

CONTAINER CORPORATION OF INDIA LIMITED
(A Govt of India Undertaking – Ministry of Railways)
CONCOR



भारतीय कंटेनर निगम लिमिटेड
भारत सरकार का उपक्रम, रेल. मंत्रालय

Tender Document
For
House Keeping and Cleaning Services For
CONCOR's

Inland Container Depot at Bhusawal

(OPEN TENDER - SINGLE BID SYSTEM)

CONTAINER CORPORATION OF INDIA LTD
1ST FLOOR, BPCL BUILDING, 7 CHITNAVIS MARG
CIVIL LINES, NAGPUR 440 001

TENDER DOCUMENT PRICE: Rs 2,240/-

TENDER NOTICE

1. Sealed tenders are invited in single bid system for the below mentioned work from established, experienced and reliable firms.
2. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of Chief General Manager (Central Region), as per date and time mentioned below and shall be opened in presence of the tenderers or their authorized representatives.

Tender No.	CON/CR/RO/HK-BSL/2017 dated 01.02.2018
Name of Work	Contract for House Keeping and Cleaning services at Inland Container Depot, Bhusawal (Open tender - Single Bid System)
Estimated Cost	Rs.12,86,460/- for 02 (1+1) years
Earnest Money Deposit	Rs.8600/- (Rupees Eight thousand and Six hundred only) (By Demand Draft in favor of "Container Corporation of India Ltd." payable at Nagpur)
Cost of Tender document	Rs.2,240/- including GST by demand draft in favor of "Container Corporation of India Ltd." payable at Nagpur.
Date of Tender Submission	23.02.2018 upto 15.00 HRS.
Date of Opening of bids	23.02.2018 at 15.30 HRS.

3. This tender document and its bidding document can also be downloaded from the website of CONCOR i.e. www.concorindia.com. However, the intending bidders who use Bidding Documents downloaded from the website should submit the document sale proceeds of Rs.2,240/- including GST by way of Demand Draft in favour of "Container Corporation of India Ltd." payable at Nagpur at the time of submission of bid otherwise the bid will not be considered and summarily rejected.
4. Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for any delay/ difficulty/ inaccessibility of downloading facility for any reason whatsoever. An undertaking should be given as defined in Annexure-IV.
5. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

**(CHIEF GENERAL MANAGER)
CONTAINER CORPORATION OF INDIA LTD
Central Region, Nagpur**

TENDER FOR CONTRACT FOR HOUSE KEEPING AND CLEANING SERVICES AT CONCOR'S INLAND CONTAINER DEPOT AT BHUSAWAL FOR A PERIOD OF TWO YEARS FROM THE DATE OF AWARD OF CONTRACT

No. **CON/CR/RO/HK-BSL/2017**

Date: -----

1) SERIAL NUMBER ASSIGNED TO THE TENDER FORM: _____

2) DATE OF ISSUE:

3) NAME OF THE APPLICANT TO WHOM ISSUED: _____

4) FULL ADDRESS OF THE TENDERER: _____

5) DATE & TIME FOR SUBMISSION OF TENDER: **23.02.2018 before 15.00 HRS.**

6) BIDS WILL BE OPENED ON/AT: **23.02.2018** at 15:30 hrs.

7) ADDRESS FOR SUBMISSION AND OPENING:

CHIEF GENERAL MANAGER,

**CONTAINER CORPORATION OF INDIA LTD,
1ST FLOOR, BPCL BUILDING,
7, CHITNAVIS MARG, CIVIL LINES,
NAGPUR-440001 (MAHARASHTRA)**

**Full signature of the
Official Issuing Tender Form**

Official seal

Name in block letters.

Designation.....

This Tender Document is not transferable under any circumstances.

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 15:00 HRS ON 23.02.2018 AT THE OFFICE OF CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, 1ST FLOOR, BPCL BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR-440001 (MAHARASHTRA) TENDER WILL BE OPENED AT 15.30 HRS ON 23.02.2018 AT THE ABOVE ADDRESS.

TENDER FOR CONTRACT FOR HOUSE KEEPING AND CLEANING SERVICES AT CONCOR's INLAND CONTAINER DEPOT, BHUSAWAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF AWARD OF CONTRACT

TABLE OF CONTENTS

CHAPTER	CONTENTS	PAGE NO.
1	Tender letter	05-06
2	Instructions for submission Of tender	07-13
3.	Specific instructions regarding bid	14-15
4	Scope of works and Terms & Conditions governing the contract	16-30
Annexure – I	Letter of submission by the Tenderer	31-32
Annexure – II	Schedule of rates	33-34
Annexure – III	Agreement format	35-36
Annexure – IV	Bank Guarantee Bond format	37-38
Annexure – V	Specimen of undertaking for downloading the tender document from website	39

This tender document consists of 1 to 39 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 in full by the intending tenderer and embossed with official seal at the time of submission.

CHAPTER-I TENDER LETTER

Dear Sir,

The complete set of tender papers for the contract of “House Keeping and Cleaning Services” for CONCOR’s (Container Corporation of India Ltd.) Inland Container Depot, Bhusawal is enclosed. Please note that this set of tender documents comprising of the following contents which is not transferable under any circumstances:

Chapter 1 - Tender Letter

Chapter 2 - Instructions for submission of tender

Chapter 3 - Specific Instructions regarding bids

Chapter 4 - Scope of work & Terms & conditions governing the contract

Annexure I - Letter of submission of tender

Annexure II - Schedule of Rates

Annexure III – Format of Agreement

Annexure-IV- Format of Bank Guarantee Bond

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in sealed envelope. The envelope should contain all the documents listed in the chapter 2 on ‘Instructions for submission of tenders’ and Schedule of Rates (Annexure II) completely filled by you as mentioned in para 6 of the Chapter 2 on Instructions for submission of tenders. Please ensure that all the documents listed in the chapter 02 are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. Please ensure that you or your authorized representative signs each page of the Schedule of Rates before submitting it.

The tender should be submitted in a SINGLE envelope should be clearly super scribed Name of work and date of opening.

The sealed envelope superscribed as “Tender for House Keeping and Cleaning Services ” for CONCOR’s Inland Container Depot, Bhusawal. This envelope duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Limited, Regional Office, Central Region, 7, 1st Floor, BPCL Building, Civil Lines, Near Fire Service College, Nagpur PIN 440001 on or before 1500 hrs on **23.02.2018** It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

Please note that the tender offers will be taken out from the box at 15.30 hrs on the same date and venue in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

Tenderer may also download the tender document from CONCOR web site www.concorindia.com and the same may be submitted along with the cost of tender document i.e. Rs.2,240/- (Rupees Two thousand Two hundred and Forty only) by way of demand draft/pay order on Container Corporation of India Limited, payable at Nagpur, together with requisite EMD and other attested documents as called for, at the time of submission of tender document. In case of any deviation from the prescribed form mentioned

in website, found in the tender document submitted by the tenderer or non-submission of the cost of the tender form, EMD and other relevant documents, the tender shall be 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 conditions of tender document.

The tender bids will be opened at 15.30 on **23.02.2018** at the office of Chief General Manager, Container Corporation of India Limited, Regional Office, Central Region, 7, 1st Floor, BPCL Building, Civil Lines, Near Fire Service College, Nagpur PIN 440001. Any offer received after 15.00 hrs on 23.02.2018 will be not be considered and the same will be summarily rejected.

CONCOR reserves the right to

- Accept or reject any or all the Bids in part or in full.
- CONCOR also reserves the right to award the contract for Housekeeping and Cleaning Services to different bidders in case CONCOR cannot find a single party to do all the jobs. However it would prefer the same contractor to do all the works specified in the tender document.
- CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR.
- CONCOR reserves the right to retender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
- CONCOR reserves the right to disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.

You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with Terms and Condition.

You are requested to ensure that the tender document including bid are submitted after full consideration and understanding of the work envisaged under this contract as defined subsequently.

Chief General Manager
Central Region
for and on behalf of Container Corporation of India Ltd

Chapter – 2

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

The Container Corporation of India Ltd., (CONCOR) manages and operates Container Terminals viz, Inland Container Depots (ICDs), Container Freight Stations (CFSS) and Domestic Container Terminals (DCTs) located all over the country.

2. BRIEF SCOPE OF WORK:

2.1 The scope of work is described in detail in the chapter on “Scope of Work”. In brief, the scope of work includes: -

Housekeeping and Cleaning Services of Inland Container Depot, Bhusawal.

2.2 The tenderer should note that the scope and the quantum of work indicated in the chapter on “Scope of work” serve only as guide and the quantum of work is subject to variation or adjustment depending upon the actual requirement at Inland Container Depot, Bhusawal. Any variations, additions and/or deletions in the items of work actually to be carried out, shall not form the basis of any claim against CONCOR or of any claim for compensation on this account. CONCOR also reserves the right to get fresh quotations for any additional category of work.

3. BONAFIDE OFFERS

3.1. The Tenderer should be a bonafide Housekeeping and Cleaning Services contractor of sound financial standing and should have adequate number of technically and professionally qualified personnel to manage the said work efficiently.

3.2. The tenderer should have the required experience as described in paragraph 3 of the chapter 3 on Specific Instructions Regarding Bids and comply with all the requisites laid down in the said chapter.

4. TENDER DOCUMENT

4.1 The Tender Document will consist of all documents listed in the table of Contents on page no. 5. The document listed in para 4.2 below must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. Incomplete or conditional tender is also liable to be rejected.

4.2 Eligibility criteria for the tenderers.

A. Crossed demand draft of Rs.8600/- (Rupees Eight thousand and Six hundred only) towards Earnest Money Deposit.

B. Copies of constitution of firm such as affidavit / Shop & Establishment Registration Certificate for sole proprietorship firm, Partnership Deed for Partnership Firm, memorandum and articles of association along with Certificate of Incorporation in case of Limited Company.

- C. The bidder should have total(arithmetic sum) of turnover/revenue income from the operations totaling to Rs.11.58 lakhs during the last three financial years prior to the date of tender opening. Copy of audited profit and loss A/c statement or chartered accountant certificate clearly showing turnover for the last three financial years 2014-15, 2015-16 and 2016-17 in support of turnover to be submitted.
- D. Networth: The tender must have a positive net worth based upon latest completed(audited) annual accounts.
- E. Copy of proof of experience of at least one similar work of Housekeeping & Cleaning services for office/commercial complex/open yard area etc of value of Rs 4.51 lakhs under single contract during last four financial years 2013-14, 2014-15, 2015-16 & 2016-17 prior to tender opening of the tender with Central/State/Semi Govt/PSU/CFS/ or any reputed company. Experience certificate issued by the organization is to be attached.
- F. Copy of Power of Attorney(if required).
- G. Copy of registration with Provident Fund authorities & ESIC authorities.
- H. Copy of GSTN registration.
- I. The tender document with all pages intact and duly signed in full by the Tenderer.
- J. Copy of Income Tax Return.
- K. In case of bid submitted by the existing contractor for the same capacity in the same facility, his bid should necessarily be accompanied by a satisfactory performance report from Terminal In charge of the same terminal. In case, his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, his bid will not be considered and will be summarily rejected.

Non-submission of any of the above document will lead to rejection of bid.

5.0 COMPLETION OF TENDER DOCUMENT

- 5.1 The tenders should be complete in all respects and should contain all the information including details of present business, financial standing which would enable CONCOR to evaluate the bid and decide the credentials of the tenderer for performing the work envisaged by the Contract.
- 5.2 The tender documents complete in all respects placed in single sealed envelope superscribing "Tender for Housekeeping and Cleaning Services at Inland Container Depot, Bhusawal".
- 5.3 Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the tenderer with date and seal.
- 5.4 The tenderer shall quote rates for all the items of work mentioned in the Schedule of Rates (Annexure-II), Tenders with incompletely filled schedules may not be entertained. Please note that incomplete or conditional tenders are liable to be rejected.
- 5.5 If the tenderer deliberately gives wrong information or conceals some facts in his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tenders at any stage without any financial liability.

- 5.6 Each page of the tender document should be signed in full with seal by the tenderers or such person on his behalf as is legally authorized to sign on his behalf in the manner described below in paragraphs 5.7 to 5.9.
- 5.7 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and in the name of the firm with its current address.
- 5.8 If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current addresses or be a partner holding a power of attorney for the firm signing the tender documents, in which case the certified/notarized copy of the Power of Attorney shall accompany the tender documents. A certified copy of the partnership deed, current address of the firm and the full name and addresses of all partners of the firm shall also accompany the tender document.
- 5.9 If the tender is submitted by a limited company or a limited corporation, it shall be signed by the duly authorized person holding Power of Attorney for signing the tender documents, in which case a certified/notarized copy of the Power of Attorney shall accompany the tender documents. Such limited company and corporation will be required to submit Memorandum and Articles of Association.
- 5.10 CONCOR will be empowered to seek clarifications or call for additional /deficit documents from the bidders.

6.0 SCHEDULE OF RATES

- 6.1 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of rates and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in paras 5.7 to 5.9 above.
- 6.2 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-4 on "Scope of Work" and "Terms & Conditions". 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 or did not understand the work envisaged by this Contract, Labour or local laws.
- 6.3 The rates quoted in the Schedule of Rates should be reasonable and workable. The tenderer should submit an analysis of rates if called upon to do so by CONCOR.
- 6.4 The rates in Schedule of Rates should be quoted in words and figures. In case of any discrepancy or difference between the rate(s) quoted in figures and words, the rates quoted in words shall be treated as the correct rate.
- 6.5 Any overwriting in the Schedule of Rates 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. The total number of cuttings on each page must be mentioned at the bottom of each page.
- 6.6 Any variation, addition and/or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.

6.7 CONCOR reserves the right to retender or modify the terms and condition of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e. L-1.

6.8 Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.

7 SUBMISSION OF TENDERS – TIME LIMIT/MODE

7.1 The tender documents duly completed should be submitted in single sealed envelope superscribed as **“Tender for Contract for Housekeeping and Cleaning Services at Inland Container Depot, Bhusawal”**. The single sealed envelope should contain all the information including details of present business and financial standing which would enable CONCOR to decide on credentials of the tenderers for performing/doing the job besides Earnest Money, Schedule of Rates (Duly filled & signed) and other documents listed above and elsewhere in tender document and addressed to **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, 1ST FLOOR, BPCL BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR-440001 (MAHARASHTRA)**.

7.2 The tenders duly completed as described in para above must reach the designated office of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, 1ST FLOOR, BPCL BUILDING, 7, CHITNAVIS MARG, CIVIL LINES, NAGPUR-440001 (MAHARASHTRA)** up to 15:00 hrs. on **23.02.2018** positively.

7.3 The tenders will be opened at CONCOR’s office, located at the above address at 15:30 hrs. **23.02.2018**.

7.4 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders submitted by other modes will not be considered.

7.5 Tender must be enclosed in a sealed cover, superscripted **“Tender No CON/CR/RO/HK-BSL/2017 and name of work House Keeping and Cleaning services at Inland Container Depot, Bhusawal”** and must be sent by registered post/courier to the address of Chief General Manager, so as to reach the nominated office not later than 15:00 hrs on the date **23.02.2018** 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 15:00 hrs on dated **23.02.2018**. The tender will be opened at 15:30 hrs on the same day.

7.6 **Any tender received after specified date and time of submission of tender shall be summarily rejected”**.

7.7 **Delayed tender** is the tender received before the time of opening but after the due date and time of submission of tenders. **Late Tender** is the tender received after the specified time of opening of tender, **Post tender** is the tender received after specified date and time of opening.

7.8 Delayed Tender/Late tender/Post Tender **shall not be opened** and will be summarily rejected.

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

7.10 CONCOR will be empowered to seek clarifications or call for additional /deficit documents from the bidders.

8 STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the sites of the work to Study the nature of work and the local conditions. It may be noted that the scope work here refers to the area to be covered and not intensity of the cleaning/maintenance services. The tenderers are advised to visit the site and make their own assessment of the total work/resources/labour requirement and bid accordingly.

9 VALIDITY OF OFFER

9.1 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.

9.2 If the tenderer fails to observe or comply with the said stipulation, the total amount of Earnest money shall be liable to be forfeited by CONCOR.

10. ACCEPTANCE OF TENDER

10.1 The authority for acceptance of the tender documents and tendered rates will rest with the Regional Head/Chief General Manager, Container Corporation of India Ltd., Nagpur, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.

10.2 Acceptance of tendered rates will be communicated by telephone/fax/courier/registered/speed post letter or formal acceptance of tender. In case where acceptance is indicated by fax or express letter, the formal acceptance of tender will be forwarded to the contractor as soon as possible, but the fax or express letter should be deemed to be concluding the contract.

10.3 The tender document in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

10.4 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 two working days.

10.5 If tenderer deliberately gives wrong information or conceals any information or misrepresents the facts in his tender, which shall be favorable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

11.0 EXECUTION OF CONTRACT DOCUMENT

11.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Central Region, Container Corporation of India Ltd. Nagpur in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents within **15 (Fifteen)** days of the date of issue of communication from the CONCOR's office. However Regional Head/CGM (CR) may extend the time limit on the request of contractor if there are sufficient reasons for doing so.

11.2 Failure to execute the contract documents shall constitute a breach of contract concluded by the acceptance of tender, leading to forfeiture of earnest money besides any other action CONCOR takes, including termination of the contract. In such an eventuality, CONCOR may also exercise any other legal remedy available under the terms of this tender document under Law.

12.0 CONFIDENTIALITY OF TENDER DOCUMENTS

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

13.0 POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

14.0 Acceptance of tendered rates will be communicated by Telephone/Fax/ Courier/Registered AD. Informing the successful bidder through these means should be deemed to conclude the contract awarding process. 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.

15.0 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Central Region, Container Corporation of India Ltd. Nagpur in person or if the tender is a firm, company or corporation, a duly authorized representative shall so appear and execute the agreement and submit a security deposit within a period of 15 days and commence the work within 7 days after execution of agreement or the date specified by Regional Head/CGM (CR) whichever is later. Regional Head/CGM (CR) may extend the specified time limit for execution of agreement, submission of security deposit and starting the work on the request of bidder interest of CONCOR, if there are sufficient reasons for doing so.

16.0 CLARIFICATION OF BIDS

Any clarification on bid document can be sought in writing and should reach the office of **Chief General Manager, Container Corporation of India Ltd., 1st Floor, BPCL Building, 7, Chitnavis Marg, Civil Lines, Nagpur – 440001 (Maharashtra) at least 7 days prior to the opening date of the tender.** No request for extension of date of submission of tender will normally be entertained on this account. Any other clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point can be sought from Regional Head/Chief General Manager, 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 shall be final and binding.

17.0 All MSEs registered under the following authority will be regulated as under:

- (a) Such one 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 Earnest Money Deposit :-
 - (1) District Industries Centers
 - (2) Khadi and Village Industries Commission
 - (3) Khadi and Village Industries Board
 - (4) Coir Board
 - (5) National Small Industries Corporation
 - (6) Directorate of Handicraft and Handloom
 - (7) 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 attested copy of Certificate issued by concerned deptt.
- (d) The MSEs must also indicate the validity date of their registration. In case 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.

18.0 This tender document consists of a total of 35 pages. While buying this document you should ensure that all the pages are intact All pages should be duly signed by the bidder while submitting the tender.

CHIEF GENERAL MANAGER
For and on behalf of
Container Corporation of India Ltd.

CHAPTER – 3
SPECIFIC INSTRUCTIONS REGARDING BID

1. INTRODUCTION

- 1.1 The bidders are requested to study the entire tender document before preparing and submitting the bid.
- 1.2 All the documents listed at paragraph 4.2 of Chapter-2 in General Instructions to the Tenderer and as described further in this chapter, which are required for should be put in sealed envelope
- 1.3 All the documents listed in this chapter, except Bank Demand Drafts, should be countersigned by the tenderer as mentioned in paragraph 5 of the chapter-2 on Instructions for submission of Tender.
- 1.4 A list of all the documents submitted with the bid and details of the demand draft should be provided by the tenderer in the envelope for bid.
- 1.5 The letter of submission of Tender (Annexure-I), duly signed by the tenderer, giving complete address, telephone numbers, etc., should be submitted as a part the bid. The letter of submission of Tender should be submitted as the top-sheet of the bid.
- 1.6 The tenderer should also submit Annexure-II (Schedule of Rates) duly filled and signed along with tender document and along with other documents listed in this chapter.
- 1.7 The tenderer should ensure that all the necessary documents are submitted in original and countersigned by him or his authorized representative. In cases where it is not possible to submit original documents, the tenderer may submit photocopies duly notarized or certified by a Gazetted Officer of central/state Government. However, the tenderer shall submit the original documents for scrutiny and verification, whenever required by CONCOR, at any time during the consideration of the tender and failure to do so, may result in rejection of the tender.

2.0 EARNEST MONEY

- 2.1 The contractor will be required to deposit a sum of Rs.8600/- (Rupees Eight thousand and Six hundred only) as earnest money along with completed tender documents bid by crossed demand draft drawn in favour of Container Corporation of India Ltd payable at Nagpur and valid for a minimum period of six months from the date of issue. Documents submitted without EMD will be summarily rejected.
- 2.2 It shall be understood that the tender documents have 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.
- 2.3 The EMD shall be forfeited to CONCOR, if the tenderer fails to observe or comply with the stipulation in para 2.2 above or fails to execute an agreement as stipulated in the chapter on “General Instructions to the Tenderer” or refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit.
- 2.4 No interest shall be allowed on the earnest money deposited and on the security deposit as referred to under paragraphs below.

2.5 The EMD deposited by the successful tenderer will be adjusted towards the security deposit referred to in the chapter on Terms and Conditions governing the contract below, subject to the conditions stipulated in paragraphs 2.2 & 2.3 above. The EMD of the unsuccessful tenderers will be returned as soon as possible after the tender have been finalized.

3.0 STATUS & EXPERIENCE OF TENDERERS

3.1 The tenderer should enclose notary attested documents/ certificates/ award letter of contracts in proof, to the satisfaction of CONCOR, of his previous experience in the work of Housekeeping and Cleaning Services for any Central/State Govt. & Public Sector undertaking or reputed private institutions within the last preceding three years. The experience should be in the same name/firm/composition in which the tenderer is applying for this contract. Tenders, which are not supported by satisfactory credentials in proof of experience, will not be considered. In case of bid submitted by the existing contractor for the same capacity in the same facility, his bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered. Existing contract of CONCOR can submit original or notarized photocopies of experience certificate issued by CONCOR having clearly indicating the satisfactory performance during the contractual period.

3.2 The Tenderer should also give a list of ongoing contracts, if any, of Housekeeping and Cleaning Services indicating clearly the name of the party, and duration of contract.

3.3 **Tenders not supported by satisfactory credentials will not be considered.**

3.4 CONCOR reserves the right to ignore or reject tenders submitted by parties who have been blacklisted by State / Central Government Undertaking or any Public Sector Undertaking or their contracts terminated by CONCOR at any point of time.

**CHIEF GENERAL MANAGER
For and on behalf of
Container Corporation of India Ltd.**

Chapter - 4

Annexure B

SCOPE OF WORK & TERMS AND CONDITIONS GOVERNING THE CONTRACT

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

Illustrative nature of work required to be done by contractor are as under:-

2. BRIEF SCOPE OF WORK:

- 2.1 The scope of work is described in detail in the chapter on "Scope of Work". In brief, the scope of work includes: -

Estate Maintenance Cleaning and housekeeping services of ICD Bhusawal.

- 2.2 The bidder should note that the scope and the quantum of work indicated in the chapter on "Scope of work" serve only as guide and the quantum of work is subject to variation or adjustment depending upon the actual requirement at Bhusawal Container Terminal, Bhusawal. Any variations, additions and/or deletions in the items of work actually to be carried out, shall not form the basis of any claim against CONCOR or of any claim for compensation on this account. CONCOR also reserves the right to get fresh quotations for any additional category of work.

3 SCOPE AND NATURE OF WORK:

- i) The bidder is required to quote rates in Annexure-II of the Bid Documents for the items as mentioned in the annexure. However, the bidder must consider the following before quoting the rates.
- ii) Bidder will have to use equipments, tools such as Vacuum Cleaners, Carts, trolleys, ladders, buckets, mugs, baskets etc for carrying out the Estate Maintenance Cleaning and housekeeping works at ICD Bhusawal. Apart from this the contractor is required to use consumables (approved materials by CONCOR officials) such as detergents, phenol, acids, naphthalene balls, air purifiers, room freshners, napkins, etc for this purpose and also provide safety gadgets and other instruments for communication to the personnel deployed by him, at his own

cost. The bidder may make his own arrangement for equipment, tools, consumables as per the requirement of terminal.

- iii) The garbage originating from the area covered under the bid be dumped on daily basis or as and when required in the dust bins provided at the nominated place within /outside the terminal.
- iv) "In case of work to be done through NAGAR PALIKA like Seepage Tank cleaning, sewerage work, or any kind of work to be carried out by local municipal authority. The contractor may take prior sanction of the terminal in-charge on case to case basis and coordinate with the Local Authority Office of Nagar Palika to get the work done as per the rules and cost of local municipal body. After work done certification from the CONCOR official nominated by the terminal in-charge, the contractor may be reimbursed the actual amount of Bill paid to NMC/Local body after due production of payment voucher/receipts from the NMC and actual work done basis. It is to mention that the scope of work to be carried out by NMC or by the contractor will be decided on the nature of work, skills and equipment required, etc at the sole discretion of the terminal in charge. The work to be carried out by NMC will be the sole discretion of CONCOR and not the contractor."

4 **A) Scope of work for Inland Container Depot /Bhusawal:- Area to be covered for Estate Maintenance Cleaning and housekeeping in approximation is as under:**

Total Yard Area - 37570 Sq. mt. Approx

I) Developed Area : 32492 Sq.mt Approx

The details of the developed area are furnished below:

- | | |
|---|---------------|
| 1. Total rail Yard Area including railway track - | 13650 Sq.Mt. |
| 2. Warehouse & Surrounding Area - | 9500 Sq.Mt |
| 3. Security Office & Surrounding Area (Three room)- | 100 Sq.Mtr |
| 4. D.G.Room meter room & surrounding are - | 40 Sq.mt. |
| 5. Public Toilets near security room - | 50 Sq.mt. |
| 6. Main Gate to Railway siding - | 840 Sq.mt |
| 7. Road (in front of Admin) - | 500 Sq.Mt. |
| 8. Road (Rail Siding to Warehouse gate) - | 600 Sq.mt. |
| 9. Main gate to Main Road T-Point. - | 1000 Sq.Meter |
| 10. Building Area (Customs & CONCOR) - | 400 Sq.Meter |
| ADMIN Building -& Surrounding | |
| 11.New Yard (behind Security office gate) - | 5812 Sq.Mt. |

There are 09 medium size room with 02 attached toilets, one public toilets and Kitchen and terrace.

II) Un-developed/Proposed Area to be developed - 5078 Sq.mt Approx

The area in front admin building is likely to be developed in future approximately area 5078 Sq.Mtrs. However, presently this area is not included in the scope of work for House Keeping & Cleaning services. Whenever, the constructions work will be completed and the area is taken in use of CONCOR then this area will also be included in the scope of work on the same rates as quoted by the successful bidder.

Note: Above details of the area are in approximation and it may change for which no additional charges will be paid. However, prospective bidder should visit at site before submitting there offer.

B) CLEANING OF YARD & WAREHOUSE ON DAILY BASIS:

- i) Cleaning of any blockage in the drainage, manholes, etc in the Administrative Building, etc.
- ii) Regular removing of Grass/ bushes in the premises of the ICD including the rail siding.
- iii) Cleaning of Rail side yard, CFS yard, rail siding and surrounding area etc.
- iv) Cleaning of warehouse which includes inside as well as areas around both the warehouses. The staff utilized for cleaning of warehouse area should be exclusively deployed during working hours at warehouse itself.
- v) Cleaning of ancillary blocks like Generator Room, C& W Block (near rail siding). MSEB Meter Room, Yard office etc.
- vi) Post monsoon removal of grass, bushes from the entire complex Periodic cleaning/removal of Grass, bushes along boundary walls, Railway Lines and all other locations of Bhusawal Container Terminal and new area under development in the premises of BCT.
- vii) The area of import yard, export yard, empty yard and other paved areas of yard to be cleaned.
- viii) The agency shall be responsible for clearance of all waste material including garbage, waste packing material, and sweeping left over etc. The garbage / waste material will be disposed off by the agency in any manner as deemed fit, subject to his observing Municipal Corporation / state Government / Local bodies / Customs / port and health Department Authorities, Rules / Acts / Statues regarding “garbage disposal” of Custom, port and Health dept. authorities.
- ix) In case the removal of waste material is delayed, CONCOR shall be free to make alternate arrangement at the risk and cost of agency. The agency shall be liable for all expenses/earnings incurred in the process of disposal of garbage/waste material / waste sweeping.
- x) The agency should apply to CONCOR before removal of garbage/waste material. CONCOR shall issue a letter to customs to permit clearance of garbage/waste material on receipt of application from the agency. The agency shall be responsible for obtaining necessary permission from Customs for removal of garbage / waste material.
- xi) Cleaning/ removal of mud from the drains during raining season in yard area.
- xii) The agency has to use his own equipment tools and implements required for this work like brooms, brushes, carts, trolley, trucks, ladders, buckets, mugs baskets, vaccum cleaner, scrubber, gardening tools etc.

C). GENERAL DESCRIPTION OF WORK

- a. Cleaning, sweeping , mopping and wiping of floors, staircase of different types on daily basis and as per requirements or as directed by the Terminal Head or his authorized official.
- b. Carpets in the chambers of all officers will have to be cleaned daily with soft brush & vacuum cleaner, dry cleaning of carpets by dry cleaning machine once in a month as per directions of In-Charge.
- c. Thorough cleaning of all toilets with required detergent by putting naphthalene Balls and air purifier in all urinals, washbasins etc. thrice daily.
- d. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, Doors, windows Venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc., with dry/wet cloth, feather brush and duster on daily basis before 09:30 a.m.
- e. The items required for cleaning such as detergents, phenol, acid, naphthalene balls, air purifiers, room fresheners etc. will be borne by the contractor. CONCOR will not supply/issue any items / equipment such as vacuum cleaners, buckets, dustbins, etc. required for this purpose.

D) DAILY SCHEDULE OF WORK.

- i) Cleaning of toilets daily with phenol and detergent etc. and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Washbasins, urinals are to be cleaned with proper detergent. Flushing system of all toilets is to be checked at regular intervals every day. Naphthalene balls, air purifier and liquid soap and paper rolls in all officers toilet are to be provided regularly to ensure continuous availability of these materials in requisite places.
- ii) Bringing to the notice of CONCOR the maintenance problems in the toilets to enable prompt attention by the concerned maintenance department.
- iii) Cleaning/sweeping, mopping/house keeping of office area/counters including, Security post, TXR building and corridors, staircases, parking area and common area with phenol in the morning daily before 09.30 a.m.
- iv) Cleaning & mopping of electrical genset rooms, Fire Hydrant Pump House & other installations once in a day.
- v) Collection of waste paper from rooms, warehouses, security post putting in dustbin at the specified location at least thrice a daily.
- vi) Cleaning of carpets by soft brush & vacuum cleaners at least once a day.
- vii) To clean glass panes on doors, windows, partitions & venation blinds with soap/cleaning agent twice a day.
- viii) Cleaning of duct and shaft spaces, garbage, removal and putting them in Dustbin Kept outside the building.

- ix) Cleaning/removal of any type of stains of ink etc. from the building premises and Staircases.
- x) Room fresheners in all office area to be used daily in the morning and as and when required. Room fresheners should be of ISI Mark or of standard make.
- xi) Cleaning of computer and other gadgets (terminal/printers and other accessories) every day with dry cloth in presence of In-charge for computers.
- xii) Washing of linen such as hand towels, etc on daily basis.
- xiii)** Dusting of all furniture, walls, false ceiling, curtains etc before working hours.
- xiv) Minor plumbing works like changing washer, removing blockages of drain pipe, tightening loose fittings etc. as and when required.
- xv) Cleaning of Refrigerator, Water Cooler, ACs, Machine etc.
- xvi) Assisting in manning of reception desk and EPABX from 0930 hours to 1800 hours on all days except holidays and Sundays, including dispatch and receipt of dak.
- xvii) Providing necessary assistance for circulation of messages, documents and serving of refreshments exclusively to visitors in Chief Manager's office and during meetings in BCT.
- xviii) Maintenance and up-keep of indoor plants and outside Garden in front of Administrative building and warehouse.
- xix) Filling of water into water coolers in summer season in BCT premises as per requirement.
- xx) Delivering of daily dak to Regional Office and other offices within the city.
- xxi) Any other petty work not specifically mentioned in the scope of work and assigned by Terminal Incharge.
- xxii) All the workers/staff must wear uniform provided by the contractor/agency and shoes and safety jackets.
- xxiii) It may be noted that the computer centers including server room are required to be vacuum cleaned as brooming is not permitted.
- xxiv) The agency should employ a supervisor having controlling skills to monitor work & keep the control over the cleaning activities of the ICD. The supervisor employed must be capable of verbal & written communication and shall report to CONCOR officials on daily basis. The supervisors shall submit daily cleaning reports to CONCOR officials.
- xxv) The agency will be spray insecticide twice a month inside all offices, toilets, warehouse and custom office.
- xxvi) Only female safai workers will attend to ladies toilets.

E) WEEKLY SCHEDULE OF WORK :

- i. Cleaning of all record rooms and removal of garbage & dead animals (if any) as per instruction of Terminal Incharge.

- ii. Washing of floors with soap/stain cleaner, removing jala/insects/cobwebs from wall ceiling, under tables/chairs/cup boards, etc with vacuum cleaner.
- iii. Special cleaning of window blinds and curtains.
- iv. A thorough dusting of all partitions in the CONCOR offices with detergent.
- v. Cleaning of name boards / notice board.
- vi. Cleaning / dusting of all rolling shutters in the ICD.
- vii. Removal of waste/wastage from the ICD premises dumping them at the nominated place and disposal as per instructions of terminal Incharge.
- viii. Cleaning of underground and all overhead water tanks at ICD & ware house yard office (including that of the hydrant).

F) MONTHLY SCHEDULE OF WORK:

- (i) Chemical cleaning of all carpets in officers chambers.
- (ii) Dry cleaning of sofas/carpets and dusting of CONCOR office name boards.
- (iii) Cleaning of warehouse truss in the ICD Bhusawal.

List of approved Materials to be used for this purpose:-The list indicated below are only illustrative not exhaustive.

List of Materials Brand name

Manufacturing

i) Cotton Towels

Bombay Dying,DCM

ii) Flush Cleaner

Harpik,

iii) Odonil, Urinal Cubes

Balsara, Bayer,

iv) Stain glass cleaner

Collin,

v) Room freshener

Jasmine, Rose, Fresco,

Johnson& Johnson,

Sandal,

Lavender,

vi) Soaps, Detergents

Rexona, Lux, Surf Excel,

Vim Bar

vii) Brooms

viii) Dust bins/Baskets etc.

ix) Vacuum Cleaner

x) Mechanical Floor cleaning machine for scrubbing with operator.

Note: Consumables shall be of above make or similar make.

G). PROCEDURE FOR EXECUTION OF WORK.

- (i) All the stains on walls as well as floor of toilets, corridors, rooms including glass panes stair case, lift lobby passage/walkway, etc. shall be removed by scrubbing with brush and by suitable acid/chemical wherever required.
- (ii) Brass items shall be cleaned with dry cloth before polishing of items. Approved quality cleaning material shall be applied and rubbed, till surface shines and the spots are removed.
- (iii) First, dirt shall be removed from the floor then the floor shall be cleaned with plain water. After that soap water solution of proper strength shall be spread on the floor and rubbed by mechanical scrubbers wherever it is not possible to rub with mechanical scrubbers hand brush shall be used to clean

the floor. After sufficient scrubbing, the floor shall be properly washed with plain water and dried with cloth.

- (iv) All the rooms having carpet shall also be cleaned thoroughly with manual/mechanical means, using suitable material/labour for the said purpose.
- (v) All projections/balconies shall also be cleaned thoroughly. Also the opening of Choked drains wherever required shall be taken up.
- (vi) The bidder may make his own arrangement for equipment, tools, consumables/material as per the requirement of terminal.

H) JOINT PROCEDURE ORDER

Terminal Incharge/Manager of ICD Bhusawal and contractor will draw a joint procedure order for implementation of this contract in which the system for execution of work as mentioned in scope of work and unsatisfactory services etc. will be decided upon.

I) EQUIPMENT, MATERIAL, STORAGE & DISPOSAL OF GARBAGE.

- (i) The contractor shall not take out any material of commercial value in name of garbage.
- (ii) The contractor has to use equipments, tools & implements required for this work like carts, trolleys, ladders, buckets, mugs, baskets.
- (iii) The contractor has to use cleaning material like brooms, brushes, Soaps, detergents, soda, disinfectants preferably phenyl, Odonils, dusters, Cloth pieces or any other material required for this work & directed by the Terminal In charge.
- (iv) Water & Electric energy required for cleaning purposes shall be allowed free of cost by CONCOR.
- (v) Space for storage of material and equipments will be provided by CONCOR without any rent charges.
- (vi) The bidder has to use supply materials and consumables at his own cost, as per the specifications detailed in this bid document.
- (vii) The bidder has to obtain permission from concern authority for estate maintenance cleaning, removal, movement and dumping of garbage.
- (viii) The contract shall arrange for removal of garbage from ICD to NMC authorized dumping yard at his own cost.

- J)** To cover the total area of ICD Bhusawal for estate maintenance cleaning & housekeeping and to execute all the activities as mentioned above in scope of work, contractor/agency has to deployed minimum of twenty (20) workers at ICD Bhusawal.

5. REPORT

- i. The contractor/his representative should daily report to the officer Incharge or any other officer so indicated & takes day-to-day instructions and keeps records for the same.
- ii. The contractor/his representative should approach the officer incharge /Supervisor, if he needs any instructions, help or has any difficulty.

- iii. Routine notices, will be given by the officer Incharge.
- iv. The contractor shall make sure that he or his authorized representative is necessarily available during working hours for receiving & implementing the Instructions of the officer Incharge.

6. AMENDMENTS TO TERMS & CONDITIONS:

CONCOR reserves its rights to make additions/alterations to and or amend/alter the terms and conditions of this contract & the resultant contract, without basically affecting the core of the contract.

7. GENERAL CONDITIONS:-

- i. The services would be required to provide on all working days and working hours as specified by CONCOR.
- ii. The contractor will be required to make all necessary arrangements for rendering special services even at short notice.
- iii. The contractor must employ only people of good moral character.
- iv. All equipments like hand carts for carrying rubbish, detergents, dusters, cleaners, window pan cleaners, and all other implements required to maintain the high standard of cleaning expected by CONCOR and all users of the facility will be provided by the contractor at his cost. No additional payments on this account will be made by CONCOR.
- v. The contractor shall not sub-let the contract. He should ensure that a responsible personnel is made available to oversee the satisfactory working of all employees and to coordinate with CONCOR & carry out its instructions.
- vi. The contractor will be responsible for maintenance of service equipments at his own cost.
- vii. The contractor will keep register in each deptt. & take user signatures for discharge of contract responsibilities with respect to sanitation standards.
- viii. Any injury/ death of worker shall be at the entire risk of the contractor. It will be in the interest of the contractor to take a suitable risk policy to cover such risks.

8. STATUTORY COMPLIANCE:

- i. The contractor shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all Liabilities under the various labour laws and other like P.F., E.S.I., Bonus, Workmen's Compensation etc. shall be that of the Contractor, and CONCOR shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- ii. The contractor shall obtain necessary labour license from the licensing Authority under the Contract Labour (R&A) Act 1970, and contract rules framed there under and produce the same to CONCOR.
- iii. The contractor shall keep CONCOR indemnified against all losses damages, or liability arising out of or imposed in pursuance of any labour laws.
- iv. The contractor shall at all times during the contract indemnify CONCOR against all claims that may be made under the following under mentioned acts or any statutory modifications thereof.
 - (a) The Payment of Wages Act, 1936
 - (b) The Factory Act, 1948
 - (c) The Workmen's Compensation Act, 1923
 - (d) The Employees Provident Fund Act, 1952
 - (e) The Contract Labour (Regulation and Abolition) Act, 1970

- (f) The Payment of Bonus Act, 1965
- (g) The Payment of Gratuity Act, 1972
- (h) The Equal Remuneration Act, 1976
- (i) The Employees State Insurance Act, 1948
- (j) The Industrial Disputes Act, 1947
- (k) The Employment of Children Act, 1938
- (l) The Minimum wages Act, 1947
- (m) The Service tax Rules / Act 1994.

- v. Contractor shall pay the notified minimum wages through ECS/Cheque to their workers engaged in our premises for said work.

9. PAYMENT CONDITIONS:

- a. For due performance of specified work contractor will be paid the quoted and accepted amount per month.
- b. Payment for each calendar month will be made on presentation of contractor's bill in duplicate, which shall be verified and passed.
- c. The contractor shall submit the bill to the officer in charge of the unit within 1st week of every month. However, contractor has to disburse the wages to the labourers, as per the payment of wages Act-1936. All deductions towards Income Tax at source is applicable under the Income Tax Act.1961 and will be made from all the payments of contractor.
- d. The bill along with area covered by the agency for cleaning should be duly certified by the officer incharge of CONCOR's Inland Container Depot, Bhusawal. Payment will be made as per area covered for Housekeeping and Cleaning Services and certified by the officer incharge for the calendar month.
- e. Proof of payment of Wage Register, Muster Roll, PF & ESIC Challans, Service Tax Challans, material supplied, proof of payment of notified Minimum wages through cheque/ECS, ECR of PF etc shall be enclosed along with the bill for payment.
- f. During the currency of Contract, the contractor has to pay minimum wages as well as other payments which would be made applicable to the contractor by various laws, to the labourers as applicable & notified by the Government from time to time.
- g. CONCOR will have the right to recover any payment which might have been made to the contractor by CONCOR through in advertence, error etc., or any cause what so ever from bills and from the security deposit or any other amounts due to him.
- h. The contractor shall also provide any additional services not specially provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. The absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carry out or render such services.
- i. The decision of the Regional Head, CONCOR, Central Region with respect to the rates for extra/substituted items of works will be final and binding.
- j. No escalation shall be granted during the contract period.
- k. The payment of GST portion to the vendor will be released after the credit of GST is allowed in the electronic credit ledger of CONCOR.

10. TAXES AND OTHER LEVY AND DEDUCTIONS TOWARDS INCOME TAX etc. AT SOURCE.

1. Deduction of Income Tax or other levies at source wherever applicable will be made from the moneys payable to the contractor on the bills for work done in accordance with provisions of the applicable laws or any statutory modifications of the said laws from time to time.

2. IMPLICATION OF GST

- (a) The Contractor/Tenderer/Vendor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services contractor/tenderer will specify whether CGST/SGST will be attracted or IGST will be attracted alongwith rate thereof.
- (b) The Contractor/Tenderer/Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
- (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 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.

11. PERIOD OF CONTRACT

- 11.1 The contract shall initially be awarded for a period of 02 (Two) Years. CONCOR will have discretion for extending it for another 01(one) year on same terms, conditions and same rates prevailing at last day of normal contract.
- 11.2 Regardless of the above, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (four) months or till the new contract is finalized, whichever is earlier.
- 11.3 The date of starting of the work at the regional office shall be reckoned as the date of commencement of contract.

12. SECURITY DEPOSIT

- 12.1 The successful contractor whose rates are finally accepted must deposit 10% of the annual value, including that of the extendable period of one year as security deposit for successful performance under the contract. The security deposit may be furnished in the following form within **15 (Fifteen) days** from the date of the communication of award of contract (LOI). Failure to do so shall constitute breach of contract concluded by acceptance of tender.
- i) Bank guarantee of state bank of India or any nationalized bank in the proforma approved by CONCOR.
 - ii) Demand draft /pay order from a scheduled commercial bank in favour of Container Corporation of India limited, Nagpur.
- 12.2 The EMD already deposited by the successful contractor will be adjusted towards the security deposit and the contractor will be required to deposit the balance remaining towards the security deposit.
- 12.3 If he declines or fails to remit the additional amount towards Security Deposit, the entire amount of EMD will be forfeited.
- 12.4 Regional head/CGM (CR) may, at his discretion, increase the amount of security deposit proportionately to the increase in the volume of work, but not exceeding 50% of original security deposit.
- 12.5 No interest shall be payable by CONCOR on the Security Deposit.

13. RECOVERY FROM SECURITY DEPOSIT

- 13.1 CONCOR shall be entitled to recover any loss or damage that it may suffer or sustain by reason of failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the Security Deposit, the contractor shall at once make good the deficiency in the amount of security deposit within 30 days from the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 13.2 The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without any prejudice to CONCOR's right rescind the contract and other rights and remedies warranted by law.

14. REFUND OF SECURITY DEPOSIT

- 14.1 The security deposit, shall, subject to any deduction that may be made there from, be returned to the contractor within 3(three) calendar months after the termination of

the contract and upon issuance of no dues certificate by the officer Incharge. However, if there is a delay, the contractor shall not be entitled to any interest.

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

15.0 TIME LIMIT FOR SUBMISSION OF BILLS

- 15.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within three months of such service. If the contractor does not prefer a claim within the said period he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment thereof. Nevertheless, the Regional Head/CGM (CR), on written request from the contractor, can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 15.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within the stipulated three months period. Any claim for such under payment not received within the stipulated three month period shall be liable to be summarily rejected by CONCOR. Nevertheless, the Regional Head/CGM (CR), on written request from the contractor, can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

16.0 EXIT CLAUSE

- 16.1 CONCOR will also have the Liberty to seek a cause of termination of contract by serving an advance sixty days notice against contractor in case there are strong business reasons for it doing so as determined by its management

17.0 VERBAL OR WRITTEN UNDETAKING NOT BINDING UNLESS FORMALISED

- 17.1 Except as otherwise provided, a verbal or written arrangement, varying or supplementing this contract or any of the terms hereof shall not be binding on CONCOR unless and until the same are endorsed or incorporated in a formal instrument or agreement.

18 DEATH OF CONTRACTOR

- 18.1 No alteration by death, resignation, addition or otherwise for or to the Contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

19. SUBLETTING NOT ALLOWED

- 19.1 The Contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost

and risk of the contractor and all expenses borne on this account shall be recovered from him.

20. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

- 20.1 The contractor shall work in close consultation with and as per guidance and direction of officer Incharge Regional Office Nagpur.
- 20.2 In addition, in the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final.) On every single unsatisfactory occasion/incident on the sole discretion of the nominated CONCOR official will imposed liquidated damages from Rs. 1000/- (Rupees One Thousand only) upto Rs. 5000/- (Rupees Five Thousand only).
- 20.3 Further in the event of contractor not performing the requisite services, CONCOR shall be at liberty to deduct the proportionate payment on the basis of "No work-No pay" at sole discretion of officer incharge. The same shall be fined & binding on the contractor.
- 20.4 The contractor shall at all times ensure that his performance is satisfactory, failing which, CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the contractor. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.
- 20.5 In the event of contractor's not performing the requisite services, CONCOR shall be at liberty to carry on work under this agreement through any other agency directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of contractor and shall be recovered from any money due to him for from his security deposit referred to in this agreement.
- 20.6 Further more in case of repeated failures/unsatisfactory performance on part of contractor, it shall be open for CONCOR to give a show cause notice to the contractor for replying for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the contractor the contract can be terminated immediately. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit as it may consider fit, (ii) get the balance work done at the risk and cost of the contractor by making an alternative arrangement as deemed necessary and (iii) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 20.7 If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the contractor by CONCOR under this or any other of his contract with CONCOR anywhere in India or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract as stated above.

20.8 The Regional Head/CGM(CR), CONCOR is the person who shall be empowered to consider waiver of the above-mentioned liquidated damages on any account either in part or in full at his sole discretion.

21. ARBITRATION

21.1 In case of any disputes arising out of interpretation of any of the provisions of this contract, the Director, Container Corporation of India Ltd, 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

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

21.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.

21.4 The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the parking contractor shall be withheld on account of such proceedings.

21.5 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

21.6 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

21.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

21.8 The venue of arbitration is such place as may be fixed by the Arbitrator in his sole discretion.

21.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

22. SAFETY

22.1 It shall be the duty of contractor to acquaint himself with all safety regulations, applicable bye laws, rules and regulations.

22.2 The contractor shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying-out the work as required by the contract.

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

23. ADDITIONAL OR EXTRA SERVICES

23.1 The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of the contract. The contract shall also provide any additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation.

23.2 The rates for any new items of work or substitution of existing by a modified item would be derived in the manner given below :-

- a. As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
- b. If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility of CONCOR nearby would be applicable.
- c. If no such rates are available even in the nearby facility of CONCOR, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
- d. The decision of the Regional Head/Chief General Manager, CONCOR or any official nominated by him, with respect to the rates for extra /substituted items of work will be final and binding.

24. 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 Regional Head, 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 shall be final and binding.

**Chief General Manager/C.R.
For and on behalf of Container Corporation of India Ltd.**

The scope of work and all terms and conditions listed in tender document along with their sub-paras have been read carefully, understood and accepted.

**Signature of Tenderer
For and on behalf of (Name, Designation and Address)**

LETTER OF SUBMISSION OF TENDER

From

.....
.....

To,
The Chief General Manager,
Container Corporation of India Ltd.
Central Regional Office
Nagpur

Sub: TENDER FOR CONTRACT FOR Housekeeping and Cleaning Services FOR CONCOR's INLAND CONTAINER DEPOT, BBHUSAWAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMMENCEMENT OF CONTRACT.

Dear Sirs,

Having examined the Tender Documents consisting of terms and conditions of contract, notice/letter inviting tenders, instructions to tenderers, schedule of rates and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, relative to the work tendered for in connection with projects, and having conducted a thorough study of the job, site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability of land for right of way and offices and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of rates included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay liquidated damages to the CONCOR as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the Terms and Conditions of Contract with all correction and amendments, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works and according to the specifications. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within fifteen (15) days after notice that the contract has been awarded to me/us and to commence the work within fifteen (15) days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money

amounting to Rs...../- (Rupeesonly) only lodged with the CONTAINER CORPORATION OF INDIA LTD.

I/We have annexed to this tender all document contained in a cover superscribed with Tender No. CON/CR/RO/HK-BSL/2017 and all the documents listed in tender document including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling CONCOR to avoid any resultant contract.

I/We confirm having deposited earnest money Rs...../- (Rupeesonly) towards earnest money in the form of pay order/demand Draft no.....Dated.....Bank.....Branch.....in favour of CONTAINER CORPORATION OF INDIA LTD.", payable at Nagpur attached hereto.

I/We agree to keep this tender open for a period of 120 (one hundred and twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (one hundred and twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.

I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

SIGNATURE (S) OF THE TENDERER WITH STAMP

Name & Designation of authorized person (s)
Signing the tender on behalf of the tenderer (s)
(Power of attorney to be also enclosed)
Address/Telephone/Mobile No/Fax

SCHEDULE OF RATES**SCHEDULE OF RATES TO BE QUOTED FOR WORKING AS CONTRACTOR FOR THE CONTRACT OF HOUSEKEEPING AND CLEANING SERVICE AT CONCOR's INLAND CONTAINER DEPOT, BHUSAWAL****FOR INLAND CONTAINER DEPOT, BHUSAWAL**

MONTHLY CHARGES FOR CARRYING OUT ALL THE ACTIVITIES MENTIONED IN "SCOPE OF WORK" FOR CENTRAL REGIONAL OFFICE NAGPUR:

Per month rate in sq. mt. for Housekeeping and Cleaning Services as per scope of work mentioned in tender document	Unit	Rate in figure	Rate in words
	Per Sq. Mt.		

NOTE:

- i. THE RATE QUOTED SHOULD BE EXCLUDING GST.
- ii) **GST CLAUSE:**
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) 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.

- (f) 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.

All the terms and conditions listed in the tender document have been read carefully, have been understood and are accepted.

Signature of Tenderer
For and on behalf of (Name, Designation and Address)

Note:

1. The rate quoted shall be inclusive of manpower, material, equipments & tools, uniform, dumping of garbage, minimum wages payable from time to time during the contract period, EPF, ESI, Bonus, Labour Welfare Contribution, taxes etc, payable by the contractor to his employees/Govt authorities under various labour laws excepting GST.
2. The payment of PF and ESI should be considered while quoting the rates. The copies of deposit challans of previous month is the pre-requisite for processing payment.
3. If any discrepancy found in amount mentioned by bidder in figure and words, amounts in word will be considered as final.

AGREEMENT FORMAT FOR ACTING AS CONTRACTOR BY PROVIDING HOUSEKEEPING AND CLEANING SERVICES CONTRACT AT INLAND CONTAINER DEPOT, BHUSAWAL.

Contract Agreement No:

DT:

An agreement made this day of, Two thousand and _____ between Container Corporation of India limited, (CONCOR), A Govt.of India Undertaking and a company registered under Indian Companies Act,1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110076(Which expression shall mean and includes its successor or successors in Office and assigns) representing herein by the of Chief General Manager, Container Corporation of India Limited, Regional Office, Central Region, 7, 1st Floor, BPCL Building, Civil Lines, Near Fire Service College, Nagpur PIN 440001 (hereinafter called Company)of the one part AND M/s _____ (hereinafter called the "Contractor" which expression shall mean and to include his/their respective heirs, executors, administrators and assigns) on the OTHER PART.

Whereas the company desirous of having provided and executed certain works mentioned, enumerated or referred to in specifications, conditions of contract , schedule of quantities for works, drawings and other documents consisting of the "Tender and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in terms contract whenever herein used. AND whereas the company accepted the offer of contract for "Housekeeping and Cleaning Services works at Central Regional Office Nagpur. Scope of services included all the activities & job contained in the contract agreement for Regional Office Nagpur as per the correspondence vide letters:-

- (1)
- (2)
- (3)

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said operations in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms and conditions of this contract w.e.f. up to plus Four months Obligatory Period and will observe, fulfill and honor all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agreed that if the contractor observes and honor the said terms and conditions of contract, CONCOR will pay or cause to be paid to the contractor for the operations on the completion thereof, the amounts due in respect thereof at the rates specified in the schedule here to annexed.

In consideration of the due provisions, execution and completion of the said works, the contractor does hereby agree to pay the company the sum as may be due to the company for the services, if any , rendered by the company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the company's equipment materials, plant and machinery liquidated damages, if any as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

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

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

CONTRACTOR

**CHIEF GENERAL MANAGER
For and on behalf of
Container Corporation of India Ltd.**

WITNESS

WITNESS

1.

.....

.....

2.

.....

.....

1......

.....

.....

2......

.....

.....

CONTAINER CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)

FORMAT OF BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd., acting through the Chairman & Managing Director, having its registered office at C-3, Mathura Road Opp. Apollo Hospital Sarita Vihar New Delhi, 110044 agreed to permit M/s _____ (hereinafter called the said Contractor) for providing services for Housekeeping and Cleaning Services at Central Regional Office Nagpur on its behalf as custodians of the export/import cargo on the terms and conditions of the agreement for on production of a Bank Guarantee for Rs.----- (Rupees -----
-) We _____ promise to pay to Container Corporation of India Ltd., an amount not exceeding Rs.----- (Rupees -----) against any loss or damages caused to the properties of the Container Corporation of India Ltd., by reason of any failure of the Contractor to provide services for Housekeeping and Cleaning Services at Central Regional Office Nagpur of the terms and conditions in the said agreement.

2. We _____ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chairman & Managing Director, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Contractor to perform the said services safely without damaging properties of container corporation of India ltd.. Any such demand made on the Bank shall be under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees -----
-----).

- 3 We _____ 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 three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

- 3.1 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 date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of aforesaid agreement.

- 3.2 Provided that we _____ 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 the Government. If the guarantee is not renewed or the period extended on demand we _____ Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
- 4 We _____ 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 Housekeeping and Cleaning Services 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 Security contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Housekeeping and Cleaning Services 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.
- 5 This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
- 6 We _____ 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.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

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

**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 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.