/ documents in support of their credentials required under eligibility criteria. Tenderers not meeting the eligibility criteria will not be considered.

3) DURATION OF CONTRACT:

At the initial stage, the contract shall be awarded for a period of **two years** from the date of issue of Letter of Intent or the date decided by competent authority. However, it will be obligatory on the part of the supplier to continue the supply of seals at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (four) months or till alternate arrangements are made, whichever is earlier.

4) TECHNICAL SPECIFICATION OF SEALS:

- i) Galvanized M.S. Container locks (Plastic coated) with anti spin lock . The locks will be duly punched with letter “**CONCOR- Central Region**” and numbered should have laser marking serially to our requirements.
- ii) Permanent locking should be obtained on insertion of male member with slight pressure. Minimum pull out load will be 1 to 1.5 M. Tons and above. (Supplier will make necessary testing arrangement and obtain the certification from the appropriate agency whenever required).
- iii) Tenderer must ensure that CONCOR seals to have distinctive seal nos. CONCOR logo/seal numbers must not be duplicated and tenderers/ manufacturer have to ensure the same.
- iv) Tenderer must submit testifying proof of OTL like pull out load, shear test, bending test, impact test etc. from authorized agency. The OTL should confirm to the ISO standard. The OTL should be of standard make, suitable for sealing EXIM/DOMESTIC containers. It should be strong and durable against weather, chemical action and undetected tampering. It should be easy to apply and seal and be permanently and uniquely marked with CONCOR logo and serial number to be easily identifiable/visible. The OTL should generally meet the measurement/dimension as given in the **Drawing sheets attached (Annexure-VI)**.
- v) Material of Body & Pin: Steel
Surface of Body & Pin: Zinc Plated, Cover with high density polyethylene/ABS

5) VOLUME OF SUPPLIES:

- I. No definite quantum of seals can be guaranteed. However, CONCOR expects to consume approximately **75000** numbers of OTL seals per annum on an average, which are expected to vary in the subsequent years. For tender evaluation purpose, CONCOR shall use these estimates of annual requirements ie. approximately 75000 OTL SEALS per annum for the Region.
- II. It should be understood that this estimation of consumption is without prejudice and without commitment on part of CONCOR as to any specific quantity. The requirement is likely to fluctuate (increase or decrease) and the tenderers should note that no claim for compensation arising directly or indirectly out of such fluctuations in seal’s requirement during the currency of contract shall be entertained.

- III. The estimated terminal wise requirement of seals in various terminals in Central Region is placed hereunder: -

Sr.no.	Terminal Address for delivery	OTLs per annum
1	ICD NAGPUR	25000
2	ICD AURANGABAD	15000
3	ICD RAIPUR	10000
4	ICD MANDIDEEP	20000
5	ICD BHUSAWAL	5000
TOTAL ESTIMATED REQUIREMENT OF THE REGION		75000

Note: There will be two different colours prescribed by CONCOR while placing work order on the supplier in the case of OTLs to identify the container type, i.e, exim or domestic.

6. VALIDITY OF OFFER

The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money under para 10.1 of Earnest Money shall be liable to be forfeited by CONCOR.

7. ACCEPTANCE OF TENDER

7.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority (Chief General Manager, Central Region) of Container Corporation of India Ltd., Central Region, Nagpur who does not bind himself to accept the lowest or any other tender.

7.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Chief General Manager, Central Region will be deemed to conclude the contract and non-compliance of any terms of agreement, including signing of the agreement, will amount to breach of contract with all attendant legal consequences.

7.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

7.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.

7.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR is also not bound to give the reasons for such disqualification.

7.6 CONCOR also reserves the right to:

- a) Accept or reject any or all the bids in part or in full, irrespective of their being the lowest without assigning any reasons.
- b) To extend the date of submission of the tender
- c) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR and trade.
- d) Bypass any bidder blacklisted by any Government / Semi Government body or PSU
- e) award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CONCOR.
- f) Overlook any bidder who is in the same line of business and competing with CONCOR.
- g) seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.
- h) CONCOR reserves the right to re-tender or negotiate with the lowest tenderer (L-1 as regards the rates, terms and conditions of the tender.
- i) Incomplete and conditional offers shall not be considered.
- j) Accept or reject any or all of the pre-qualification / financial bids in part or full.

8. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief Head, Container Corporation of India Ltd., Central Region, in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CONCOR's office. Failure to do so shall constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. CHIEF HEAD may extend the time for execution of Agreement or starting the work by 15 days each, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

9. EARNEST MONEY:

9.1. All tenderers are required to deposit a sum of Rs.35,400/- (Thirty Five Thousand Four Hundred only) as Earnest Money Deposit in the form of Pay Orders or Demand Draft made out in favour

of Container Corporation of India Ltd., payable at Nagpur. The bid without EMD will be summarily rejected. The tenderer will not resile from their offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. Should any tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited to CONCOR.

- 9.2. Tenders will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.
- 9.3. No interest shall be allowed on the earnest money deposited and also on security deposit as referred to under para 11 below.
- 9.4. The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para 11 below. Subject to the condition, the earnest money of the unsuccessful tenderers will be returned as soon as possible after tender have been finalized.

10. SECURITY DEPOSIT:

- 10.1 The successful tenderer will be required to furnish a security deposit of Rs.1,77,000/- (Rs. One Lakh Seventy seven Thousand Only) towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by CONCOR. Towards this, the successful contractor may also deposit **Rs. 1,41,600/- (Rs. One lakh Fourty one thousand six hundred Only)** in the form of instruments listed below within the time specified for submission of Security Deposit as the part Security Deposit and the remaining **Rs.35,400/- (Rs.Thirty five Thousand Four Hundred Only)** will be adjusted by CONCOR by converting the EMD of the contractor,(which will be deemed to be converted in security deposit on the payment date of the remaining amount.
- 10.2 The security deposit may be submitted in any of the following forms with validity of Two years six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by CONCOR.
- (ii) Demand Draft / Pay Orders

Note :

- a) No interest shall be allowed or paid on the security deposit.
- b) CHIEF HEAD may extend the time for submission of Security Deposit by 15 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.
- c) Should a person, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement within 10 days of the date of issue of communication from CONCOR's office, Earnest money deposit mentioned above will be forfeited in full by CONCOR without prejudice to any further rights of remedies in this regard for breach of contract.
- 10.3 CONCOR shall be entitled to appropriate the whole or any part of security deposit referred to above in the event of any breach on part of the supplier of any of the terms and the conditions of this contract, leading to premature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.

- 10.4 CONCOR shall be entitled to recover any loss/damage that it may suffer by reasons of terms & conditions of the contract from the amount of security deposit and in event of any balance remaining due to CONCOR, the supplier shall forthwith pay the same. In the event of any such deduction from security deposit supplier shall make good the deficiency in security deposit, within 15 days of the date of demand to this effect.
- 10.5 The security deposit shall, subject to any deduction that may be made, therefore, be returned to supplier within three calendar months after completion of contract on issuance of “NO DUES CERTIFICATE” by the Officer Incharge and “NO CLAIMS CERTIFICATE “by contractor. However, even if there is any delay, the supplier will not be entitled to any interest.
- 10.6 CONCOR will have the rights to recover any over payment, which may have been made to the supplier by CONCOR (by inadvertence, error, collusion, misconstructions, or misstatement or through any cause whatsoever from bills) from the security deposit against this or any other contract or from any other amount due to him under this or any other contract. In the event of any such recoveries/adjustments being made from the security deposit, the supplier shall at once make good the deficiency in the amount of security deposit within fifteen days of the date of demand to this effect.
- 10.7 In case the amount of recoveries to be made from supplier exceeds the security deposit or the amount due to be paid to supplier on the bills, CONCOR shall adjust such amounts of supplier lying with them towards recoveries to be effected from the supplier and the supplier shall further make good the deficiency, in cash, within fifteen days of the date of the demand to this effect.
- 10.8 CONCOR shall have a lien on and over all or any moneys that may become due and payable to the supplier and/or also on and over the security deposit or amounts made under other contracts between the supplier individually or jointly with any others and CONCOR and the moneys payable to the supplier, under these contracts, in respect of any debt or sum that may become due and payable to CONCOR under this contract or in respect of any debt or amount payable to the CONCOR by the supplier alone or jointly with others. CONCOR shall have a right to recover all the amounts due by the supplier either from the amounts due to supplier under this or any other contract entered into by him singly or jointly with others with CONCOR and likewise. CONCOR shall have power to recover the amounts due to CONCOR from the other contracts mentioned above from the amounts payable to the supplier under this contract also.
- 10.9 Regional Head/CR, CONCOR, may at his discretion, increase the amount of security deposit proportionately to the increase in the volume of work, but not exceeding 50% of the original security deposit referred above in para 11.1.
- 10.10 In case the contract is extended for a further period of 1 (one year), as provided in Chapter-II, Clause No.4, the validity of security deposit instrument will be accordingly extended by the contractor by an equivalent duration of time.

11. DELIVERIES:

- 11.1 The dispatch of the OTLs/seals has to be made by the supplier by their own arrangement and the rate should include the transportation cost up to the terminal where delivery is to be

affected as per the Purchase order. The deliveries should be arranged according to the directions of Purchase Order and the time given thereof. The dispatches are required to be made directly to concerned locations and the same shall be indicated in purchase order. However, any changes required by CONCOR in the mode or agency the same has to be adhered to.

- 11.2 **Normally** a time of 45 days will be given for supply of seals from the date of communication of purchase order. In case of delay beyond the stipulated delivery period CONCOR will levy a penalty @ 2% of the value of the Purchase order (pertaining to the respective terminal where delay in supply is occurred) or part thereof for the first 45 days of delay from the expiry of normal delivery period. Thereafter, penalty will be levied @ 5% of the value of Purchase order (pertaining to the respective terminal for which delay in supply is caused) per month or part thereof. The address/locations of the terminals are given in the table below:

Container Corporation Of India Ltd		
Inland Container Depot		Inland Container Depot
PO Parvati Nagar		Maliwada,
Behind Narendra Nagar		Near Daulatabad Railway Station
Nagpur-440027		Aurangabad.
Inland Container Depot		Inland Container Depot
34-New Industrial Area, Sector 1-A		MIDC Warangaon Road,
Mandideep,Bhopal-462046		Bhusawal.
Inland Container Depot		
Near Railway Store Depot		
Khapa, Raipur		

12. DEFECTIVE SUPPLIES :

In case of defective supplies, CONCOR can reject the defective lot which is to be replaced by the supplier without levying any additional cost. If it is decided that the defect/s is/are of minor nature, CONCOR may accept such seals at 50% of its original agreed price.

- 12.1 The rates given in the schedule of rates will be binding on both the parties and no change in the rates will be permissible during currency of the initial two years period of the contract. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of labour, material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained.
- 12.2 Subject to any deductions which CONCOR will be authorized to make under the terms of contract that may be applicable while accepting the tender, the supplier shall be entitled for payment as under:

The supplier shall submit bills supported with the delivery challans duly signed by the CONCOR official along with the Purchase Order copy for the supplies made under the Purchase Order. Payment of amount billed will be arranged after necessary checks of the correctness of claim, deducting all charges due as per the existing rules. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however, shall neither entitle the supplier to claim interest nor terminate contract.

- 12.3 Payment shall be made through RTGS. The RTGS charges shall be borne by the Supplier.
- 12.4 A claim for supplies made under this contract shall be made by the contractor to CONCOR within three months of such supply. 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. CHIEF HEAD/ Central Region is empowered to waive off the Limit/accept delayed submission of bill if valid reasons are given.
- 12.5 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR. However, CHIEF HEAD/CR is empowered to condone the delay if valid reasons are given.
- 12.6 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc or any cause whatsoever from bills & from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

13. GST CLAUSE:

- 13.1 The Contractor/Bidder/Vendor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services contractor/bidder will specify whether CGST/SGST will be attracted or IGST will be attracted alongwith rate thereof.
- 13.2 The Contractor/Bidder/Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Bidder/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/Bidder/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Bidder/Vendor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor/Bidder/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
- 13.3 Contractor/Bidder/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 13.4 In case of any failure on the part of Contractor/Bidder/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Bidder/Vendor to the CONCOR.

- 13.5 If as result of Change in Law, Contractor/Bidder/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Bidder/Vendor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Bidder/Vendor.
- 13.6 Any denial of input credit due to any omission or failure on the part of the Contractor/Bidder/Vendor, the Contractor/Bidder/Vendor undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

14 ESCALATION CLAUSE:

NO CHANGE IN PRICE IS ALLOWED DURING THE INITIAL TWO YEARS PERIOD OF THE CONTRACT. The rates accepted by the competent authority of CONCOR shall remain fixed and valid for original period of contract.

15. RESOLUTION OF DISPUTES

- 15.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 15.2. In case of any unresolved disputes arising out of interpretation of any of the provisions of this contract, the CHIEF HEAD/ Central Region, CONCOR shall appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference.
- 15.3. Subject as aforesaid the provision of the arbitration Act, 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 15.4. The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

16. TERMINATION BY DEFAULT:

- 16.1. The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part:
- a) If the Supplier fails to deliver the goods at the terminals of Central Region within the time period specified in the Contract or any extension thereof granted by the Purchaser.
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.

16.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Para 18.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered for any excess costs for such similar goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

17. TERMINATION FOR CONVENIENCE

17.1. The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

17.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

18. GENERAL - Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from Chief General Manager/CR, CONCOR whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to him and his decision will be final and binding.

**Chief General Manager/ Central Region
For and on behalf of CONCOR**

All terms and conditions listed from Para 1 to 18 along with their sub-paras have been read carefully, understood and accepted.

Signature & Seal of the Tenderer
For and on behalf of
Name
Designation
Address

**LETTER OF SUBMISSION OF TENDER
(On the letter head of the bidder)**

To,

**The Chief General Manager,
Container Corporation of India Ltd.
Central Chief Office,
7,BPCL Building,
Near Fire Service College ,
Civil Lines Nagpur.**

Dear Sir,

**Sub : CONTRACT FOR SUPPLYING OTL SEALS FOR VARIOUS TERMINALS UNDER
CENTRAL REGION FOR A PERIOD OF 2 YEAR FROM THE DATE OF AWARD OF
THE CONTRACT.**

1. Subject to the conditions given in the tender documents purchased by me in connection with above-mentioned contract, I/We hereby tender for the contract for supply of OTLs Seals for CONCOR, for its ICDs located at Central Region at the rates specified in the SOR (Annexure-II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein
2. As mentioned in Chapter I & II in tender documents, the photo copy of certificates/ documents/ samples are enclosed herewith in sealed envelope A :
3. **The Financial BID duly filled and signed is enclosed in a separate sealed envelope “B”.**
4. I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Yours faithfully,

Signature of Tenderer/s

Tenderer's address

ANNEXURE-II**SCHEDULE OF RATES**

S.No.	Description of Seals (as specified in Chapter-II para 5)	Estimated Quantities	Rate to be quoted in Figures (for per seal) in Rs.	Amount of GST @	Total Rate to be quoted in Words (for per seal) in Rs.
1	ONE TIME KEY LESS BOTTLE SEAL LOCK (OTL'S) (as per in Annexure VI)	75000 per annum			

Note: 1.The price will be exclusive of GST.

2.The rates should be inclusive of door delivery charges of seals to the respective terminals listed in Chapter II Para 5 III No transportation charges or any other charges will be paid to the supplier for door delivery of the seals to the terminals.

3. In any discrepancy found in amount mentioned by bidder in figure and words, amount in word will be considered as final.

Signature & seal of the Tenderer/s

ANNEXURE –III

AGREEMENT FOR SUPPLY OF OTL'S (ONE TIME LOCKS) WITH ANTI SPIN LOCK FOR EXIM/DOMESTIC CONTAINERS.

An agreement made on this _____ day of _____ Two thousand fifteen between the Managing Director, Container Corporation of India Limited, Regd. Office. CONCOR Bhawan, C-3, Mathura Road, Opposite Apollo Hospital, New Delhi – 110 076 as Chief General Manager of Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, Central Region, Nagpur (Hereinafter called the CONCOR) on the ONE PART and _____ carrying the business at _____ under _____ the _____ name _____ of M/s _____ (hereinafter called the Supplier, which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representatives, successors, and assignees)

Whereas the supplier has agreed with the CONCOR to supply the goods at the rates indicated in Schedule hereto annexed, upon the conditions of Contract, specified in the terms and conditions of Contract annexed.

CONCOR hereby agrees to award the contract of supplying the one time seals (OTLs) in consideration of the payment to be made by CONCOR in respect thereof at the rates specified in Schedule hereto-annexed. The supplier who shall duly perform the said duties in said Schedule set for 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 conditions of contract with effect from _____ day of ----- upto -----day of -----and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of this Agreement as if the same had been fully set forth therein).

Signature & seal of the Tenderer /s

IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year above written.

SUPPLIER

Chief General Manager/ Central Region

FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA LTD.,

WITNESS

1. _____

2. _____

WITNESS

1. _____

2. _____

Schedule detailing the terms of work with rates and the conditions of contract are annexed.

Signature & seal of the Tenderer /s

FORMAT OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit M/s _____ (hereinafter called the said Supplier) for Supply of OTLs for CONCOR Terminals at Central Region 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 Container Corporation of India Ltd., by reason of any failure of the contractor in execution of supply of seals as per the terms and conditions of the contract 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 Chief General Manager, Central Region, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor in execution of supply of seals as per the terms and conditions of the contract in the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....].
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of three years and six months from the date of issue (whichever is later) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without

affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on _____ or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

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

To,

**The Chief General Manager,
Central Region,
Container Corporation of India Ltd.
Nagpur.**

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 CONCOR website. If at any stage, alteration/modification is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original tender document, failing which CONCOR reserves the right to reject the tender and / or cancel the contract.

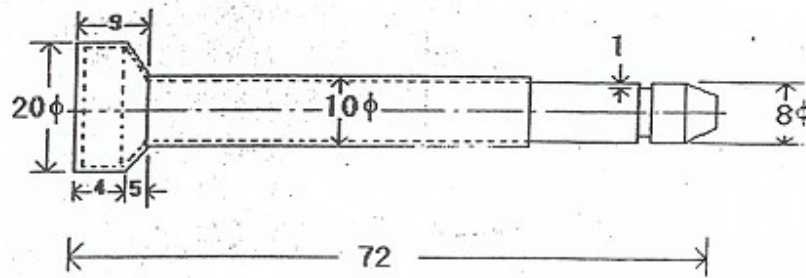
Signature of the authorized signatory.

With seal

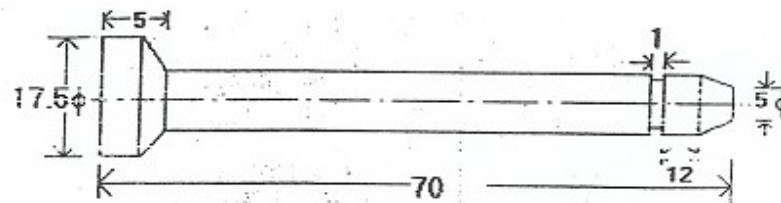
(MEASUREMENTS/DIMENSION OF OTL IN MM)

Drawing Sheet No. 1 :

Dimensions of the Male part with ABS Plastic Cover (in mm)



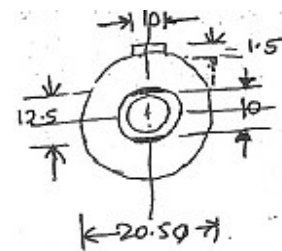
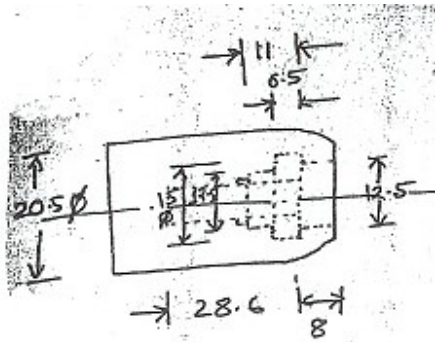
Dimensions of the Male part without ABS Plastic Coating (in mm)



(Measurements/Dimension of OTL)

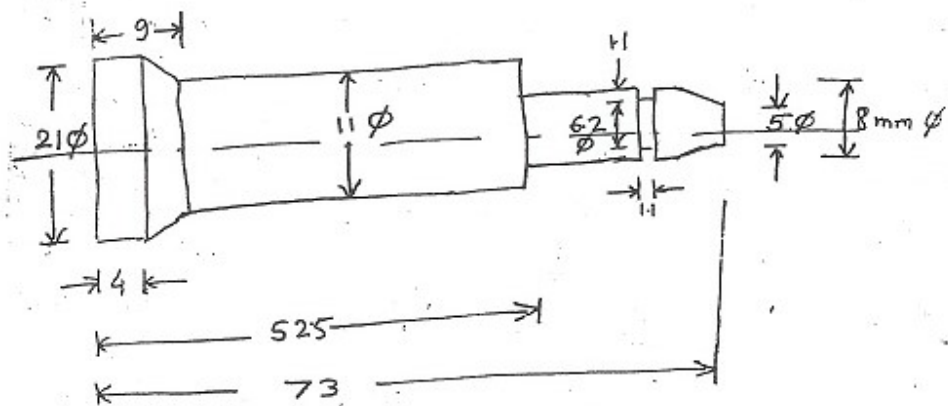
Drawing Sheet No. 2

Dimension details of provided sample seal (in mm)

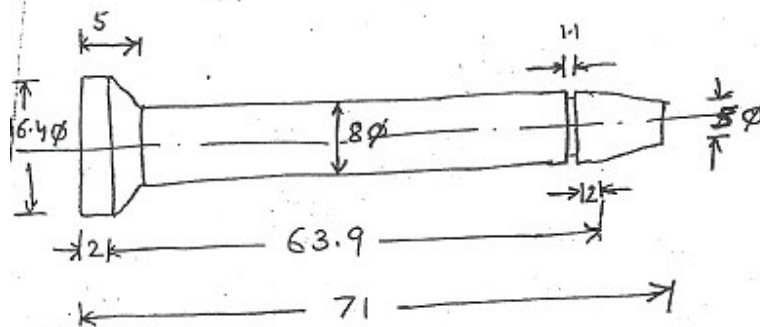


Dimension of female part
(with ABS Plastic)

Dimension of male part
(with Plastic ABS)



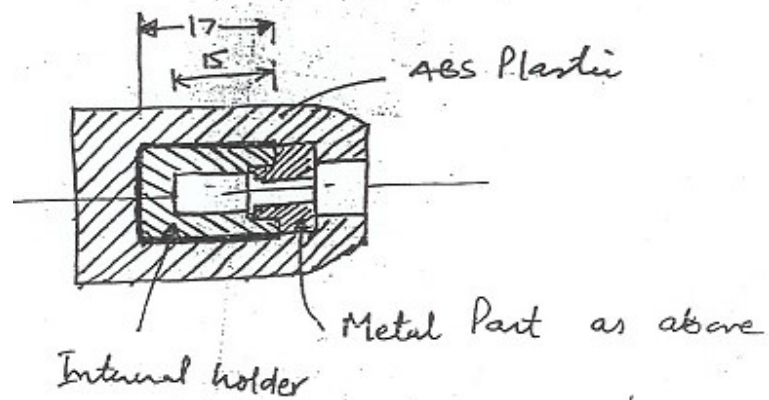
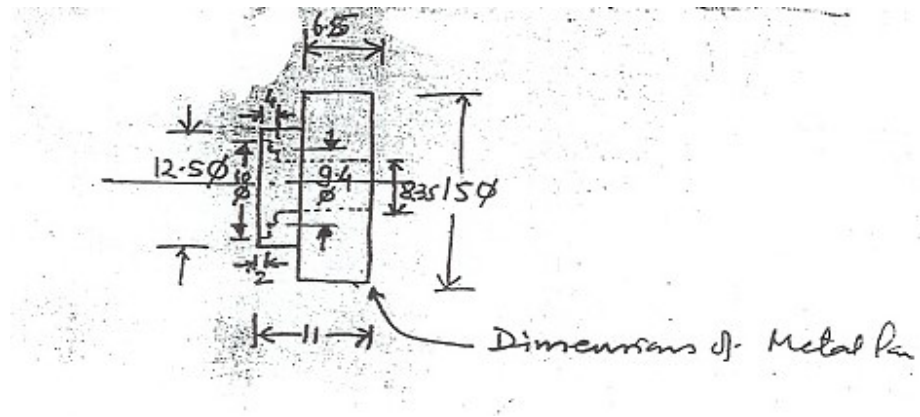
Dimensions of male part (only metal part)



(Measurements/Dimension of OTL)

Drawing Sheet No. 3

Dimensions of the metal portion of female part (in mm)

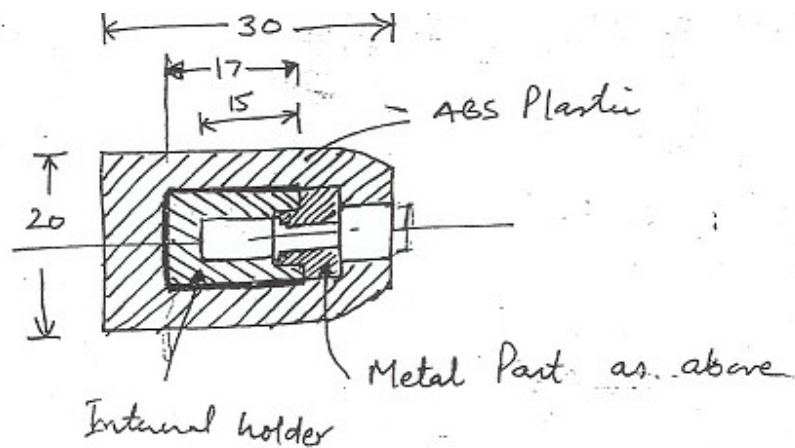
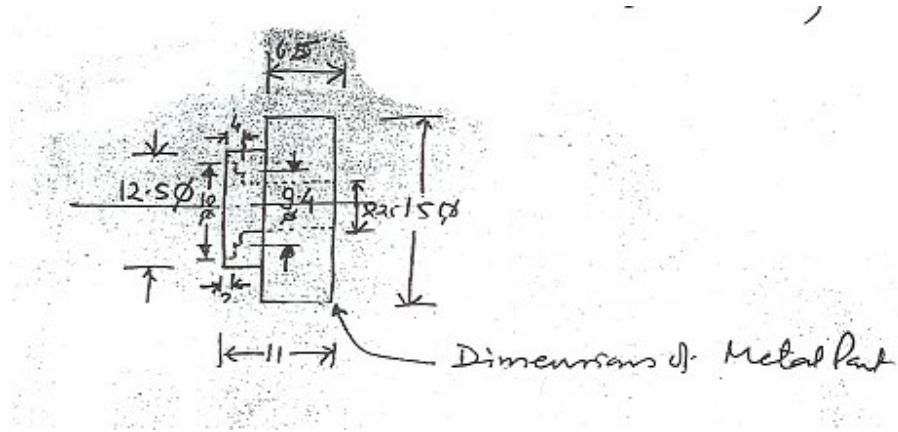


Metal Steel Ring (split) to suit the step
(19 SWG)



(Measurements/Dimension of OTL)

Drawing Sheet No. 4



Metal Steel Ring (split) to suit the step
(19 SWG)

