

COST OF FORM RS.1000/-  
(Including GST)



CONTAINER CORPORATION OF INDIA LIMITED  
SOUTH CENTRAL REGION  
SECUNDERABAD

**(Single-Bid System)**  
**Manual Tendering mode only**

TENDER FOR SUPPLY, INSTALLATION AND OPERATION OF ONE NUMBER OF PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal, Karnataka ON BUILT OPERATE AND TRANSFER SCHEME (BOT). THE PERIOD OF CONTRACT IS TEN YEARS.

**Tender No. CON/SCR//WB/DESUR /2018 , Dated 27-04-2018**

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**Tender Form**

**NOT TRANSFERABLE**

**CONTAINER CORPORATION OF INDIA LIMITED**

(A GOVT. OF INDIA UNDERTAKING)

**Tender No. CON/SCR//WB/DESUR /2018**

**Dated :27.04.2018**

TENDER Document Price : Rs.1000/- including GST

“TENDER FOR SUPPLY & INSTALLATION AND OPERATION OF ONE NO. PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal, Karnataka ON BUILT OPERATE AND TRANSFER BASIS (BOT).”

1. Open manual tender (Offline), in single packet tendering system is invited for “SUPPLY & INSTALLATION AND OPERATION OF ONE NO. PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal, Karnataka ON BUILT OPERATE AND TRANSFER BASIS (BOT)”.
2. The complete tender document can be viewed and downloaded only from the website ([www.concorindia.com](http://www.concorindia.com)) and [www.eprocure.gov.in](http://www.eprocure.gov.in) at the sole risk & responsibility of the user.
3. Serial number assigned to the Tender Form.
4. Date of Sale/Issue.
5. Name of the applicant to whom the Tender was sold/issued.
6. Full address of the applicant.
7. Sealed Tender Forms shall be received upto 1700 hrs. of 21.05.2018
8. Tenders Containing Technical and Financial Bid in a sealed cover will be ACCEPTED at Regional Office, Secunderabad, No.601 & 603, Navketan Complex, S D Road, Opp: Clock Tower, Secunderabad-500 003(TS) upto 1700 hrs of 21.05.2018.
9. TENDERS WILL BE OPENED AT **12.00 HRS ON 22-05-2018** AT THE ABOVE ADDRESS

SIGNATURE OF THE OFFICIAL ISSUING  
THE TENDER FORM  
Name & Designation

OFFICIAL SEAL

**Notes/instructions:**

(Signature & Seal of the Tenderer)

- (1) The Tenderer is required to check that the tender document is complete while receiving the same.
- (2) The Tender Form is not transferable under any circumstances.
- (3) The Tender documents are required to be submitted intact in a single sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexure 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.
- (4) Each folio of 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.
- (5) 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.
- (6) Failure to comply with conditions will render the Tender liable to be rejected.
- (7) Tender must be enclosed in a **One sealed cover, superscripted** “Tender No.CON/SCR/WB/DESUR /2018, Dated 27.04.2018 and Name of the work – “Tender for Supply, Installation and Operation of One Number of Pitless Electronic Weigh Bridge (80 MT) for Weighment at Desur Terminal(Karnataka) on Built Operate and Transfer Scheme (BOT)” and must be sent by registered post/courier to the address of Office of the Chief General Manager, Container Corporation of India Limited, South Central Region, Regional Office No. 602 & 603, 6<sup>th</sup> Floor, Navketan, S.D. Road, Secunderabad-500 003, Telangana so as to reach the nominated office not later than 1700Hrs on the 21.05.2018 of submission or deposited in the special tender box allotted for the purpose in the office of Office of the Chief General Manager, Container Corporation of India Limited, South Central Region, Regional Office No. 602 & 603, 6<sup>th</sup> Floor, Navketan, S.D. Road, Secunderabad-500 003. This special tender box will be sealed at 1701Hrs on 21.05.2018. The tender will be opened at 1200 Hrs on the 22.05.2018. The tender document will not be sold after 1700Hrs on 19.05.2018. **Any tender received after specified date and time of submission of tender shall be summarily rejected.**
- (8) The Tenderer is advised in his own interest to visit the site of work and acquaint himself with all local conditions at **Container Corporation of India Limited, Desur Terminal, (A.P.)** and understand the nature of work, procedures to be followed for weighment of cargo trucks / container trailers etc at the Terminal.
- (9) 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.

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**CONTAINER CORPORATION OF INDIA LTD.**

**Room No. 601-603, 6th floor, Navketan Complex  
S.D Road Secunderabad-500003 T.S.**

**NOTICE INVITING Manual - TENDER**

CONCOR invites E-Tender in Single Packet system of tendering for the following works:

<b>Tender No.</b>	<b>CON/SCR//WB/DESUR /2018</b>
Name of Work	SUPPLY & INSTALLATION AND OPERATION OF ONE NO. PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal, Karnataka ON BUILT OPERATE AND TRANSFER BASIS (BOT)”
Estimated Cost	<b>Rs.6,00,000/- (Rupees Six Lakhs Only)</b>
Contract Period	10 Years
Earnest Money Deposit	Rs.35000 /- (through DD/Payorder in favour of Container Corporation of India Ltd., payable at Hyderabad )
Cost of Tender Document (Non refundable )	Rs 1000/- (inclusive all taxes & duties through DD/Payorder in favour of Container Corporation of India Ltd., payable at Hyderabad).
Date of sale of Tender (manual sale)	27.04.2018(11:00hrs.) to 19.05.2018 (up to 17:00 hrs.)
Last Date & Time of submission of Tender	21.05.2018 up to 17:00 hrs.
Prebid Meeting	10.05.18 at 1200 hrs. at Regional Office
Date & Time of Opening of Tender	22.05.2018 at 12:00 hrs.

For financial eligibility criteria please refer to detailed tender notice available on website [www.concorindia.com](http://www.concorindia.com), but the complete tender document can be downloaded from website [www.concorindia.com](http://www.concorindia.com) only. Further, [Corrigendum/](#) Addendum to this Tender, if any, will be published on website [www.concorindia.com](http://www.concorindia.com) only.

(Chief General Manager)  
CONTAINER CORPORATION OF INDIA LTD.  
Room No. 601-603, 6th floor, Navketan Complex  
S.D Road Secunderabad-500003 T.S.  
Phone – 040 27808938

(Signature & Seal of the Tenderer)

## TENDER LETTER

Dear Sir(s),

The complete set of tender papers for the contract of **TENDER FOR SUPPLY, INSTALLATION AND OPERATION OF ONE NO. PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal, Karnataka on BUILT OPERATE AND TRANSFER SCHEME (BOT)** in South Central Region is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

- Tender Form & Tender Letter.
- Section - I - Instructions to the Tenderer
- Section – II - General & Special Terms & Conditions
- Section - III - Scope of Work
- Section - IV - Price Bid
- Section – V - Schedule of Charges
- Annexure I - Letter of submission of Tender.
- Annexure II - Service Agreement
- Annexure III - Format of Bank Guarantee
- Annexure IV - Under taking for downloading tender document from CONCOR’s website.

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 **One sealed envelope both Technical (Section-I) and Financial Bid/Price Bid (Section-IV) completely**. The envelope should contain all the documents listed in the **Section-I and also Price Bid (Section-IV)**. Please ensure that all the documents listed in this Section are complete in all respects and also countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly super scribed as **“Bid FOR INSTALLATION AND OPERATION OF ONE NO.PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal (Karnataka) ON BUILT OPERATE AND TRANSFER SCHEME (BOT)”**.

This envelope, should be deposited in the special tender box kept for this purpose at Office of the Chief General Manager, Container Corporation of India Limited, South Central Region, Regional Office No. 602 & 603, 6<sup>th</sup> Floor, Navketan, S.D. Road, Secunderabad-500 003, Telangana on or before **1700 hrs on 21-05-2018**. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

(Signature & Seal of the Tenderer)

Please note that the tender offers will be taken out from the box at 1200 Hrs on 22.05.2018 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 at your own cost. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.

The sequence of Tender opening shall be:-

- (i) Earnest Money Deposit (EMD)
- (ii) Technical & Financial Bid

**The tenders received after 1700 hrs. of 21.05.2018 will be considered to be late tender. The late tenders received beyond 1700 hrs. will be summarily rejected.**

After submission of Tenders by duly dropping the tender documents into the Special Tender Box, the Tenderers cannot withdraw their participation / Tender documents upto 90 days thereafter. Tenderers cannot claim back the tender documents after dropping the same into the Special Tender Box under any pretext.

**It may please be noted that CONCOR reserves the right to:**

- Accept or reject any or all of the pre-qualification bids in part or in full without assigning any reasons.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the higher.
- To extend the date of submission of the tender.
- Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the highest tenderer i.e. H-1.
- Disqualify the tenderers black listed by State / Central Govt. undertakings / PSUs.

Please note that the word cargo will mean all different types of cargo and the word container(s) will mean all the different types of containers, which are built for carriage of cargo as per ISO/Domestic standards / specifications.

The Scope of Work, Terms and Conditions and the Price Bid and Schedule of Rates of the Tender document will constitute the Agreement, to be executed with CONCOR, by the successful bidder/bidders.

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 Terms and Conditions.

You are requested to visit the site of the CONCOR's Terminal at Desur, Karnataka to make yourself more conversant with the site conditions, road approaches, and distances from user industries, distances from ports etc. The address of Desur Terminal is Container Corporation of India Ltd Inland Container Depot, Near Desur Railway Station, Desur-Belgaum, Karnataka-590014. Ph No.9618404015.

You are requested to ensure that all the requisite tender documents, including the Pre-Qualification Bid and the Financial Bid are submitted after full consideration and understanding of the work envisaged under this contract.

You may download the tender document from CONCOR's website [www.concorindia.com](http://www.concorindia.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and same may be submitted, along with the cost of tender document of **Rs.1,000/- (Rupees One thousand only)** by way of Demand Draft in favour of „CONTAINER CORPORATION OF INDIA LIMITED“ payable at Secunderabad / Hyderabad, **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 (as per Annexure-IV).” In case of non-submission of cost of tender document, the tender shall be liable for rejection, unless exempted.**

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

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

Thanking you,

Yours faithfully,  
**For and on behalf of Container Corporation of India Limited**

**Chief General Manager  
South Central Region**

**Note:** (1)Tender documents/sets shall be provided free of cost to Micro & Small Enterprises(MSEs) registered with the listed agencies. (2)MSEs registered with the agencies for the item tendered will be exempted from payment of EMD. (3)MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- (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
- (4)The MSEs must also indicate the terminal validity date of their registration.



In case MSE does not fulfill the criteria at Sr.No.(3) and (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dtd.23.03.2012. The claim of exemption from paying EMD (exempted under Central/State/PSU) should be duly supported with Photocopy of Certificate issued by concerned Department duly notarized.

1. **INSTRUCTIONS TO TENDERER**

- 1.1 CONCOR invites sealed tenders for Supply ,Installation and Operation of one number Pit-less electronic weight bridge (80 MT) for Weighment at Guntur on “**Build Operate and Transfer (BOT) scheme**”.
- 1.2 The Tender Form is not transferable under any circumstances. The Tender Document will consist of:
1. Tender Form.
  2. Instructions to Tenderer (Section-I).
  3. General and Special Terms & Conditions of the Contract (Section-II).
  4. Scope of work (Section-III).
  5. Price Bid (Section-IV).
  6. Schedule of Charges Fixed for Weighment (Section-V).
- 1.3 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.
- 1.4 Each folio 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 the official seal at the time of submission.
- 1.5 Failure to submit the documents called for the purpose of satisfying the qualifying criteria (**clause No.2 of Section-I of the Tender document**) will render the Tender liable to be rejected in the technical stage and disqualified from consideration in the price bid.

The tender documents alongwith the other documents called for should be submitted inside a sealed cover superscribing “**TENDER FOR INSTALLATION AND OPERATION OF ONE NO.PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT DESUR TERMINAL(Karnataka) ON BOT SCHEME**” and the cover addressed to Chief General Manager, Container Corporation of India Limited, South Central Region, Regional Office No. 602 & 603, 6<sup>th</sup> Floor, Navketan, S.D. Road, Secunderabad-500 003, Telangana.

- 1.6 A Prebid meeting will be held at Regional Office, Secunderabad on 10.05.2018 at 1200 hrs.

2. **QUALIFICATION CRITERIA.**

- 2.1 The Bidder should submit the following documents towards **technical qualification/pre-qualification.**

- 2.1.1 The audited Profit and Loss Accounts or expenditure and income statement for the past three financial years viz. **2014-2015, 2015-2016 and 2016-2017** and unaudited Profit and Loss or Expenditure and Income Statement be submitted for the FY-2017-18. The turnover of the firm/company should be at least **Rs. 5,40,000 (Rupees Two Lakhs only) per annum** during any two of last four Financial years.
- 2.1.2 The tenderer must have a **positive net worth for which he has to submit audited balance sheet of 2016-17.**
- 2.1.3 Copy of relevant registration documents certifying the entity as a Proprietorship / Partnership / Company. In case of Proprietorship an affidavit on non-judicial stamp paper duly notarized may be submitted, in the case of Partnership Firms, the bidder must submit the Partnership Deed and in the case of a Company, the bidder should submit the Memorandum and Articles of Association.
- 2.1.4 The Agencies which are already operating as MOA or Handling and Transportation Contracts at CONCOR Terminal at Desur Terminal are not eligible to participate in this tender.

### 3 **EARNEST MONEY**

- 3.1 Earnest money deposit for **Rs.35,000/- (Rupees Thirty Five Thousand only)** should accompany the tender in the form of a crossed bank draft drawn in favour of "Container Corporation of India Limited". Payable at Secunderabad / Hyderabad from Nationalized / scheduled banks only.
- 3.2 No interest will be payable by CONCOR on the Earnest Money Deposit.
- 3.3 The Earnest Money Deposit will be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer which should be 90 days beginning from the date of tender opening.
- 3.4 The Earnest Money Deposit of the successful tenderer will be returned after the security deposit is furnished.
- 3.5 The Earnest Money Deposit of all unsuccessful tenderers will be refunded after decision regarding award of contract is taken. Apart from the return of the EMD's no separate intimation will be given to the unsuccessful bidders.
- 3.6 Any tender not accompanied by Earnest Money Deposit will be rejected, unless exempted.

**Note:** All Micro & Small Enterprises (MSEs) registered under the following Authority will be regulated as below:

- (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 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.

#### 4. **CORRECTION OF ERRORS:**

- 4.1 Tenders will be checked and corrected by CONCOR for any arithmetical errors in computation and submission as follows:
- 4.2 Where there is a discrepancy between amounts in figures and in words, the amount in words will be taken into account;
- 4.3 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and quantity, the unit price as quoted will be taken into account.

#### 5. **SUBMISSION OF BIDS**

- 5.1 The tender documents along with all other documents called for should be submitted in a sealed cover superscribing „TENDER FOR SUPPLY & INSTALLATION AND OPERATION OF ONE NUMBER PIT-LESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal, Karnataka on BOT SCHEME” and the cover should be addressed to the Chief General Manager, Container Corporation of India Ltd., South Central Region, No.602&603,Navketan Complex, SD Road, Secunderabad-500 003(TS).
- 5.2 The tender document duly completed must reach the designated office of the Chief General Manager, Container Corporation of India Ltd., Secunderabad on or before **17:00 hours** on **21-05-2018** and the same will be opened at 1200 hours on **22-05-2018**. **Any tender received after specified date and time of submission of tender shall be summarily rejected.** The tenderers or their authorized representative may be present at the time of opening of the tenders, if they so desire.
- 5.3 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. In case of tenders submitted by registered post, it is the responsibility of the bidder to  
(Signature & Seal of the Tenderer)

see that the tender document is delivered at the designated office before the closure of the special tender box. CONCOR shall not entertain bids received after the closure of the special tender box even in case of Postal delays. Tenders by telegram will not be considered. CONCOR reserves the right to extend the date and validity of tender.

- 5.4 All offers shall either be type written neatly with indelible ink and should be signed by authorized representative of the firm on all pages.
- 5.5 All prices and other information having bearing on the price shall be written both in figures and in words in the prescribed price bid form (Section-IV). The tenderer must quote rates in Price Bid carefully, both in words and figures, In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All Cuttings, Corrections, etc., should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account.
- 5.6 The tenderers who are constituents of the Firm, Company, and Association must forward attested copies of the constitution of their concern, power of attorney and partnership deed with their tender. The tender documents in such cases are to be signed by such person as may be legally competent to sign them on behalf of the Firm, Company, Associated or Society as the case may be. The tenders which are not accompanied by the above documents, are liable to be rejected. CONCOR will not be bound by any power of attorney granted by the tenderer for changes in composition of the firm made subsequent to the execution of contract. CONCOR may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the Contractor. The cancellation of any document such as power of attorney, partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents.
- 5.7 The tenderer is advised in his own interest to visit the site of work and acquaint himself with all the local conditions. Work will involve supply, installation, operation and maintenance of a weigh bridge at CONCOR Desur Terminal (Karnataka). The Tenderer should get himself familiarized with the working of the CONCOR, Desur Terminal(Karnataka), Traffic flows etc. before quoting the rates.

## 6. **ACCEPTANCE OF TENDER:**

- 6.1 The authority for acceptance of tender rates will rest with Chief General Manager, Container Corporation of India Ltd., South Central Region, Secunderabad, who does not bind himself to accept the highest or any other tender nor does he undertake to assign reasons for his decision in this matter.
- 6.2 Acceptance of tendered rates will be communicated by Fax/Cable/Telex/Telegram/ Express letter of formal acceptance of tender. In case where acceptance is indicated by

Cable/Telex/Telegram or Express letter; the formal acceptance of tender will be forwarded to the Contractor as soon as the possible but the Cable/Telex/Telegram or Express Letter should be deemed to conclude the contract.

- 6.3 The tender documents shall become the property of CONCOR with CONCOR having no obligation to return them.
- 6.4 Canvassing in connection with the tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 6.5 On acceptance of the tender, the name of accredited representative of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR.
- 6.6 The tenderer whose tender is accepted shall be required to appear at the office the Chief General Manager, Container Corporation of India Ltd., South Central Region, Secunderabad in person or if the tenderer is a firm, company or corporation, a duly authorized representative shall so appear and execute the tender documents as stipulated in the conditions of contract within 15 days of the date of issue of communication from the CONCOR's office and start the work of supply & installation of weighbridge within 15 days after signing the contract. Failure to do so shall constitute a breach of the contract and CONCOR will be at liberty to place the Contract with any other agency. The EMD shall be forfeited in such cases.
- 6.7 The tenderer shall treat the content of the tender documents as private and confidential.
- 6.8 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.
- 6.9 CONCOR reserves the right to reject any or all the tender forms without assigning any reasons.
- 6.10 CONCOR also reserves the right to pass over a tender who may be in the same line of business competing with CONCOR.
- 6.11 CONCOR also shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. CONCOR also is not bound to give any reasons for such disqualification.

## 7. **LATE TENDER:**

- 7.1 **Any Tender received after specified date and time of submission of tender shall be summarily rejected.**

## 8. **VALIDITY OF THE TENDERS :**

- 8.1 The tenderer will be required to keep the offer open for a period of **90 (ninety) days from the last date of submission/opening of tenders.** It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to the tender in

(Signature & Seal of the Tenderer)

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. Should the tenderer fail to observe or comply with the said stipulation, the EMD amount in sub-para 3.1 of Section-II shall be liable to be forfeited to CONCOR.

**9. WITHDRAWAL OF TENDERS:**

9.1 No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiration of the period of tender validity specified in the tender. Otherwise Earnest Money Deposited (EMD) will be forfeited without any notice.

**10. AMMENDMENT OF TENDER DOCUMENTS:**

10.1 At any time prior to the last date for submission of the offers; CONCOR may for any reason modify the tender document by an amendment/corrigendum.

10.2 The amendment in the form of an addendum will be sent to all prospective tenderers, who have purchased the tender document from CONCOR/Regional Office, in writing by E-Mail and will be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by return Email to CONCOR. **And such amendment/corrigendum will be hosted on CONCOR website [www.concorindia.com](http://www.concorindia.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in).**

10.3 In order to afford prospective tenders reasonable time to consider the amendment in preparing their offers, CONCOR may at its discretion extend the last date for the submission of tenders.

**For and on behalf of Container Corporation of India Limited**

**Chief General Manager  
South Central Region**

## SECTION-II

### **GENERAL AND SPECIAL TERMS & CONDITIONS FOR SUPPLY, INSTALLATION AND OPERATION OF ONE NUMBER PITLESS ELECTRONIC WEIGHT BRIDGE (80MT) FOR WEIGHMENT AT Desur Terminal (Karnataka) ON „BOT“ SCHEME.**

#### **1. PREAMBLE**

- 1.1 Container Corporation of India Ltd., (hereinafter referred to as CONCOR) is operating a number of Container Terminals at different locations. The main activities of these terminals are to receive inward cargo in containers from other Terminals as well as to dispatch outward cargo in Container to various destinations in India by Rail/Road. These cargoes are stuffed/destuffed in container either at the terminal itself or at consignee's/consignor's premises. The above stated cargoes and containers at various point of times have to be weighed for ascertainment of their tonnage in compliance to stipulations of CONCOR and Customs/Railways. All the major Shipping Lines/ Transporters/Freight Forwarders are operating from these Terminals.

#### **2. PERIOD OF CONTRACT**

- 2.1 At the initial stage, the contract shall be awarded for a period of **TEN years** from the date of commencement of operation of weighbridge. Upon completion of the period of contract, the Contractor shall peacefully vacate the premises and damages to CONCOR property if any shall be made good by the Contractor. In case of failure of the Contractor to rectify the damages, CONCOR shall be at liberty to get the same rectified and the cost incurred if any in this regard shall be made good by the contractor, failing which the same will be recovered from the security deposit. Award of contract and operation thereof will not bestow or create any tenancy rights over the land so leased for the specific purpose.
- 2.2 The depreciation will be calculated on the Straight Line Method @ **10% per annum** on the Invoice value of the weighbridge. The contractor is required to submit **Original tax invoice issued by the manufacturer of Weigh Bridge, immediately after purchase of weigh bridge to CONCOR.** On completion of the Contract period, the Weighbridge including all civil works, Computers, printer and other peripherals etc, fittings, fixtures and Standard weights 50 numbers of 20 kgs each. etc shall have to be transferred **free**



**of cost on as is where is basis to CONCOR.** IN CASE CONCOR DO NOT WANT TO TAKEOVER THE WEIGHBRIDGE THEN HE HAS TO DISMANTLE AND REMOVE THE WEIGHBRIDGE AND RELEASE THE CONCOR PREMISES TO CONCOR AND RESTORE THE PREMISES TO THE FULL SATISFACTION OF THE CONCOR OFFICIALS.

### 3. **EARNEST MONEY DEPOSIT (EMD)**

- 3.1 All the tenderers are required to deposit a sum of Rs.**35,000/- (Rupees Thirty Five Thousand only)** as Earnest Money along with completed tender documents in form of Pay Order or DD charges in favour of Container Corporation of India Ltd., The Earnest Money is towards an undertaking by the tenderer that the tenderer will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR.
- 3.2 The EMD amount as referred to under Para 3.1 above shall be paid by Pay Orders or Demand Drafts made out in favour of “Container Corporation of India Limited” payable at Secunderabad / Hyderabad and valid for a period of minimum period of **Three** months from the date of issue.
- 3.3 Cheques, war bonds, guarantee bonds and Government securities, (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred above.
- 3.4 Pay orders/demand draft should be enclosed along with the tender. Tenders will not be considered unless the Earnest Money Deposit has been made in accordance with the foregoing stipulation.
- 3.5 No interest shall be allowed on the EMD and also on security deposit as referred under para 4 below.
- 3.6 The earnest money deposited by the successful tenderer will be adjusted towards the Security Deposit referred to under para 4 thereof. The earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalized.

### 4. **SECURITY DEPOSIT/BANK GUARANTEE**

- 4.1 The successful tenderer whose rates are finally accepted must deposit as Security Deposit for the fulfillment of the contractual obligation, a sum of Rs.**1,50,000/- (Rs. One lakh fifty thousand only)** by pay order or DD in favour of “Container Corporation of India Ltd., payable at Secunderabad/Hyderabad” within 15 days from the date of acceptance of tenders and execute an agreement in the prescribed form. If he declines or fails to remit the Security

(Signature & Seal of the Tenderer)

Deposit, the entire amount of Rs.35,000/- of EMD adjusted towards Security Deposit vide Para 3.6 above will be forfeited.

- 4.2 The security deposit referred to above, shall be forfeited by CONCOR in the event of any breach on any of the terms & conditions of this contract, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

The security deposit will be refunded to the tenderer after due date (within 60 days of completion of contract period) and satisfactory performance to services and on completion of all obligation by Contractor under the terms and conditions of contract subject to such deductions from security deposit and issue of No Dues Certificate from the Terminal Manager, Desur Terminal as may be necessary for making up CONCOR claim against Contractor.

- 4.3 Alternatively the Contractor may submit to CONCOR a Bank Guarantee of equivalent amount valid for entire period of contract plus Six months i.e 126 months issued by a nationalized/schedule bank located in India and in the format provided by and acceptable to CONCOR. The bidder may also note that in the event of non-issuance of NOC by Terminal Manager / DESUR on the conclusion of Contract, the bidder shall extend the validity of the Bank Guarantee for a suitable period, failing which CONCOR shall be at liberty invoke the Bank Guarantee without any further notice to the Contractor.

- 4.4 The performance of the security/bank guarantee will be discharged by CONCOR and returned to the Contractor not later than 60 days following the date of completion of the Contractors performance obligations, including any obligations under the contract, without any interest payment.

- 4.5 CONCOR reserves the right to recover the outstanding dues from the Security Deposit during the currency of the Contract. In such cases, the Contractor should make good the deficiency within a period of 15 days of such deduction, failing which CONCOR reserves the right to terminate the Contractor without any further notice.

## 5. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

### 5.1 **Supply & Installation of One Number Brand New weighbridge:**

On being awarded the contract, **the Contractor will have to procure and install a brand new pit less weigh bridge of 80 ton capacity** of dimensions: 18 meter x 3 meter on the designated location of the container terminal at Desur Terminal, Karnataka. The Contractor shall also carry out the required civil works including foundation for weighbridge structure, cabling, earth pits, ramp, room construction, electrical wiring and supply of Standard test weights 50 number of 20Kgs each or as per regulatory requirements should be provided etc. at his own cost. The weighbridge shall be of a standard make certified by the Department of Weights and

Measures. The weighbridge should be able to weigh the trailers (including prime moves) carrying containers of dimensions upto 45 Ft.

**5.2 Location for installation of the Weigh Bridge at Desur Terminal, Karnataka:**

The location for installation of the weigh bridge shall be advised by CONCOR and the Contractor has to install and Commission the same at the location finalized and communicated by the CONCOR at Desur Terminal. CONCOR reserves the right to ask the contractor to shift the location of the weigh bridge within the terminal during the contract period. The cost of such shifting, if any has to be borne fully by the contractor.

**5.3 Weighment of cargoes and containers:**

Subsequent to the above stated installation and commissioning process which should not exceed 60 days from the date of award of contract or the extended period if any granted by CONCOR, the Contractor will commence the process of weighment of cargoes and containers at Desur Terminal in a manner clearly brought out in the Section-III (Scope of Work) of the tender document. CONCOR reserves the right to extend the installation and commissioning by another 15 days from the date of original commissioning of contract as per Regional Heads approval.

Presently it is anticipated that approximately **470** weighments may get carried out on monthly basis. (Please refer to para Volume of Work – Under Section-III – Estimated volumes for weighing). However this is just an **indicative figure**, which is subject to a variation (upward and downward) and this shall not be a cause of dispute with regard to the Rates, Terms and Conditions etc. The Contractor under no circumstance can cite this figure for making any alternations/adjustments in the terms of the contract.

**5.4 Unsatisfactory weighment:**

In the event of the client not being satisfied with the accuracy of weighment carried out, the Contractor shall redo the weighment without extra charges to the satisfaction of the clients.

**5.5 Damage to Container/Cargo:**

Any claim arising out damage/loss to container/cargo occurring during course of its weighment shall be on Contractor account.

**5.7 Liability for Labour and/or Personnel:**

The responsibility to comply with the Statutory Provisions & the provisions of various labour laws of the country shall be that of the **Contractor**. He shall specifically ensure compliance

with the following Laws/Acts (or similar Laws/Acts as applicable in state and their re-enactments/amendments/modifications:-

- I. The Payment of Wages Act, 1936.
- II. The Factory Act, 1948.
- III. The Workmens Compensation Act, 1923.
- IV. The Employees Provident Fund Act, 1952.
- V. The Contractor Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- VI. The Payment of Bonous Act, 1965.
- VII. The Payment of Gratuity Act, 1972.
- VIII. The Equal Remuneration Act, 1976.
- IX. The Employees State Insurance Act, 1948.
- X. The Industrial Disputes Act, 1947.
- XI. The Employment of Children Act, 1938.
- XII. The Motor Vehicles Act, 1988 along with GSRM.728-E dated 18/10/96.
- XIII. The Hours of Employment Regulations.
- XIV. The GST Rules,2017

The Contractor shall be fully responsible for any violation of the above laws and/or any other law of the state which is required to be followed in respect of the subject tender. CONCOR will be full liberty to make good its loss as a result of failure of the Contractor to comply with the provisions of the various laws.

## **6. SUBLETTING NOT ALLOWED**

- 6.1 The successful bidder shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of CONCOR. In case the Contractor contravenes the 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.

## **7. ELECTRICITY CHARGES.**

The arrangement for provision of electric supply will be made by CONCOR. The Contractor shall have to bear charges for electricity consumed on account of weighment activities, lights, fan or any other use of electricity permitted by CONCOR. Installation of electricity meter wiring shall be arranged by Contractor at his own cost in consultation with the Terminal Manager, Desur Terminal. The contractor will also be required to draw the electricity from the source as identified by CONCOR. Necessary wiring from the nominated source shall be carried at Contractor's cost.

**8. WEIGHMENT CHARGES / Schedule of Charges (S.O.C).**

- 8.1 The weighment charges shall be levied strictly as per the Schedule of Charges (S.O.C) (in Section-V) i.e Public Tariff. After initial period of one year, S.O.C. will be subject to revision from time to time by CONCOR based on the prevailing weighbridge rates in the local market. Whenever there is revision in Schedule of Charges by CONCOR, the Monthly Licence Fee will be enhanced by the contractor proportionately depending upon the increase in SOC. The decision of Chief General Manager/SCR (Regional Head) in this regard is final. For increase in SOC the contractor has to give an application to CONCOR with local weighment charges as proof for increasing weighment rates at Desur Terminal. If there is no increase in SOC, the prevailing SOC and License Fee shall be continued till its revision.
- 8.2 Any case of over or undercharging by the Contractor if brought to the notice of CONCOR will warrant strict action such as invoking of the Security Deposit/Bank Guarantee and even termination of contract as deemed appropriate by CONCOR.
- 8.3 Weighment Charges as prescribed by CONCOR under this contract shall be recovered directly from the clients by the Contractor. It is clearly understood and agreed that CONCOR shall not be responsible for non-payment for the Weighment of containers or cargoes by Shipping Lines/Exporter/Importer/Freight Forwards/Customers and no correspondence in this regard shall be entertained by CONCOR.

**9. UNAUTHORIZED ACTIVITY PROHIBITED**

- 9.1 The Contractor should keep in mind that the space provided is only meant for weighment of containers/cargo and associated maintenance of the weigh bridge. Any unauthorized use of the premises for purposes other than weighment is strictly prohibited. Any violation in this regard will warrant invoking of Security Deposit by CONCOR apart from any other action as deemed fit by CONCOR.

**10 VACATION OF PREMISES.**

- 10.1 Upon expiry of the contract, Contractor shall hand over the space occupied by them in satisfactory condition to CONCOR making good any defect/deficiencies as may be pointed out by CONCOR. In the event of the Contractor failing to comply with this stipulation, CONCOR shall be at liberty to carryout the repairs and recover the amounts spent for the restoration work from the Security Deposit.

**11. PROVISION OF STAFF.**

Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties apart of this contract and shall employ only such persons whose character has been verified by police. He shall on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.

12. **ADDITIONAL OR EXTRA SERVICES.**

- 12.1 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 Contractor may also be asked to provide additional services not specifically provided for this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of Chief General Manager, CONCOR, South Central Region, Secunderabad will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contractor to refuse to carryout or render such services.
- 12.2 The decision of the Chief General Manager, CONCOR, South Central Region, Secunderabad with respect to the rates for extra/substituted items of work will be final and binding.

13. **TIME IS THE ESSENCE:**

- 13.1 Time is the essence of the Contract. The Contractor will have to undertake the job of installation and commissioning of one number of **brand new** pitless weigh bridge within the completion period specified at Clause 5.3 of Section-II. After commissioning the weighbridge, the weighment of the containers/cargoes should be carried out smoothly and promptly without causing any delay. The weighment of containers will take place round the clock i.e. for 24 hours a day and all 365 days.

**Sufficient personnel should be deployed at the facility at all times of the day. It will be the sole responsibility of the Contractor to satisfy the above condition.**

14. **PENALTIES:** Penalties will be imposed on the Contractor by the Terminal Manager, Desur Terminal in the following cases.
- 14.1 In case the Contractor not being able to install and commission the weigh bridge within 60 days of award of the contract or the extended period by CONCOR, an amount upto Rs.500/- would be charged per each extra day of delay beyond the completion period.
- 14.2 Similarly after commencing the operation of the weighbridge, non performance of the same on account of either a breakdown or a maintenance period, extending beyond **04 hours**, CONCOR will warrant and levy a penalty of **Rs. 500/- per day or part thereof. Continuous non-functioning of Weigh Bridge for a period of 15 days OR non-functioning for a period of 15 days in a month intermittently for a period of 02 two months shall be deemed to be unsatisfactory performance and breach of contract.**
- 14.3 CONCOR also reserves the right to impose penalties of upto Rs.1000/- per instance for other inappropriate acts which include but are not limited to
- i. Incorrect weighing.
  - ii. Attempt to fraud customers.

(Signature & Seal of the Tenderer)

- iii. Connivance with customers for taking faulty readings.
- iv. Working in violation of instructions given by CONCOR and Custom Officials.
- v. Over charging for weighing beyond Public Tariff.
- vi. Misbehaviour of contractor staff including non – wearing of uniform
- vii. Failure to upkeep cleanliness at Weigh Bridge

14.4 However, on an application by the Contractor, the Chief General Manager, South Central Region may review the penalty levied based on the merits of the case.

#### 15. **SAFETY**

The Contractor shall indemnify CONCOR against any violation of safety laws, rules and regulations while carrying out operation as required by the Contractor.

#### 16. **IDEMNITY TO CONCOR.**

The contractor shall indemnify CONCOR against all losses that arise on account of negligence on the part of the Contractor or his agent. The Contractor is liable to compensate CONCOR against any damage, loss or claim or injury to any property or person in the premises of CONCOR resulting on account of negligence, misconduct, default or any other commission or omission of the Contractor or his agent or servant/employees.

#### 17 **PAYMENT - Monthly Charges:**

17.1 The Contractor will pay to CONCOR monthly **Licence** fee charges in advance at the beginning of every month, latest by 7<sup>th</sup> of every month by means of crossed Account payee Cheque or Demand Draft or Pay Order in favour of Container Corporation of India Limited payable at Desur Terminal for facilities provided. All penalties, if any levied during the preceding months, will also have to be paid along with these charges. Other charges such as for electrical consumption shall be payable by the contractor within 10 days of demand raised by CONCOR.

17.2 In the event of delay in payment of these charges within the time stipulated, interest @ 18% per annum on the bill amount shall be levied. The dues under no circumstances shall be older that the 15 days. In case, the Contractor does not pay the CONCOR dues even after lapse of 15 days, CONCOR will be at liberty to invoke the Bank Guarantee apart from taking any other action as directed by the Chief General Manager, South Central Region. The Contractor will take immediate steps to make good the deficiency in the Security Deposit.

**18. ILLEGAL GRATIFICATION:**

- 18.1 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one of his or on their behalf to any employee(s) of CONCOR or to any person of his or their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall in addition to any criminal liability the Contractor may incur, entitle CONCOR to rescind this contract and all other contract with him. CONCOR shall also be entitled to hold the Contractor liable to pay to CONCOR any loss/damage resulting from such decision and to recover the amount from any money due to the Contractor in respect of this and all other contracts, between him and CONCOR. The Contractor shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly or indirectly with any employee(s) of CONCOR and if he shall do so, CONCOR shall be entitled forthwith question or dispute as to the commissions of any offence or compensation payable to CONCOR under this clause shall be settled by the Chief General Manager, CONCOR, South Central Region in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.
- 18.2 The Contractor shall forbid and take all possible steps within his power to prevent all labourers and other persons employed by him from demanding or receiving from any person other than Contractor himself or his agents any remuneration or gratuity whatsoever.
- 18.3 No person who had retired with two years as a Gazetted Officer in executive or administrative duties in any Government service or CONCOR shall be the Contractor. The Contractor shall under no circumstances employ the person, who is in the employment of the Government or CONCOR for the purpose of carrying out this contract and further shall not employ any person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the Contractor himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of CONCOR.

**19. TERMINATION OF CONTRACT AGREEMENT**

- 19.1 In the event of unsatisfactory service or any failure at any time on the part of the Contractor to comply with the terms and provision of this contract to the satisfaction of CONCOR administration (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving 30 days notice to the Contractor. 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 by making an alternative arrangement as deemed necessary and (iii) to recover from the Contractor in getting the work done and damages which CONCOR may sustain as consequence of such action. The certificate of the CONCOR official and verification of work for the sum payable to the



Contractor, if the work in question had been carried out by him under the terms of the contract, shall be final and binding on the Contractor.

- 19.2 In case CONCOR terminates the contract for any other reason whatsoever, during the currency of the contract, **the contractor shall paid only the cost of weighbridge (Invoice Value of WB) after 10% depreciation on straight line method by CONCOR.** For this the contractor has to submit Original invoice to CONCOR and the weighbridge will be owned by CONCOR. In case CONCOR do not want to take over the weighbridge then he has to dismantle and remove the weighbridge and release the CONCOR premises to CONCOR and restore the premises to the full satisfaction of the CONCOR officials.
- 19.3 Beside above, CONCOR administration will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 3 months prior notice in writing of its intention to terminate the agreement.
- 19.4 The termination of the agreement under this clause or any other clause herein contained shall not be deemed to prejudice or affect claim or any right of indemnity which the CONCOR Administration may have against the Contractor in respect of any breach of the conditions of the agreement herein prior to the termination of the said agreement.
- 19.5 Any notice to be served on the Contractor under this agreement sent to him by registered post to his above mentioned address, unless otherwise modified in writing, shall be considered as proper and sufficient service for any purpose in connection with the agreement.
- 19.6 If at any time, the Contractor becomes insolvent or files an application for insolvency or any creditor of his moves the Court for adjudicating him as an insolvent or if he is convicted by the Court of Law, CONCOR will have the absolute option of terminating the contract forthwith and shall have no right for damage compensation on his account.

20. **PROTOCOLS TO BE MAINTAINED WITH CLIENTS:**

- 20.1 **Courtesy to Clients:** Contractor and his staff shall deal with the clients, in pleasant and courteous manners giving no cause of complaint on this account.
- 20.2 **Disputes/Differences with Clients:** All disputes/differences if any, with clients pertaining to the weighment process or on any other account shall be mutually and amicably settled by the Contractor directly with the client.

In the event, however of such disputes/differences, being check referred to CONCOR, the decision of CONCOR shall be final and binding on both the parties viz. Contractor and the Client.

20.3 All the staff manning the weighbridge shall wear Uniform to be prescribed by CONCOR Officials. They should also carry the identification cards and name badges while on duty.

## 21 **ARBITRATION**

- 21.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words/terms specifications and instructions mentioned in this contract and as per the quality of workmanship or performance or as to any other question/claim/right/matter or thing whatsoever in any way arising out of the or relating to the contract, specifications, operations, instructions, orders or these conditions or otherwise concerning the weighment of containers/cargoes or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of some other person appointed by the CGM/SCR, CONCOR willing to act as such 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 related and that in the course of his duties as such, he had expressed view on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the CGM/CONCOR as aforesaid at the time of such transfer, vacation of the office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such personal shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the CGM/CONCOR as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.
- 21.2 Subject as aforesaid the provision of the arbitration Act, 1940 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.
- 21.3 The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the CONCOR shall be withheld on account of such proceedings.
- 21.4 The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the dates of the first hearing.
- 21.5 The arbitrator shall have power to call such evidence by way of affidavits or otherwise as the arbitrator shall think proper and it shall be the duty of the parties hereto do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
- 21.6 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 21.7 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 21.8 The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

**22 VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED.**

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

**23. NOTICES ETC.**

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

**24. DEATH OF CONTRACTOR**

- 24.1 No alternation 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 both the Contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they sole or original party/parties hereto.

**25. GENERAL**

- 25.1 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 the Chief General Manager, South Central Region, 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 Chief General Manager, South Central Region, whose decision will be final and binding.

26. **Goods and Service Tax matters:** CONCOR, being a commercial organization, with less than 90% Government equity participation by Government, will not be covered under Government, a local authority or a Governmental authority as per definition or clarification provided in the Government Notification no 25-2012ST. Exemption of GST is not applicable for the Inland Container Depot (ICD) for service provided by way of construction, erection, commissioning and installation, fitting out, repair, maintenance, renovation, or alteration of road, bridge, tunnel or terminal for road transportation for use by general public or installation of original works pertaining to airport, port or railways including Mono rail or metro. The Inland Container Depot (ICD) shall also not be regarded as Terminal for Road Transportation, as it could not be meant for only road transportation. Any exemption regarding Goods and Service Tax is also not implied on the Inland Container Depot as not covered under the term of "Port" as per Section 65 B (38) of Finance Bill 2012.

**Therefore, tenderer / bidder shall quote their rates keeping in view Goods and Service Tax , as applicable and Goods and Service Tax will not be paid / reimbursed by CONCOR**

- 26.1 Goods and Service Tax , Building & other construction workers cess or any other tax, levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect. This should be included in the rates quoted by contractor.
- 26.2 (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 to IGST will be attracted along with 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 its 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/penalty/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.

**For and on behalf of Container Corporation of India Limited**

**Chief General Manager  
South Central Region**

All terms and conditions listed from para 1 to 26 along with all sub paras read carefully, understood and accepted.

**SCOPE OF WORK**

**CONTAINER CORPORATION OF INDIA LIMITED**

**1. PREAMBLE.**

1.1 Container Corporation of India Limited is operating a Container Terminal at DESUR (Karnataka). The terminal handles Domestic Traffic for both Inward and Outward traffic from this terminal and soon going to handle EXIM Traffic also from this terminal. .

**2. SCOPE OF WORK.**

2.1 **Supply & Installation and commissioning of one brand new Pit-less Electronic Weigh Bridge (80 MT capacity) on BOT scheme.**

**The Contractor shall at his own cost procure, Supply, Install and Commission and operate one brand new pit-less weighbridge of 80 Metric Ton capacity and dimensions 18 Meters x 3 Meters at the nominated location at Desur Terminal.** The computer and software system for recording the date and taking out the print out will also have to be commissioned subsequent to construction of an enclosed shelter at a proximate location of the weigh bridge.

2.2. **Weighment of empty trucks, cargoes and container:**

Normally the weighment required to be carried out will constitute of the following types:

- a. Weighment of Cargo.
  - Weighment of empty trucks/trailers/vehicles
  - Weighment of trucks/trailers/vehicles loaded with Cargo.
- b. Weighment of loaded containers.
  - Weighment of trailers with Empty Container.
  - Weighment of trailers with container in loaded condition.

It may be noted that this is just an overview of the working to help the tenderer to comprehend the nature of operations. CONCOR will be at liberty to alter, append or reduce the weighment requirements as deemed appropriate or as desired by CONCOR/Customs.

2.3 **Recording of weighment details and issue of slips:**

Each of the weighment of the container/cargoes loaded on trailers/trucks and the empty trailers/trucks will have to be captured by the computer system that will have to be set up at the nominated locations alongside the weigh bridge. This system should be equipped with

facilities of inputting/feeding and getting the print out of each of the weighments along with the relevant details. The analysis of the weighment should also be possible.

It will be the duty of the Contractor to provide for the necessary trained manpower for carrying out the above work.

#### 2.4 **Maintenance of Weigh Bridge/Standard Test Weights/Computer & Printer:**

The maintenance of the weigh bridges, Standard Test Weights, Computer & printers and any other electrical connections will be the sole responsibility of the Contractor. **For this purpose the contractor will have to compulsorily enter into an AMC with the Original Equipment Manufacturer (OEM) of the Weighbridge/Computer/Printer for both preventive and breakdown maintenance of the weighbridge/Computer/Printer.** Copy of the contracts/Agreement so entered into will also have to be furnished to CONCOR. The period of maintenance will be decided in consultation with the Terminal Manager, Desur Terminal (Karnataka) of CONCOR and planned in a manner so as to not to affect the normal operation of weighment of containers/cargoes.

It will be the sole responsibility of the Contractor to design adequate and efficient drainage to prevent flooding of the weigh bridge and its components. Provision of earthing pits for protection from exposure to over currents and voltages arising out of the climate adversities will also be the duty of the Contractor.

#### 2.5 **Stamping by the Weights and Measures Department.**

It will be the duty of the Contractor to get the **Weigh Bridge and Standard Test Weights** are duly stamped by the Weights and Measures Department **every year within the validity period.** Irrespective of the same Contractor will be required to get the verification of the weigh bridge / standard weights done on demand of CONCOR. For purpose of compliance to the above, the Contractor will have to make available of 50 nos. of 20 kgs. Standard weights or as required by the Weights & Measures Department requirements.

#### 2.6 **Attention to inaccuracies of weighment:**

Any inaccuracies in the weighment process as pointed out by clients or CONCOR will have to be promptly attended to. Failure to do so will warrant the compulsory shutting down of the weigh bridge till rectification of defects and levying of penalty as stipulated vide clause 14 of Section-II.

### 3. VOLUME OF WORK

- 3.1 The successful bidder will be required to do the weighment of containers/cargoes/Trucks/Vehicles for CONCOR and its Customers as per the rate schedule attached with the tender document. The approximate number of weighments per day are expected are mentioned below. For purpose of clarity one weighment will constitute either (a) or (b) as indicated in para 2.2 above. **This volume of work is only an approximation.** The actual workload may be higher or lower. The prospective bidders are advised to visit Desur Terminal(AP) and study the operations/traffic there. Thereafter, they are expected to make their own estimate of the weighment requirement and **they only need to quote the Licence fee payable to CONCOR.** For any clarification in this respect, they can meet Terminal Manager, Desur Terminal(Karnataka) on any working day. The schedule of quantities indicated below is only an approximate estimate of the daily volumes expected. It may be noted that evaluation of the Financial Bid shall be made on the basis of highest monthly Licence fees quoted by the bidder. **Similarly the quantities mentioned below are only an approximate estimate and shall not be a basis for any dispute with regard to the rates quoted by the tender/contractor or for the alteration of Terms and Conditions Governing the Contract.**

#### ESTIMATED VOLUMES FOR WEIGHING PER MONTH

Sr. No.	DESCRIPTION OF WORK	APPROXIMATE VOLUMES PER Month
1	Weighment of trailer with empty container followed by weighment of loaded container on the same trailer. (40"/45" ft Containers)	50
2	Weighment of trailer with empty container followed by weighment of loaded container on the same trailer. (20"/22" ft Containers)	150
3	Weighment of empty truck/vehicle followed by weighment of same truck/vehicle loaded with cargo 06-Wheelers .	200
4	Weighment of empty truck/vehicle followed by weighment of same truck/vehicle loaded with cargo 10-Wheelers.	0
5	Weighment of empty truck/vehicle followed by weighment of same truck/vehicle loaded with cargo – 12-Wheeler or Above	0
6	Any Four wheeler other than LCVs/Six tyre auto's etc (Example Tata ACE, Ape, or similar such vehicles)	10
7	Three Wheeler – Auto	0
8	Six Wheeler – Auto	60
	<b>Total per day</b>	<b>470</b>

The schedule of rates will be widely circulated to the trade and the same should be followed by the contractor scrupulously. Any willful violation of this rate schedule shall attract penalty to

the tune of double the excess amount collected and if incidents of violation are frequent contract may be subject to termination.

**4. SPACE TO BE RENTED OUT.**

4.1 Rent for the area occupied by the contractor will not be charged for successful implementation of weighbridge. But Electricity charges have to be paid by the contractor as per actuals.

**5. DISPLAY OF TARIFF FOR WEIGHMENT:**

5.1 The Contractor should display the charges leviable for weighments on prominent board of size 4"x 2" and fix it permanently in front of his shelter. CONCOR shall be at liberty and have full authority to determine and fix the public tariff and review and notify the same from time to time in public interest.

Yours faithfully,  
**For and on behalf of Container Corporation of India Ltd.,**

**Chief General Manager  
South Central Region**



**PRICE BID**

**(To be submitted separately as part of Price Bid/Financial Bid)**

The Chief General Manager,  
Container Corporation of India Ltd.,  
South Central Region, No. 602 & 603, 6<sup>th</sup> floor, Navketan Building  
Opp. Clock Tower, S.D. Road,  
SECUNDERABAD-500 003 (Telangana State)

Dear Sir,

**SUB : TENDER FOR INSTALLATION AND OPERATION OF ONE NO.PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT Desur Terminal (Karnataka) ON BOT BASIS.**

1. Subject to the conditions given in the tender documents purchased/downloaded by me in connection with the above mentioned contract, I/We hereby submit the offer for Installation and operation of ONE pitless electronic weigh bridge (80 MT) for weighment at CONCOR's Desur Terminal (Karnataka) at the rates specified in the S.O.C. (Section-V) annexed with the documents.

2. **Licence** Fee payable to CONCOR:

Sr. No.	Description	Monthly Licence Fee Amount in Rs. (to be quoted in-figures and words)
1.	<b>Licence fee per month</b> for the business opportunity provided by CONCOR in the premises of CONCOR's Desur Terminal(Karnataka).  Note: <b>The Bidder shall note that, the minimum License Fee to be quoted shall not be less than Rs.5000/- per month.(Excluding GST)</b>	In figures Rs.....  In words (Rupees..... .....)

3. Electricity charges if any will be extra as per consumption.
4. I/We undertake to levy and collect charges strictly as per Schedule of Charges (S.O.C.) fixed by CONCOR. I accept that rates mentioned in Schedule of Charges (S.O.C) will be subject to revision from time to time after initial period of one year on the prevailing weigh bridge rates in the local market. If any increase in S.O.C is granted, the contractor shall pay proportionate increase in licence fee to CONCOR. I/We also accept that the decision of Chief General Manager/SCR (Regional Head) in this regard is final. For increase in SOC charges the contractor has to give an application along with the prevailing market rates after initial period of one (01) year after commencement of contract. If there no increase in SOC the prevailing SOC & License Fee shall be continued till its revision.
5. I/We accept to pay to CONCOR GST as applicable from time to time in addition to the **Licence** Fee and Electricity charges if any mentioned above.
6. The analysis of rates quoted by us is enclosed to this price bid.
7. I/We hereby certify that I/We have examined and am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

Yours faithfully,

Signature of Tenderer.

Tenderer's address

Telephone Number Land Line and Mobile

**Notes to Price Bid:**

- 1) **With a view to eliminate financially unworkable / unviable bids, the bidder is required to submit detailed analysis of expected earnings and expenditure and the margins anticipated to justify the Monthly Licence Fee quoted. Such financial analysis is required to be submitted on a separate sheet (on bidder's letter head) and should be attached as an Annexure to this Price Bid. Bids submitted without such analysis shall be regarded as incomplete and liable for rejection/dis-qualification at this stage for further consideration. While quoting the Licence Fees, the bidder should ensure that the rate quoted is in consonance with the volumes and Schedule of Charges indicated in the tender document.**
- 2) **It may be noted that evaluation of the Financial Bid shall be made on the basis of highest monthly Licence fees quoted by the bidder in the price bid.**

**SECTION-(V)**

**SCHEDULE OF CHARGES (S.O.C.) FIXED FOR WEIGHMENT**

Sr. No.	DESCRIPTION OF WORK	Unit Rate in Rs.
1	<b>Weighment of trailer with empty container followed by weighment of loaded container on the same trailer. (40/45" ft Containers)</b>	<b>200</b>
2	<b>Weighment of trailer with empty container followed by weighment of loaded container on the same trailer. (20"722" ft Containers)</b>	<b>150</b>
3	<b>Weighment of empty truck/vehicle followed by weighment of same truck/vehicle loaded with cargo 06-Wheelers .</b>	<b>120</b>
4	<b>Weighment of empty truck/vehicle followed by weighment of same truck/vehicle loaded with cargo 10-Wheelers.</b>	<b>0</b>
5	<b>Weighment of empty truck/vehicle followed by weighment of same truck/vehicle loaded with cargo – 12-Wheeler or Above</b>	<b>0</b>
6	<b>Any Four wheeler other than LCVs/Six tyre auto's etc (Example Tata ACE, Ape, or similar such vehicles)</b>	<b>80</b>
7	<b>Three Wheeler – Auto</b>	<b>60</b>
8	<b>Six Wheeler – Auto</b>	<b>80</b>

**NOTE:** At any time, CONCOR/CUSTOMS reserve the right to ask for weighments/re-weighments of certain consignments/trucks/trailers. In such cases, the Contractor shall carry out such weighments/re-weighments free of cost upto 10 weighments per day. If such weighments/re-weighments exceed 10 per day, CONCOR will reimburse to the contractor such charges in respect of weighments/re-weighments done beyond 10 on any day at the prevailing approved Public Tariff upon submission of bills along with job orders on monthly basis.

.....

**LETTER OF SUBMISSION OF TENDER  
(TO BE SUBMITTED BY THE BIDDER ON HIS LETTER PAD)**

Issued to -----

To  
Chief General Manager,  
Container Corporation of India Limited,  
South Central Region, No. 602 & 603, 6<sup>th</sup> floor, Navketan Building  
Opp. Clock Tower, S.D. Road,  
SECUNDERABAD-500 003 (Telangana State)

Dear Sir,

**Subject: TENDER FOR SUPPLY, INSTALLATION AND OPERATION OF ONE NUMBER OF PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT MULTI-MODAL LOGISTICS PARK AT Desur Terminal (Karnataka) ON BUILT OPERATE AND TRANSFER SCHEME (BOT). FOR A PERIOD OF 120 MONTHS (10 YEARS) FROM THE DATE OF COMMENCEMENT OF CONTRACT.**

1. Subject to the conditions given in tender documents purchased/downloaded by me in connection with above mentioned contract and draft agreement Annexed thereto, I/We hereby tender for the contract for working as Contractor for Supply, Installation, Running, Operation and Maintenance of one number of pit-less electronic weigh bridge (Capacity: 80 MT ) for weighing at CONCOR's Desur Terminal of Karnataka.

I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the tender documents and agree to abide by all the terms & conditions laid therein.

2. Following certificates/documents are enclosed herewith:
  - a) The audited Balance Sheets and Profit and Loss Accounts for the past four financial years viz. **2014-15,2015-16 , 2016-17 and unaudited Balance Sheet and Profit and Loss Account for the FY-2017-18.**
  - b) The tenderer must have a **positive net worth for which he has to submit audited balance sheet of 2016-17.**
  - c) Copy of relevant registration documents certifying the entity as a proprietorship/partnership/company.
  - d) Crossed demand draft for an amount of Rs.35,000/- as Earnest Money by way of Demand Draft No. .... , Date in favour of "Container Corporation of India Limited, payable at Secunderabad/Hyderabad.

- e) Tender document cost of Rs.1000/- by way of Demand Draft No. ...., Dt., in favour of "Container Corporation of India Limited, payable at Hyderabad / Secunderabad. (in case of tender downloaded from website)
  - f) The MSEs Registration issued by \_\_\_\_\_ is enclosed duly notarized. (Applicable for MSEs Registered bidders)
  - g) I/We agree to keep this tender open for a period of 90 days from the date fixed for opening the same which cannot be withdrawn from the said period of 90 days or until a contract for the work is fully executed with a third party whichever is earlier.
3. The Price Bid duly filled (both in figures and words) and signed is enclosed. In a separate envelope superscribed as „Price/Financial Bid“:
- g) Undertaking to be given by the tenderer downloading tender document from CONCOR's website on the letter head of the tenderer.

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

Yours faithfully,

Tenderer's Address

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Telegraphic Address

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Telephone Numbers

-----  
Signature of Tenderer/s

1.

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2.

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**Agreement for acting as contractor “TENDER FOR LEASE OF LAND FOR THE PURPOSE OF SUPPLY, INSTALLATION AND OPERATION OF ONE NUMBER PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT DESUR TERMINAL (Karnataka) ON BUILT OPERATE AND TRANSFER SCHEME (BOT). FOR A PERIOD OF 120 MONTHS (10 YEARS) FROM THE DATE OF COMMENCEMENT OF CONTRACT**  
Contract Agreement No \_\_\_\_\_ Dated \_\_\_\_\_

An agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Eighteen between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, South Central Region (hereinafter called as **CONCOR**) on the one part and M/s. \_\_\_\_\_, carrying on business at \_\_\_\_\_ under the name of \_\_\_\_\_ (hereinafter called the **Contractor** which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of performing the work of Supply, Installation, Running, Operation and Maintenance of **ONE NUMBER PITLESS ELECTRONIC WEIGH BRIDGE (CAPACITY: 80 MT)** for weighment of containers and cargo at Desur Terminal (Karnataka) on build operate and transfer (BOT) basis. The weighing charges shall be as per the schedule of charges as enclosed herewith and shall be recovered directly from the clients by the Contractor.

Whereas the Contractor has agreed with CONCOR to act as contractor for Purchase/ Supply, Installation and operation of one number pitless electronic weigh bridge perform all the operations set forth in the Scope of work and the Terms and conditions of the contract.

Whereas M/s. \_\_\_\_\_ have agreed to pay to CONCOR a consideration of Rs. \_\_\_\_\_ per month towards **Licence Fees** and CONCOR has awarded the **Licence** for a period of 10 (Ten) years and also allotted an area with dimensions of 105 Sq. Mts(20 mts X 05 mts) Licensee for the purpose of operation of electronic weigh bridge. The contractor shall duly perform the said operations as set out in the tender document and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carryout the work in accordance with the terms and conditions of **Licence** with effect from \_\_\_\_\_ upto \_\_\_\_\_.

The cost of stamp duty on this account shall be borne by CONCOR. In witness whereof the said parties have here unto set their hands the day and year first above written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
CHIEF GENERAL MANAGER

FOR AND ON BEHALF OF  
CONTAINER CORPORATION OF INDIA LIMITED

WITNESSES

WITNESSES

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**FORMAT OF BANK GUARANTEE**

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, South Central Region, having its registered office at C-3, Mathura Road, Opp: Apollo Hospital, New Delhi 110 076 having agreed to permit M/s. \_\_\_\_\_ (hereinafter called the said Contractor) to carry out weighing of Containers / Cargo on the Terms and conditions of the agreement for/on production of a Bank Guarantee for Rs.1,50,000/- (Rupees One lakh fifty thousand only) hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the Contractor to carry weighing of containers and cargo safely in contravention of the Terms and Conditions in the said agreement.
2. We \_\_\_\_\_ Bank, do hereby undertake the promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, South Central Region stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Contractor to perform the said operations safely without damaging cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)**.
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 claims 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.

3.2 Provided that we \_\_\_\_\_ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 4 (four) 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 Container Corporation of India Limited. 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 our obligations hereunder to vary any of the Terms and Conditions of the said 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.

5. This guarantee will not be revoked by any change in the constitution of the Bank and 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 Tenderer downloading from CONCOR's website.**

**(ON THE LETTER HEAD OF THE TENDERER).**

**To**

The Chief General Manager,  
Container Corporation of India Ltd.,  
South Central Region, No. 602 & 603, 6<sup>th</sup> Floor,  
Navketan, S. D. Road, SECUNDERABAD-5000 03.(Telangana State)

**SUB: TENDER FOR SUPPLY, INSTALLATION AND OPERATION OF ONE NO. PITLESS ELECTRONIC WEIGH BRIDGE (80 MT) FOR WEIGHMENT AT DESUR TERMINAL (Karnataka) ON BUILT OPERATE AND TRANSFER BASIS (BOT).**

Sir,

I/We ..... the authorized signatory of the ..... (Name of the Company/Firm/Association) certify that no addition/modification/alteration has been made in the Original Document downloaded from CONCOR Website. If at any stage addition/modification/alteration 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.**

## CHECK LIST FOR BIDDERS

S.No.	Documents to be submitted by the tenderer alongwith their bid	Check & confirm of having attached these documents alongwith Bid (Yes/No)
1.	Cost of the Tender DOCUMENT paid Receipt In DD/Pay order in favour of Container Corporation of India Ltd., Payable at Hyderabad	
2.	Earnest Money Deposit (EMD DD/Pay order in favour of Container Corporation of India Ltd., payable at Hyderabad)	
3.	The bidder should submit audited Profit and Loss or Expenditure and Income statement for the last three Financial Years i.e.,2014-15,2015-16,2016-17 and unaudited Profit and Loss or Expenditure and Income statement should be submitted for the FY 2017-18. The turnover should be atleast Rs.5,40,000/- (Rs.6,00,000*90% as per engineering tender guidelines) per annum during any two of the last four financial years.	
4.	The tenderer must have positive networth for which he has to submit audited balance sheet of 2016-17.	
5.	Affidavit for sole Proprietorship / Partnership deed of partnership firm/ Memorandum & Articles of Association, for private, limited company/ joint venture agreement for JV firm.	
6.	Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. Company/PSU, if required.	
7.	Power of Attorney if any in original.	
8.	Letter of submission of tender on the letter head of bidder.	
9.	Submission of complete tender document, duly signed	
10.	PF Registration Certificate	
11.	Permanent Account Number (PAN) Card	
12.	GST registration Certificate (as applicable)	

(Signature & Seal of the Tenderer)

13.	Bank Details (Account No., Bank Name, MICR No, RTGS No.)	
14.	The analysis of rates quoted by us is enclosed to this price bid.	
15.	Price bid (Annexure-IV)	