



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

Regional Office:
No.601-603, 6th Floor
Navketan Building, S.D.Road, Opp. Clock Tower
Secunderabad – 500003

Open Tender
for

**Operation and AMC of Sub-Station and Electrical
installations of Domestic Container Terminal,
Nagalapalli (DCT/NPL)-MEDAK (Dist). TS**

CONTAINER CORPORATION OF INDIA LTD.
Room No.601-603, 6th Floor, Navketan Complex
S.D.Road, Opp: Clock Tower, Secunderabad – 500003 , T.S

Detailed NIT

1. Open Tender, in single packet tendering system, is invited for the below mentioned works from established, experienced and reliable firms/contractors firms registered or have worked/working with Railway/CPWD/MES/PWD/Other Government organization/PSU & their subsidiary.

2. The complete Tender document can be viewed/Downloaded from Web sites or purchased from the Office of the CHIEF GENERAL MANAGER, South Central Region, **Room No.601-603, 6th Floor, Navketan Complex S. D.Road, Secunderabad – 500003 , T.S**, Hyderabad between 11:00 hrs to 16:00 hrs on all working days. CONCOR shall not be responsible for any postal delay. Complete tender document duly accompanied with appropriate EMD shall be submitted in the office of the CHIEF GENERAL MANAGER,SOUTH CENTRAL REGION, as per date & time mentioned below & shall be opened in the presence of tenderers or their authorized representative downloaded from the website www.concorindia.com/ (www.eprocure.gov.in) during the tender sale period.

Tender No.	CON/SCR/DCT-NPL/Ele. AMC Tender/2018-19
Name of Work	Operation and AMC of Sub-Station and Electrical installations of Domestic Container Terminal , Nagalapalli (DCT/NPL)- Medak Dist TS.
Estimated Cost	Rs. 10.32 lakhs (excluding GST)
Completion Period	02 years (24 months)
Earnest Money Deposit	Rs. 24,380 /- (By Demand Draft)*.
Cost of Tender Document (Non-refundable)	Rs.1180/- (If by Post Rs.1300/-)*inclusive GST by way of DD
Date of sale of Tender	20.02.2019 (15:00hrs.) to 13.03.2019 (up to 17:00 hrs.)
Date & Time of submission of Tender	15.03.2019 up to 15:00 hrs.
Date & Time of Opening of Tender	15.03.2019 at 15:30 hrs. at CGM/SCR Office, Navketan Building, SD Road Secunderabad
Financial eligibility Criteria	The sum total (arithmetic sum) of tenderer's turnover/revenue(income) from operations for the last three financial years (i.e. 2015-16, 2016-17, 2017-18) of value not less than Rs.10.96 lakhs . The information shall be supported by CA Certificate & Balance Sheets and Profit & Loss Statement of specified last three financial years.
Experience with respect to similar nature of work	Minimum amount of Single completed work of maintenance of sub-station and Electrical Installations costing not less than Rs 4.26 lakhs in the last four financial years(i.e.2014-2015, 2015-2016, 2016-2017,2017-2018) & current year upto the date of tender submission.
Electrical License	Suitable for working up to 11 KV/415 volts installation and valid on the date of opening.

*Demand Draft in favour of "Container Corporation of India Ltd." Payable at Secunderabad/ Hyderabad

3. Detailed eligibility criteria is given in Tender Document, which is available at Websites: www.concorindia.com/ www.eprocure.gov.in
4. Any downloading from the website is at the sole risk & responsibility of the user after paying the tender sale price.
5. (a) EMD to be paid by Demand draft in favour of Container Corporation of India Ltd. Payable at Secunderabad/Hyderabad.

(b) **NSIC registered SSI unit as composite electrical contractor shall be exempted from payment of sale price of tender document and EMD on submission of valid registration as Electrical contractors**

(c) **MSEs Units registered with agencies mentioned at Clause 3 of Section – II shall be exempted from payment of sale price of tender document and EMD on submission of valid registration for Electrical contractors.**
6. Corrigendum/Addendum to this Tender, if any, will be published on websites www.concorindia.com and www.eprocure.gov.in only. **Newspaper press advertisement shall not be issued for the same.**
7. If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then the successful bidder will be selected on the basis of lottery in presence of concerned bidders. The Tender Evaluation Committee will conduct the lottery.
8. **Price Variation clause (PVC) is not applicable in this contract.**
9. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.
10. GST applicable will be reimbursed on proof of documents evidence. The rates quoted shall not include GST.

(Chief General Manager)
CONTAINER CORPORATION OF INDIA LTD
Room No.601-603, 6th Floor
Navketan Complex S.D.Road,
Opp: clock tower,
Secunderabad – 500003 T.S

Tender Letter

To

**Name of Work: Operation and AMC of Sub-station and electrical installations of DCT/NPL-
Medak Dist. - TS**

Dear Sir,

Enclosed please find herewith a complete set of tender documents for work mentioned above.

TECHNO COMMERCIAL BID

Section-I	-	Tender Letter
Section-II	-	Instructions to Tenderers
Section-III	-	General and Special Conditions of Contract
Section-IV	-	Scope of Work
Section-V	-	Letter of submission of tender
Section-VI	-	Agreement of Works
Section-VII	-	Inventory of Electrical Installations
Section-VIII	-	Maintenance/Monitoring checks
Section IX	-	Performance Security Form
Section-X	-	Bill of Quantity

1.0 Enclosed please find herewith a complete set of tender document in single bid for work mentioned above. Your offer in sealed cover is invited as per time, date and other instructions indicated below. You are requested to peruse the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials. The bid is to be submitted in sealed envelope each duly super scribed with Name of Work and Tender No. CON/SCR/DCT-NPL /Ele AMC Tender/ 2018-19.

2.0 The tender should accompany the following documents

- i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc,
- ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer, if applicable.
- iii) Earnest money of Rs.24,380/- (Rupees Twenty Four Thousand Three Hundred and Eighty only) in proper form as mentioned in Para 3 of the instructions to tenderers,
- iv) Attested copy of PF Registration Certificate, PAN card, GST Registration certificate and ESI Registration Certificate.

v) **Financial Eligibility Criteria**

Signature of Tenderer

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Signature of Accepting Authority

- a) As a proof of sufficient financial capacity and organizational resources, contractor should have the sum total (arithmetic sum) of tenderer's turnover/revenue(income) from operations for the last three financial years (i.e. 2015-16, 2016-17, 2017-18) of value not less than **Rs.10.96 lakhs**. The information shall be supported by CA Certificate & Balance Sheets and Profit & Loss Statement of specified last three financial years.
- b) Bill of quantities i.e. **SECTION-X (Schedule A)** with rates & amounts duly filled in words and figures. Total cost of bid should also be indicated in words and figures duly signed.
- vi) **Technical Eligibility Criteria**
- a) Minimum amount of Single completed work of maintenance of sub-station and Electrical Installations costing not less than **Rs. 4.26 lakhs** in the last four financial years(i.e.2014-15, 2015-16, 2016-17, 2017-18) & current year up to the date of tender submission. The experience certificate should be from Railway/CPWD/MES/PWD/Other Government organization/PSU & their subsidiary
- b) Electrical License Suitable for working up to 11KV/415volts installation issued by appropriate authority and valid on the date of opening.
- c) Affidavit **SECTION –I Annexure B**
- d) Affidavit **SECTION–I Annexure C.**
- e) Copies of PF, ESI and GST registrations
- vii) Any other information, which the contractor may like to submit in support of his capabilities, etc.
- viii) General conditions of contract along with addendum / corrigendum and Errata if any duly read and signed on all pages.
- ix) Special conditions of contract duly read and signed on all pages.
- x) Instructions to tenderers read and signed on all pages.
- xi) Letter of submission of tender.
- xii) Schedule of maintenance and Annexures regarding inventory duly signed and accepted at all pages
- xiii) Analysis of rates for Non-Schedule Items, if any.

Note:

- (i) All credential documents shall be attested by Gazetted officer or Notary or self signed.

3.0 General

- 3.1 All correspondence in connection with Tenders shall be addressed to Chief General Manager, Container Corporation of India Ltd, South Central Region, Secunderabad.
- 3.2 The Tender No. as given in NIT and the subject must appear on all correspondence and documents.
- 3.3 The tender shall be on sale from -20/02/2019-**at website mentioned above.**
- 3.4 Complete tender documents must be submitted on or before **08/03/2019** upto 15 Hrs. in the office of the **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LTD, Room No.601-603, 6th Floor Navketan Complex S.D. Road, Opp: clock tower, Secunderabad – 500003 T.S**
- 3.5 The bids will be opened in the office of the **CHIEF GENERAL MANAGER,CONTAINER CORPORATION OF INDIA LTD, Room No.601-603, 6th Floor Navketan Complex S.D.Road, Opp: clock tower, Secunderabad – 500003 T.S** at

15-30 hours on the same day i.e. 14/03/2019 in presence of tenderers or their authorized representatives who are desirous of being present at the opening.

- 3.6 In case tender opening date is declared a public holiday then tenders will be opened at the same time on the next working day.
4. Period of completion of the entire work is Two years from the date as mentioned in the letter of intent/letter of acceptance.
5. Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and submit their tender duly sealed.
6. No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected.
7. CONCOR reserves the right to reject incomplete/partial bids.
8. Container Corporation of India Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
9. Time is the essence of the contract.
10. Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in NIT.
11. Tenderers are also advised to visit the site & get conversant with the installation & related work expected of them prior to submission of bids.
12. Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in SECTION-I “Annexure – A”.

IT IS BROUGHT TO THE NOTICE OF TENDERERS THAT THEIR TENDER WILL NOT BE CONSIDERED, IF THEY FAIL TO FULFILL THE MINIMUM ELIGIBILITY AS INDICATED IN NIT

Yours sincerely,

(Chief General Manager)
Container Corporation of India Ltd.
Room No.601-603, 6th Floor
Navketan Complex
Opp clock tower,
S.D. Road, Secunderabad – 500003, T.S.

Name of Work : Operation and AMC of sub-station and electrical installation of Domestic Container Terminal Nagalapalli (DCT-NPL) Medak Dist TS

MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS

- (i) Earnest money deposit for **Rs. 24,380** /- (Rs Twenty Four Thousand, Three Hundred and Eighty only) should accompany each tender in the form of a crossed bank draft drawn in favor of “Container Corporation of India Limited”, payable at SECUNDERABAD/HYDERABAD from Nationalized/Scheduled Banks only.
- (ii) The sum total (arithmetic sum) of tenderer’s turnover/revenue(income) from operations for the last three financial years (i.e. 2015-16, 2016-17, 2017-18) of value not less than **Rs.10.96 lakhs**. The information shall be supported by CA Certificate & Balance Sheets and Profit & Loss Statement of specified last three financial years.
- (iii) Minimum amount of Single completed work of maintenance of Sub-Station and Electrical Installations costing **not less than Rs .4.26 lakhs** in the last four financial years (i.e.2014-15, 2015-16, 2016-17, 2017-18) & current year (2018-19) up to the date of tender submission. The experience certificate should be from Railway/ CPWD/MES/PWD/Other Government organization/PSU & their subsidiary
- (iv) Suitable for working up to 11 KV/415 volts installation and valid on the date of opening.
- (v) Copies of PF, ESI and GST registrations.
- (vi) Affidavit (Annexure-B) duly filled up and signed on stamp paper.

- NOTE: i)** Tenderer not fulfilling the above requirements, shall be **summarily rejected**.
- ii)** In case tenderer does not submit Turnover details of a particular year, then Turnover of that year will be treated as “NIL”.
 - iii)** The work experience of works executed on back to back basis/subletted works shall not be considered.

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of CONCOR, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from the websites mentioned in the Tender document and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of CONCOR with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ Performance Security Deposit besides any other action provided in the contract.
8. I/We certify that I/We are not blacklisted or debarred by Railway or any other ministry/department/PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in individual capacity or as member of JV firm.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/ Notary Public.

Signature of Tenderer

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Signature of Accepting Authority

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of minimum value of Rs.100/- along with their Tender)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I/We shall be debarred for bidding in CONCOR in future forever. Also, if such a violation comes to the notice of department before date of start of work, the CHIEF GENERAL MANAGER- South Central Region shall be free to forfeit the entire amount of earnest money deposit / Performance Security Deposit. (At the time of submission of bid).

Signature of Tenderer

Stamp

INSTRUCTIONS TO TENDERER

CONCOR invites Open Tender for “Operation and AMC of Sub-Station and Electrical installations of Domestic Container Terminal – Nagalapalli (DCT-NPL)-Medak Dist. TS ” in single packet system.

- 1.0 Tender documents consisting of Instruction to Tenderers, special condition of Contract, General Condition of Contract, Scope of Work, schedule of quantities of work, etc, can be downloaded from the website www.concorindia.com and www.eprocure.gov.in from -----
- 2.0 The Tenderer may submit their offer for the location as specified in the Tender.
- 2.1 The Tender form is not transferrable under any circumstances.
- 2.2 For what so ever reasons, if any part of CONCOR tender document is not submitted by the bidder, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to bidder. Missing part of CONCOR tender document shall not be called for re-submission, however, the same shall form part of contract agreement and shall be binding on tenderer
- 3.0 **Earnest Money: Tender must be accompanied with Earnest Money amounting Rs. 24,380 /-** (Rs Twenty Four Thousand, Three Hundred and Eighty only) The earnest money shall be rounded to the nearest Rs.10. Should accompany each tender in the form of a crossed bank draft drawn in favor of “Container Corporation of India Limited”, payable at HYDERABAD from Nationalized/Scheduled Banks only. **The tender without the prescribed earnest money, shall be summarily rejected.**

Note:

- (a) Bidders registered with NSIC as electrical contractor shall be exempted from the payment of Earnest Money Deposit (EMD) and tender cost on submission of valid registration as Electrical contractors.
- (b) MSEs units registered with agencies mentioned at Clause 3 of section-II shall be exempted from payment Earnest Money Deposit (EMD) and tender cost on submission of valid registration for Electrical contractors.
- (c) Registration certificate issued by any of the following agency for availing the exemption as electrical Contractor shall be submitted along with offer
 - (i) District Industries Centers.
 - (ii) Khadi and village Industries Commission
 - (iii) Khadi and village Industries Board.
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Director of Handicraft and HandloomAny other body specified by Ministry of MSME.
- (f) The MSE’s must submit the registration certificate from any of these agencies as registered electrical contractor for electrical work and indicate the terminal validity the date of registration. This document shall be at the time of submission of the tender
- (g) In the event of Non-Submission of valid Registration certificate from NSIC/ MSE by Bidders seeking exemption the bid shall be summarily rejected and financial bids shall not be opened.

3.1 Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances be entertained. Tenders submitted with earnest money in forms of cheque, Government Securities or in any form other than those specified above shall not be considered.

3.2 No interest shall be allowed on the Earnest Money.

3.3 Earnest money of the unqualified bidders shall be released after finalization of Technical bid in case of two packet system of tendering. EMD of technically qualified but unsuccessful bidder will be refunded after the award of Tender. EMD of unsuccessful bidders shall be released after finalization of tender in case of Single Packet System of tendering. The bidder is advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction if found necessary.

4.0 QUALIFICATION CRITERIA

- a) Earnest money deposit for Rs. 24,380/- (Rs Twenty Four Thousand, Three Hundred Eighty only) should accompany each tender in the form of a crossed bank draft drawn in favor of "Container Corporation of India Limited", payable at HYDERABAD from Nationalized/Scheduled Banks only
- b) Copies of Documents showing PF, ESI registration and GST certificates
- c) The sum total (arithmetic sum) of tenderer's turnover/revenue(income) from operations for the last three financial years (i.e. 2015-16, 2016-17, 2017-18) of value not less than **Rs. 10.96 lakhs**. The information shall be supported by CA Certificate & Balance Sheets and Profit & Loss Statement of specified last three financial years
- d) Minimum amount of Single completed work of operation and maintenance of Sub-Station and Electrical Installations costing **not less than Rs.4.26 lakhs** in the last four financial years (i.e.2014-15, 2015-16, 2016-17, 2017-18) & current year (2018-19) up to the date of tender submission. The experience certificate should be from Railway/CPWD/MES/PWD/Other Government organization/PSU & their subsidiary.
- e) Suitable for working up to 11 KV/415 volts installation and valid on the date of opening.
- f) Affidavit SECTION –I Annexure B
- g) Affidavit SECTION–I Annexure C.
- h) Bill of quantities i.e. SECTION-X (Schedule A) with rates & amounts duly filled in words and figures. Total cost of bid should also be indicated in words and figures duly signed.

4.1 Copy of partnership deed with copy of registration certificate if tenderer is a partnership firm memorandum and articles of association along with copy of incorporation certificate in case of company or in case of sole proprietor, an affidavit may be enclosed. **JV firms/consortium firms are not eligible to participate in the Tender**

4.2 Contractors may note that fulfilling the qualifying criteria will not tantamount to award of contract or any obligation on part of CONCOR to award the contract to the bidder.

5. CORRECTION OF ERRORS:

Tenders will be checked and corrected by CONCOR for any arithmetical errors in computation and summation as follows:

5.1 Where percentage rate is asked for, tenderer should **write percentage in figures only**. Tenderers may note that noncompliance of above may lead to rejection of their tender.

- 5.2 The tenderer should quote their rates & amount in figures, wherever applicable in tender document. In case of discrepancy in rates & amount, the **rates** will prevail and in case of rates in figures & words, the rates in **words** will prevail.
- 5.3 The bid documents shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence in the order given below:
- (a) Bill of Quantities (BOQ)
 - (b) Special Conditions of contract
 - (c) Scope of work & Additional conditions of conditions of contract
 - (d) Instructions to tenderers
6. As per the prescribed date and time mentioned in the tender notice and tender will be opened on the prescribed date and time in the presence of tenderers or their authorized representative who may wish to be present. Only one representative of each tenderer, who has submitted the tender, will be allowed.
7. Delayed Tender/ Late tender/Post tender/ Shall not be opened and will be summarily rejected.
8. The tender documents along with the other documents called for should be submitted inside a sealed cover super scribing Tender No and “Tender DOCUMENT Open Tender for Operation and AMC of sub stations and electrical installations of DCT-NPL - HYDERABAD(Telangana) and the cover addressed to the **Chief General Manager) Container Corporation of India Ltd. Room No.601-603, 6th Floor Navketan Complex Opp clock tower, S.D. Road, Secunderabad – 500003, T.S.**
9. The tenderer is advised in his own interest to visit the site of work and acquaint him with all local conditions. Work will involve Operation and AMC of substations and electrical installations of DOMESTIC CONCOR TERMINAL –NAGALAPALLI (DCT-NPL) Medak Dist - TS location. The Tenderer should get himself familiarized with location / Area of the working place before quoting the rates.
10. The Tenderers who are constituents of a 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, Association or Society as the case may be. The tenders, who 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 lease. CONCOR may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the tenderer. 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.

11. ACCEPTANCE OF TENDER:

11.1 The authority for acceptance of tendered rates will rest with the CHIEF GENERAL MANAGER, Container Corporation of India Ltd, South Central Regional Office, 601-603, 6th Floor, Navketan Building, opp: clock tower, S.D. Road, Secunderabad – 500003 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.

11.2 Acceptance of tendered rates will be communicated by Fax/Telegram/Express letter or formal acceptance of the tender. In case where acceptance is indicated by Fax or Express

Signature of Tenderer

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Signature of Accepting Authority

- letter; the formal acceptance of the tender will be forwarded to the tenderer as soon as possible, but the Fax or Express letter should be deemed to conclude the contract.
- 11.3 The tender documents shall become the property of CONCOR with CONCOR having no obligation to return them.
- 11.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 11.5 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.
- 11.6 The tenderer whose tender is accepted shall be required to appear at the office of the CHIEF GENERAL MANAGER, Container Corporation of India Ltd, South Central Regional Office, 601-603, 6th Floor, Navketan Building, S.D. Road, Secunderabad – 500003 in person and submit Performance Security Deposit equivalent to 5% of the contract value **within 30 days from the date of issue of Letter of Acceptance(LOA) and subsequently sign the agreement** . Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e, from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work.
- 11.7 However CONCOR reserves the right to waive the penal interest in case the reasons submitted by the contractor are found to be genuine and accepted. The decision of Regional Head in this regard is binding upon the Tenderer.
- 11.8 The date of start of work will start from the date given in the LOA.
12. The tenderer shall treat the contents of the tender documents as private and confidential.
13. 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. CONCOR reserves the right to reject any or all tender forms without assigning any reason.
15. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/explain/ stipulate anything, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
16. Tenderers are advised to quote their rates considering all the above facts.
17. **WITHDRAWAL OF TENDERS:** No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiry of the period of tender validity specified by bidder. Otherwise Earnest Money/Bank Guarantee will be forfeited without any notice.
18. **AMENDMENT OF TENDER DOCUMENTS:**

18.1 At any time prior to the last date for submission of the offers, CONCOR may for any reason modify the tender documents by an amendment.

18.2 The amendment in the form of an addendum will be published on above mentioned websites only.

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

19. Work shall be carried out as per the instructions of authorized representative of CONCOR.

20. CONCOR reserves the right to seek additional documents/clarifications with regard to evaluation of bids.

21. GOODS AND SERVICE TAX

- (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 an ailment 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.

(Chief General Manager)
Container Corporation of India Ltd.
Room No.601-603, 6th Floor
Navketan Complex, opp: clock tower
S.D. Road, Secunderabad – 500003, T.S.

GENERAL AND SPECIAL TERMS & CONDITIONS OF CONTRACT

Tender document for **Operation and AMC of Sub-Station and electrical installations of CONCOR DCT-NPL Medak Dist. TS location.**

1. PREAMBLE

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 Containers to various destinations in India by Rail/Road. These cargos are stuffed/de-stuffed in containers either at the terminal itself or at consignee's/consignor's premises. All the major Shipping Lines/Transporters/Freight Forwarders are operating from these Terminals.

2. BONAFIDE OFFER: The tenderer shall be a bonafide contractor, which shall mean an entity having documents:

2.1 Copy of document showing PF and ESI , GST Registration details.

2.2 Copy of partnership deed with copy of registration certificate if tenderer is a partnership firm memorandum and articles of association along with copy of incorporation certificate in case of company **or in case of sole proprietor, an affidavit may be enclosed.**

2.3 The sum total (arithmetic sum) of tenderer's turnover/revenue(income) from operations for the last three financial years (i.e. 2015-16, 2016-17, 2017-18) of value not less than **Rs. 10.96 lakhs**. The information shall be supported by CA Certificate & Balance Sheets and Profit & Loss Statement of specified last three financial years.

2.4 Minimum amount of Single completed work of maintenance of substations and Electrical Installations costing **not less than Rs.4.26 lakhs** in the last four financial years (i.e.2014-15, 2015-16, 2016-17, 2017-18) & current year (2018-19) up to the date of tender submission. The experience certificate should be from Railway/CPWD/MES/PWD/Other Government organization/PSU & their subsidiary

2.5 The contractor must have valid Electrical Contractor License for working as electrical contractor of appropriate class 11KV/415 volts sub-station issued by appropriate authorities.

3.0 VALIDITY OF OFFER

The tender shall remain valid for a period of Ninety (**90**) days from the date of tender pending.

4.0 EARNEST MONEY

4.1 All the Tenderers are required to deposit a sum of Rs: **24,380/-** (Rs Twenty Four Thousand, Three Hundred Eighty only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that he will not rescind 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.

- 4.2 The deposit as referred to under Para 4.1 above shall be in the form of demand drafts made out in favour of “Container Corporation of India Limited” payable at HYDERABAD and valid for a minimum period of three months after the date of issue.
- 4.3 Cheque, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) or in any form other than mentioned in Para above will not be accepted towards the earnest money referred to above.
- 4.4 Pay orders/Demand Drafts 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.
- 4.5 No interest shall be allowed on the Earnest Money deposited and also on Performance Security Deposit as referred to under Para 5 below.
- 4.6 Subject to the condition stipulated in Para 4.1 above, the earnest money of the unsuccessful Tenderers will be returned as soon as possible after tenders have been finalized. Earnest money of the successful tenderer will be returned after submission of Performance Security Deposit and signing of Agreement.

5. PERFORMANCE SECURITY DEPOSIT

- 5.1 a) The successful Tenderer whose tender is finally accepted must deposit a Performance Security Deposit (format at SECTION-IX) for successful performance under the contract, an amount equivalent to 5% of the contract value by way of irrevocable Bank Guarantee in favour of “Container Corporation of India Ltd, valid for the entire contract period plus four months in the prescribed format attached **within 30 days** from the date of issue of LOI and subsequently sign the agreement. Performance Security Deposit shall be released after satisfactory completion of the work and maintenance period is over.
 - b) Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e, from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work.
 - c) CONCOR reserves the right to waive the penal interest in case the reasons submitted by the contractor are found to be genuine and accepted
 - d) Wherever the contracts are rescinded, the Performance Security Deposit will be encashed and the balance work will get done separately,
 - e) The balance work will be done independently without risk and cost of the original contractor.
 - f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- 5.2 CONCOR shall be entitled to appropriate the whole or any part of the security deposit/performance security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to adjust/ recover any loss and/or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit/performance 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/performance security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit/ performance security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.

5.3 The Performance Security Deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to CONCOR's right to rescind the contract and other rights and remedies warranted by law.

5.4(a) The Performance Security Deposit shall, subject to any deduction that may be made there from, be returned to contractor after 6 calendar months after completion of the contract and on issuance of "NO DUES CERTIFICATE" by the TERMINAL MANAGER, DCT/Nagalapalli, Medak Dist. - TS. However, even if there is any delay the Tenderer will not be entitled to any interest.

(b) No interest will be payable on Performance Security Deposit.

5.5 CHIEF GENERAL MANAGER may, at his discretion, increase the amount of Performance Security Deposit proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit.

6.0 PAYMENTS

6.1 For doing the work indicated in Section-IV "**Scope of Work**" the tenderer will be paid according to the finally accepted 'Schedule of Rates'. The payment will be made on monthly billing basis. The payment for B&C category items shall be made on actual basis.

6.2 The payment under various items of the schedule of rate will be due only on completion of the respective services and on submission of bills along with proof of remittance of **GST, PF and ESI**.

6.3 The rates given in the Schedule of Rates will be binding on both the parties and no change in the rates will be permissible during currency of the contract except the conditions as laid down in para-6.4 below. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained. TDS shall be deducted from bills as applicable.

6.4 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

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 this contract. In 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) If any altered/additional work is required to be executed as per requirement for proper maintenance of the electrical installations for which there are no established rates in Schedule of rates, the same shall be payable as per provisions stated hereunder:

-

a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.

- b) If direct working out is not possible, the contractor shall be paid on the basis of reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery with 15% extra on total cost to cover contractors profit, supervision, overheads, establishments etc.
- c) On the basis of original purchase bill/labour payment voucher of contractor with 15% contractor profit and overhead charges upto Rs.10,000/- in each case (excluding contractor profit) subject to satisfaction of CGM/SCR.

CHIEF GENERAL MANAGER/South Central Region's decision regarding reasonable labour cost and reasonable material consumption and cost shall be final and binding on contractor.

Deduction towards Income Tax at source is applicable under I. T. Act 1961.will be made from all payment made to contractor.

- 6.5 Subject to any deductions which CONCOR will be authorized to make under the terms of contract that may be applicable while accepting the tender, the contractor shall be entitled for payment as under:

“The contractor shall prepare and submit bills to CONCOR's official in-charge. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including taxes applicable, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however shall neither entitle the contractor to claim interest nor stop discharge of the contract.

- 6.6 A claim for services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, CGM/SCR on written request of the party can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.7 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR. Nevertheless, on written request of the party CGM/SCR can waive off this limitation and allow late submission of any claim for such under payment not received within the stipulated three months period.
- 6.8 Payment will be made on monthly basis. Payment shall be made through RTGS (the contractor should submit the bank details for receiving the payment) in the name of Contractor No request in the change of name will be considered.
- 6.9 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence error, etc. or any cause whatsoever the amount would be recovered from the bills or from the Performance Security Deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the Performance Security Deposit, the contractor shall at once make good deficiency in the amount of the Performance Security Deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

7.0 ESCALATION CLAUSE

Prices will remain fixed for the entire duration of contract. No deviation on account of increase in any price index will be admissible. However, any increase in statutory levies GST etc. payable under the contract will be reimbursed on documentary evidence.

8. DURATION OF CONTRACT.

- 8.1** The contract shall be awarded initially for a period of 24 months from the date of commencement of contract. However, 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 04 (four) months or till alternative arrangements are made, whichever is earlier.

9 DEDUCTION TOWARDS TAXES OR ANY OTHER LEVIES AT SOURCE

Deduction of Taxes at source or any other statutory taxes/liabilities/charges will be made from the moneys payable to the contractor on the bills for work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

10. ILLEGAL GRATIFICATION:

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 employees(s) of CONCOR or to any person on 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 contractor, 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 Manger of CONCOR in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

- 10.1** The contractor shall forbid and take all possible steps within his power to prevent all labour and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.
- 10.2** No person who had retired within 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 and 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.

11. ARBITRATION

- 11.1** 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 or relating to the contract, specifications, operations, instructions, orders or these conditions or otherwise concerning the Annual maintenance 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 CHIEF GENERAL MANAGER, S.C.R., CONCOR willing to act as such arbitrator. There will be no objection if the arbitrator so appointed an employee of CONCOR is 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 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 CHIEF GENERAL MANAGER 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 person 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 Chief General Manger 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.

- 11.2 Subject as aforesaid the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 11.3 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 amounts 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.
- 11.4 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contract shall be withheld on account of such proceedings.
- 11.5 The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.
- 11.6 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 do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
- 11.7 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.8 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 11.9. The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

12.0 UNSATISFACTORY PERFORMANCE & CONSEQUENCES THERE OF

- 12.1 (a) If the defective equipment is not attended within 24 hours of the receipt of Complaint irrespective of the fact that the complaint is made on Sunday/holiday, a damage of

Rs.250/- per unit per day shall be levied and recovered from the contractor's bill as liquidated damages.

- (b) If the power supply to the major installations is disturbed for a period of more than **10 minutes** on account of the failure in routine/ preventive/ breakdown maintenance of any of the electrical equipment, damages of 0.5% of the respective monthly contractual charges contractor will be levied from the bills for further delay of **10 minutes** or part thereof subject to maximum of 10% of monthly contract value from each monthly bills. However, CONCOR reserves the right to waive the penal interest in case the reasons submitted by the contractor are found to be genuine and accepted
- (c)The decision of CHIEF GENERAL MANAGER will be final and binding on the contractor.

- 12.2 In addition, in the event of unsatisfactory performance 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). The contractor shall be liable to be fined up to Rs.2,000/- (Rs Two Thousand only) on every single occasion on the sole discretion of the CHIEF GENERAL MANAGER. However, CONCOR reserves the right to waive the penal interest in case the reasons submitted by the contractor are found to be genuine and accepted
- 12.3 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. In such cases CONCOR shall be at the liberty to carry on the 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 the contractor and shall be recovered from any money due to him or from his Performance Security Deposit.
- 12.4 Furthermore, 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 Performance Security Deposit and encash the Performance Security Deposit as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary.
- 12.5 The certificate of the CONCOR official in-charge as to the sum payable to the contractor, if the work in question had been carried out by him under terms of the contract, shall be final and binding on the contractor.
- 12.6 The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract.
- 12.7 Any financial loss incurred by the CONCOR authority arising due to any procedural lapses from compliance of statutory obligations on the part of the tenderer shall be recovered by CONCOR from the contractor from the running bills.

13. TERMINATION OF CONTRACT AGREEMENT

- 13.1 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 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 Performance Security Deposit as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary. The certificate of the CONCOR's Technical Official and verification of work for the sum payable to the tenderer, 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.

13.2 Besides 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 02 months prior notice in writing of its intention to terminate the agreement. The contractor, however, shall have no right to terminate the agreement under any circumstances. If he discontinues the work before expiry of the agreement, CONCOR Administration will be entitled to get the work done from any other agency and to encashment of the performance bank guarantee.

13.3 Any notice to be served on the contractor under this agreement sent to him by registered post to his mentioned address, unless otherwise modified in writing, shall be considered as proper and sufficient service for any purpose in connection with the agreement.

“VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED” Except 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 on CONCOR unless and until the same are endorsed or incorporated in a formal instrument.

13.4 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 in the Court of Law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on his account.

14.0 EXIT CLAUSE

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

15.0 SAFETY / PRECAUTIONS:

15.1 It shall be the duty of the contractor to acquaint him with all safety regulations as proposed by any statutory authorities.

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

15.3 All liabilities owing to injury/death of the staff of the contractor during discharge of contract will be to the contractor & CONCOR will stand identified for same.

15.4 All staff while working on electrical installation & infrastructure should use adequate safety/protection equipment such as

- a) Electrical safety gloves.
- a) Rubber shoes.
- b) Safety belt.
- c) Earthing discharge rod.
- d) Insulated line tester.

16. LIABILITY FOR LABOUR LAW AND STATUTORY COMPLIANCE: -

All labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the tenderer. He shall specifically ensure completely with following Laws/Acts and their enactments/ amendments.

The Payment of Wages Act, 1936

The Factory Act, 1948

The Workmen's Compensation, 1923

The Employees Provident Fund Act, 1952

The Contract Labour (Regulation and Abolition) Act, 1970

The Payment of Bonus Act, 1965

The Payment of Gratuity Act, 1972

The Equal Remuneration Act, 1976

The Employees State Insurance Act, 1948

The Industrial Disputes Act, 1947.

The Employment of Children Act, 1938

The Motor Equipment Act,

- 16.1 The contractor shall indemnify CONCOR against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws.
- 16.2 Any accident/injury/legal liability to their employees or damage to the properties of CONCOR the responsibility will be of contractor.
- 16.3 The salaries are to be disbursed through Bank as per labour laws on or before due date (The present due date for disbursement of wages is 7th of next month)
- 16.4 The contractor has to submit the a copy of Aadhar Card, Elections Card/ Ration Card along with 2 photographs of the staff deployed at CONCOR/ DCT-NPL for address proof and ID proof

17.0 CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923

The contractor shall at all times indemnify CONCOR against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such laborer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, CONCOR shall be at liberty to withhold such amount from the bills of the contractor and also deposit the same with the Commissioner under W.C. Act.

- 17.1 The labours/operators/contractor's employees engaged under the terms of the contract are to be deemed as employees of the contractor for all Purposes of Industrial Disputes Act, 1947 or other enactments that may be applicable should necessity arise.
- 17.2. The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come into force and the contractor shall indemnify and keep CONCOR indemnified against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the contractor to comply with any such laws, regulations and / or rules.

18.0 RESPONSIBILITY/LIABILITY OF THE CONTRACTOR FOR LOSS OR DAMAGE

- 18.1 The contractor shall be liable to compensate CONCOR in full for all damages and losses and claims in respect of injuries or damage to any person or whether in his possession or not through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
- 18.2 All costs, damages or expenses incurred by CONCOR in this connection will be recovered by CONCOR from the contractor. It also reserves the right to retain contractor's Performance Security Deposit or any payment under the contractor to be paid off against such claims.
- 18.3 Any kind of penalty imposed by any statutory authorities will be borne by contractor.

19.0 SUBLETTING NOT ALLOWED

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 contractor.

20.0 NOTICES ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Chief General Manger, CONCOR shall be issued or taken on his behalf by the official In- charge of the CONCOR, HYDERABAD office. The tenderer 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 tenderer 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.

21.0 DEATH OF TENDERER

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.

22.0 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 the CHIEF GENERAL MANAGER, CONCOR/SCR 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. Further in case of failure to execute the agreement, the contract will be cancelled

All terms and conditions listed from **Para 1 to 22** along with all sub paras read carefully, understood and accepted.

Signature of the Bidder
Signature of Tenderer

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Full name & address and seal.
Signature of Accepting Authority

Operation and AMC of Substation and Electrical Installations of CONCOR-DCT/NPL-Medak Dist - TS.

SCOPE OF WORKS, TERMS & CONDITIONS GOVERNING THE CONTRACT

SCOPE OF WORK

1. PREAMBLE

CONCOR's performs function of operating inter-modal terminal for ISO/DSO containers carrying export/import/domestic cargo destined for arriving from various inland destinations including the gateway ports. Through this terminal, CONCOR provides single window services to the shippers/consignors/consignees. Illustrative nature of supply required to be done by contractor are as under:

2 SCOPE AND NATURE OF WORK:

The tender is for the annual repair, maintenance of electrical installations, fittings, fixtures, **11KV/415V** sub stations. D.G.Sets, laying of cables, wiring in buildings, rewinding of motors, pumps repair, Flood light towers, HT & LT panels, street lights, warehouse lighting and LT power cabling work in buildings at Domestic Container Depot, Nagalapalle. The contractor will be required to carry out the electrical maintenance work in the following depot.

**M/s. Container Corporation of India Ltd.
Domestic Container Depot, Nagalapalle (DCT/NPL)
Vellamella Industrial Estate, Ramachandrapuram Mandal.
Medak Dist. Telangana- 502300.**

The scope of work defined is only indicative and defined only to give an idea to the work. However, the tenderer is advised in his own interest & cost to visit the sites mentioned above and acquaint himself with all the local conditions. The tenderer should get himself familiarized location/Area of working place before quoting the rates.

The rates quoted in Annexure V should not include any provision for spares. The required spares will be provided by CONCOR.

2.1 The contractor would have to put in place an arrangement to monitor the electric supply being received from the electricity board/DG sets so as to ensure that there is a continuous supply of power for the operations of the DCT-NPL of CONCOR as laid out/defined by the terminal in charge.

2.2 Maintenance of Power Consumption Points

i. **Office Buildings and other buildings** : The successful contractor will be required to maintain the electrical installation of Administrative building, and other installations as per Annexure-III(A) to III(D)

ii. **Other installations**: The successful contractor will be required to maintain the electrical equipments of Ware House, Yard lighting (High Mast Towers) etc, sub stations and other allied fitments. This includes preventive, routine & breakdown maintenance list of the equipment/ inventory for maintenance has been enlisted as Annexure-IV (A) to (M).

2.3 Substation Maintenance:

The successful contractor will be required to carry out maintenance (Daily, weekly, monthly, quarterly, yearly, seasonal and all type of breakdown maintenance.) of HT and LT equipments installed at all substations 11KV/415V at DCT/NPL, as per the respective manufacturer (OEM) standards and schedule given by CONCOR.

- (i) All the HT and LT cable laid at DCT/Nagalapalle will be maintained by the contractor.
 - (ii) The statutory approval from Local/Central Electricity Authority for the HT & LT installation shall be arranged by the contractor if applicable. CONCOR will pay the statutory levies/inspection fees on receipt of advice from concerned departments.
- iii. **The Contractor will nominate a supervisor having HT & LT installation experience for monitoring hitch free execution of work. The supervisor should have Mobile phone and shall be available in case of emergencies and Break Downs.**
- iv. The Contractor should maintain/promptly arrange the tools/tackles required for smooth execution of the work. An indicative list of tools/tackles is mentioned hereunder: -
1. 1. Megger – 1000 volts, 2500 volts.
 2. Crimping tools.
 3. Ratchet set.
 4. Tool kit {D – Spanner, Ring Spanner (5-40 No's each) }.
 5. Ladder for ware house & workshop and Adm. Building.
 6. Jointing kit, burner & gas.
 7. Digging tools & tackles.
 8. Pliers, tester & test lamps.
 9. Earth tester.
 10. Tong tester.
 11. Multimeter.
 12. Transformer oil test kit.
 13. High voltage discharge rod.
 14. High voltage safety gloves.
 15. Torch, emergency light.
 16. Electrical screw driver set
 17. Cable fault detector machine.
 18. Hand gloves and safety belts.
 19. First aid kit.
 20. Drill Machine

However any other tools felt necessary for execution of the work would also have to be arranged by the contractor.

3.0 Specific Instructions for execution of works :

- 3.1 The electrical installation which are installed at substations require fool proof monitoring, maintenance and operation in compliance with Indian Electricity Rule 1956. The list & numbers of equipments required to be maintained are listed at Annexure-III (A) to III (F).
- 3.2 It will be the duty of contractor's staff to operate the DG set wherever provided and as and when power fails within a reasonable time of 15 minutes .Continuous delay in operating the DG set may attract Liquidated damages upto Rs. 500 per case. It is the responsibility of the contractor to get the periodical service of the generators done through the authorized service provider of the OEM.
- 3.3 All necessary safety gears for smooth execution of work will have to be arranged by the contractor.

- 3.4 Qualification of Workman:** The workman deputed by contractor should possess I.T.I Electrician/wireman trade with wiremen competency certificate (B) as per qualification of workmen Indian Electricity Rule 1956 (HT/LT).
- 3.5 All the staff deputed by the contractor to the terminals for on time to time should be of good antecedent and character.
- 3.6 The contractor's personnel shall carry Identity card as issued by the Contractor at all the time during their presence in DCT/NPL.
- 3.7 The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and/or legal action for breach of CONCOR security regulations by either the contractor or his staff & CONCOR shall be the sole arbitrator to the course of action.
- 3.8 The substation will be functioning round o'clock 365 days in a year on all holidays and Sundays. The contractor shall have to take care of exigencies that may be encountered promptly.
- 3.9 Inspection and preventative schedule will be as listed in Annexure IV and as may be decided jointly from time to time.
- 3.10 Transformer oil of all transformers should be checked for oil dielectric strength and filter once in a year. The maintenance should be carried out as per IS 2026 part-III standard (for terminals with CONCOR owned transformer).
- 3.11 All relays of 11KV substation should be tested and calibrated as per norms of IS 3842. Secondary injection testing of all relays including WMP-13, CDG 61/CAG14 is to be carried out once in a year of HT side. Primary injection testing is to be carried out once in a year for all 11KV/415V substation relays. All the relays should be calibrated once in a year (for terminals with the equipment).
- 3.12 All breaker SF-6, VCB, ACB and other breakers are to overhauled once in a year (for terminals with equipments).
- 3.13 The gas pressure in SF-6 should be maintained as per recommendation of OEM (for terminals with equipments).
- 3.14 Earthing installation:** The successful contractor will be required to maintain all the earthing installation in good conditions all the time. For this it is necessary to check up all the earthing locations once a year on a dry day during the dry season and record the result in a year. These results shall be jointly checked and signed in a register by the contractor and CONCOR representative. The resistance value of each earthing strip should be less than 1 ohm. The panel bus bar meggering should be done once in a year.
- 3.15 Crow nesting:** There are high mast towers for CONCOR yard lighting. All the towers are prone to crow nesting which causes short circuit in electric circuit of electric towers and causes failure to the system. These nests should be removed by the contractor periodically, to avoid any failure.
- 3.16 All works related to lowering and hoisting of the high mast assembly from/to any position for maintenance of flood lights, supply cable, fixing supports and wire ropes during the contract period will be done by the contractor to the satisfaction to CONCOR. The facilities required for the same will be arranged by the contractor.
- 3.17 Checking for insulation leakage and checking of CT, PT and bus bars should be done for maintain the system in efficient manner. All the panel, electrical installations, substations and electrical equipment should be appropriately cleaned.

- 3.18 The contractor has to maintain daily log book for any attention of substation & electrical installation either a routine measure or for rectification of a breakdown/ failure and the same should be verified by CONCOR representative
- 3.19 Record of replacement should be maintained by contractor.
- 3.20 Tools/Tackles belonging to CONCOR should be safely & securely maintained by the contractor & handed over to CONCOR on demand.
- 3.21 The staff of contractor who routinely visit the premises of CONCOR should have mobile phone of key personnel will have to be circulated to the CONCOR officials.
- 3.22 The contractor should repair the panel hinges, doors, latching if any during the contract period.
- 3.23 The cable should be laid in accordance to the IS standard or as specified by the CONCOR Routing of the cable should not infringe with the day to day operation of the terminal.
- 3.24 Major Break down/failures in electrical installation/sub station shall be attended/ rectified promptly within a reasonable time as decided by the authorized representative of CONCOR. Non compliance of this schedule can be treated as an unsatisfactory performance.
- 3.25 The replacing of materials shall be verified by CONCOR authorized representative for claiming payments. The defective or un serviceable goods shall be brought back from site and got inspected by the electrical in charge or representative of CONCOR for its further disposal.
- 3.26 The contractor shall repair the equipment/their parts at his cost during the currency of contract for all failure/breakdown. This will include the to and fro transportation from site to repair workshop & back. The materials issued for site must go to the site through proper gate pass.
- 3.27 Broadly the schedules to be performed for the maintenance of the various equipments are laid in Annexure-IV A to M. However, in addition to same the terminal incharge/representative & the contractor will make out a joint procedure for specific requirement of the terminal wherein the standards of services to be ensured by contractor will also be mentioned. Non compliance of these joints procedure by contract will be treated as unsatisfactory performance
- 3.28 In case of any major failure not attributable to lapse of contractor, CONCOR may ask the contractor to carry out repairs at a mutually agreed rate for which necessary services should be rendered by contractor promptly.
- 3.29 If in case it is proved/established at any stage that the cause of electrical failure/cause of fire/cause of electrical accident has taken place due to bad/poor maintenance carried out by the contractor or due to carelessness of his staff than the cost of said damage will be recovered from the monthly bill or security deposit.
- 3.30 The contractor shall execute the work as per IS code of practice of relevant equipments and follow the IE rules 1956. The contractor has to follow the safety & procedures & practices in electrical works as per IS 5216 part 1 and 2.
- 3.31 The contractor & their working personnel should get familiarized with the fire fighting systems and their use.
- 3.32 The contractor & their working personnel should get familiarized with the fire fighting systems and their use.
- 3.33 The scope of work also includes cost of minor spares like screws, nut bolts, washers for routine & preventative maintenance consumables like insulation tape and all

- material required for cleaning of all the equipments, all of which shall be borne by the contractor.
- 3.34 It is the contractor's responsibility to see that all the CONCOR materials entrusted to him are carried safely and expeditiously to the site of the work. If CONCOR materials are lost, stolen or damaged while in transit or under custody of the contractor, the cost of the same @ twice of the prevailing market rate will be recovered from Contractor's dues and contractor will have no claim whatsoever on this account.
- 3.35 The contractor shall ensure that the personnel deployed by him at DCT/Nagalapalle should wear safety jackets, safety shoes & safety helmets, which will be provided by Contractor himself, all the time during their presence at DCT/Nagalapalle.
- 3.36 The filling of diesel in DG sets at DCT/Nagalapalle shall be the responsibility of the contractor & the contractor has to maintain appropriate records in this regard. Diesel shall be provided by CONCOR. The contractor's personnel along with security personnel & CONCOR staff will witness the same. The contractor shall ensure that such filling of diesel takes place during day time only, if done at night appropriate reasons shall be conveyed in writing to Chief General Manager the next morning.
- 3.37 It is the responsibility of the contractor to switch on lighting equipment in premises of DCT/Nagalapalle after dark and shall switch off the same in the morning hours at suitable time, failure to comply shall attract a liquidated damages upto Rs.500 per case.
- 3.38 The contractor shall immediately report to CONCOR for any faults/shortcomings/missing items & take approval for rectification/replacement of such faults/shortcomings/missing items from CONCOR at the earliest. The contractor shall provide estimates for such cases and pursue them till the time such cases are corrected. The contractor shall have to submit pre-repair/replacement & post-repair/replacement report in the format given in Annexure V (a) & V (b) to CONCOR duly vetted by CONCOR technical executive. Copies of post-repair forms should also be submitted with monthly bill of the contractor.
- 3.39 The contractor shall ensure adequate skilled manpower for maintenance of all the electrical equipments.
- 3.40 The tenderer must maintain close co-ordination with State Electricity board/Transmission Corporation, locally, to ensure good relations and proper supply. The tenderer must also be in a position to provide testing/test reports to Electricity board, if required.
- 3.41 Contractor has to submit the detail of staff, skill & experiences for staff before engaging in work. The contractor should organise, arrange and liason for statutory periodical inspection of the electrical installations under the Regulations 30 of Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations'2010. The Government Fee (Inspection Fee) will be borne by CONCOR for such inspection."

4 Exclusion

- 4.1 The scope of work clearly excludes overhauls/specialized maintenance of major equipments like transformers, HT breakers etc. except specifically mentioned in the schedule of maintenance attached in the documents. However, The periodical service of the generators is to be done through the authorized service provider of the OEM.
- 4.2 The contractor supervisor/ staff shall not make any change/ addition /alteration or modification to existing electrical installation without the approval of electrical in charge or representative of CONCOR.
- 4.3 All spares & material for replacement will be supplied by CONCOR free of cost. It is responsibility of contractor to use this material economically and effectively.

5.0 VOLUME OF WORK/SCHEDULE OF QUANTITY

- 5.1 Schedule of quantity indicated in Annexure-V are only an approximate estimate of the volumes expected.
- 5.2 As mentioned, the quantity mentioned in Annexure-V are only approximate estimate and shall not be a basis for any dispute with regard to the rate quoted by the tender/contractor or for the alteration of terms and condition. The nature and extent of the work is and shall remain subject to variation and adjustment depending upon the actual operational and commercial requirements.

Chief General Manager / SCR
Container Corporation of India Ltd.
Room No. 601 to 603, 6th floor, Navketan Complex
Secunderabad (TS)-500003

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

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

LETTER OF SUBMISSION OF TENDER

From:

To:

.....

M/s Container Corporation of India Ltd.,

**Name of Work: Operation and AMC of Substation and electrical installations of
CONCOR-DCT/NPL - Medak Dist. TS**

Dear Sirs,

Having examined the Tender Documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, related to the subject 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 Quantities 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 penalty to the CONCOR as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by all the Conditions stipulated in the subject Tender document. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within 30 days after notice that the contract has been awarded to me/us and to commence the work within seven days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to **Rs...../-** 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/SC/DCT-NPL/Ele. AMC Tender/2018-19** and all the documents listed in the 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 of Rs. _____
(Strike off whichever is not applicable.)

- a) By demand draft/ No.....Dated:.....2019
- b) drawn on Container Corporation of India Ltd., Bank _____
Branch _____ attached hereto.

SIGNATURE (S) OF THE TENDERER WITH STAMP

**Name & Designation of authorized person (s)
Signing the tender on behalf of the tenderer (s)**

Signature of Tenderer

Page 31 of 55

Signature of Accepting Authority

AGREEMENT FOR WORKS

Agreement No.

THIS AGREEMENT made this _____ day of _____ two thousand and between CONTAINER CORPORATION OF INDIA LIMITED, (CONCOR) Govt. of India Undertaking and a Company registered under Indian Companies act, 1956 having its registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi 110076 (which expression shall mean and include its successor or successors in office and assigns) representing through CHIEF GENERAL MANAGER, South Central Region hereinafter called "The Company" on the one part and M/s. _____ hereinafter called the "Contractor" (which expression shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works 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 the terms CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contractor for the provision and the execution of the said work at the rates stated in the schedule of quantities of work (hereinafter called the "Schedule of Rates") which is annexed. The contracted value works out to Rs. _____ (Rupees _____).

Reference (BID LOI and related correspondence)

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

1. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work for Two yearsw.e.f. as provided in the contract documents perform all other acts to be implied there from or may be reasonably necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.
2. In consideration of the due provision, execution, and completion of the said works the Company does hereby, agree with the contractor that the Company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

3.(a) If the power supply to the DCT/NPL is disturbed for more than 15 minutes on account of the failure of the Maintenance in routine/preventive maintenance of sub-station equipment, a damages of 0.5% of the respective BOQ items tendered will be recovered from the bills for further delay of every 10 minutes or part thereof subject to maximum of 10% of the tendered value per month.

(b) The works shall be executed as per condition laid down in the tender document. If the complaint is not attended within 24 hours of the receipt of the complaint, irrespective of

the fact that the complaint is made on Sunday/Holiday, a damages of Rs.100/- per complaint per day shall be recorded and from the contract bill as per liquidated damages.

3.1 Performance Security Deposit/Performance Security Deposit

- a) Contractor has submitted irrecoverable performance bank guarantee amounting 5% of contract value **Rs./- (Rupees only)**. (Annexure VI of bid document).
 - b) Performance Security Deposit shall be released after satisfactory completion of the work and maintenance period is over.
 - c) Wherever the contracts are rescinded, the Performance Security Deposit will be encashed and the balance work will got done separately,
 - d) The balance work will be done independently without risk and cost of the original contractor.
 - e) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other Partnership firm.
4. In consideration of the due provision, 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 service, 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.

SIGNED AND DELIVERED FOR AND ON BEHALF OF.....

IN THE PRESENCE OF

WITNESS:

1. _____

2. _____

Section-VII**ANNEXURE-III (A)****INVENTORY LIST OF YARD ACCESSORIES****Inventory List-A**

Sl.No	Equipments /Area	Quantity
1.	High Mast Towers & Tower lights	4
2.	Feeder Pillars for HMT welding sockets	12
3.	Transformer 160 KVA 11KV/.415 KV	1
4.	LT panels at substation 11 KV load break Switch/Group operated switch/MCCB, Switch fuse Units,etc.	1 set
5.	Panel for warehouse of 125 Amp	2
6.	Metering rooms	1
7.	Maintenance of cable pits	10
8.	Maintenance of 11 KV cables	200mts
9.	Maintenance of LT cable 1100V grade	2500mts
10.	Operating & Maintenance of lighting at warehouse	32
11.	Maintenance of Distribution boards at various locations in DCT	6
12.	Street lights with panels (2 pole lights)	4 sets
13.	Submersible motor 5HP	1
14.	Exhaust Fans	10
15.	DG Set 62.5 KVA Kirloskar	1

ANNEXURE-III (B)**INVENTORY LIST OF SUBSTATION EQUIPMENT**

S.No	Description of Installation	Sub-Station.1
1)	160 KVA, 11KV/415V Copper Wound , Outdoor type, Oil-cooled transformer	1 Nos
2)	Capacitor Bank Panels	
I	2x12.5xKVAR and 2x25KAR	1 set
3)	LT Panels	1 Nos
(i)	320 Amp 4 pole MCCB	1 Nos
(ii)	125 Amp 4 pole MCCB DG incomer	1 Nos
(iii)	200 Amp 4 pole MCCB	1 Nos
(iv)	100 Amp 4 pole MCCB	1 Nos
(v)	63/60 Amp 4 pole MCCB	6 Nos
(vi)	30/32 Amp MCCB	2 Nos
(vii)	11 kv GABG OPERATED Air break Switch of 200 Amps capacity	1 Nos

ANNEXURE-III (C)

INVENTORY LIST OF ELECTRICAL INSTALLATION/FITTINGS IN THE BUILDINGS OPERATING & MAINTENANCE OF ELECTRICAL INSTALLATION.

S.No	Description of items	Warehouse	Yard Lightning	Admin	Gate/Security
1	Doom light 150/75 Watt Sodium vapour lamp	32	10	0	2
2	MCB 63AMP TPN	8	18	7	1
3	MCB 40 AMP TPN	0	0	4	1
4	MCB 40 AMP DP	4	0	1	1
5	MCB 10Amp TPN	0	0	0	0
Feeder Pillars 9 Nos (Installed for feeding Supply to High Mast Towers, Street Lights etc.)					
a)	Distribution panel with accessories	4	0	1	1

ANNEXURE III (D)

List of Electrical Items/fittings to be maintained in office- DCT-Nagalapalli

S.No	Description of items to be maintained	Administrative building CONCOR	Warehouse	Substation	Security Cabin
1.	Tube fittings 2x40 Watt	0	0	0	0
2.	Tube fittings 1x40 Watt	6	0	0	2
3.	Power plug point 15amp	15	0	0	2
4.	Ceiling Fan	3	0	0	0
5.	5Amp switches	20	10	4	10
6.	5Amp plug points	20	10	4	10
7.	AC points	3	0	0	3
8.	Single pole MCB 6 to 32 Amp	12	24	0	12
9.	ELCB 40 Amp/63Amp	0	0	0	0
10.	Double pole 40Amp	4	2	2	2
11.	Fan point 5 Amp	7	0	2	2

Signature of Tenderer

Page 35 of 55

Signature of Accepting Authority

Maintenance/Monitoring checks.

**CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL
CONCOR-TECHNICAL-SUB-STATION**

WEEKLY MAINTENANCE OF H.T. BREAKER NO. _____

Sub-station

Rating _____

S.No. _____

1. Check all connections -
2. Check control unit -
3. Check protection circuit -
4. Check indication lamps -
5. Cleaning of breaker -

WEEKLY MAINTENANCE OF L.T. BREAKER NO. _____

1. Check all connections -
2. Check control unit -
3. Check protection circuit -
4. Check indication lamps -
5. Cleaning of breaker -

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

ANNEXURE-IV (B)

CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL

CONCOR-TECHNICAL-SUB-STATION

MONTHLY MAINTENANCE OF L.T. BREAKER NO. _____

Sub-station _____

Rating _____

S.No. _____

1. Check all connections -
2. Check all indication lamps -
3. Check control circuit -
4. Check protection circuit -
5. Check main contacts -
6. Check finger contacts -
7. Check closing/tripping circuit -
8. Check charging mechanism -
9. Check all bolt and nuts -
10. Check earthing system -
11. Cleaning of the breaker -
12. Oiling and greasing -

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

**CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL
CONCOR-TECHNICAL-SUB-STATION**

MONTHLY MAINTENANCE SCHEDULE FOR TRANSFORMER RATING

Sub-station _____

Rating _____

S.No. _____

- | | |
|------------------------------------------|---|
| 1. Check cable terminal connections | - |
| 2. Check oil level | - |
| 3. Check Silica gel condition | - |
| 4. Check for oil leaks | - |
| 5. Check foundation bolts | - |
| 6. Check any unusual sound | - |
| 7. Check explosion vent diaphragm | - |
| 8. Check Alarm/Trip circuits | - |
| 9. Check all measures instruments | - |
| 10. Check off Load Tap changer Mechanism | - |
| 11. Check off load Tap changer Mechanism | - |
| 12. Cleaning of transformer | - |

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

CONTAINER CORPORATION OF INDIA LIMITED
DCT/NPL

CONCOR-TECHNICAL-SUB-STATION

MONTHLY MAINTENANCE FOR H.T. PANEL SUB-STATION

Rating _____

S.No. _____

1. Check all cable connections -
 2. Check all internal fuses -
 3. Check all measuring instruments -
 4. Check all relays operation -
 5. Check all contactors operation -
 6. Check Isolators operating mechanism -
 7. Check panel earthing -
 8. Check all support insulators -
 9. Check all bolt and nuts -
 10. Cleaning of panels -
 11. Check P.T, and C.T.'S -
 12. Cleaning of P.T. and C.T.'S -
 13. Check panel Heaters -
 14. Check all indication lamps -
- Checked by: _____ Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL

CONCOR-TECHNICAL-SUB-STATION

MONTHLY MAINTENANCE FOR L.T. PANELS

S.No. _____	Sub-station _____	Rating _____
1. Check all cable connections	-	
2. Check all fuses	-	
3. Check all measuring instruments	-	
4. Check indication lamps	-	
5. Check Relays Operation	-	
6. Check Contactors Operation	-	
7. Check P.T, and C.T.'S	-	
8. Check all support insulators	-	
9. Check panel earthing	-	
10. Check all bolts and nuts	-	
11. Cleaning of panels	-	

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

ANNEXURE-IV (F)

**CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL**

CONCOR-TECHNICAL-SUB-STATION

WEEKLY MAINTENANACE SCHEDULE FOR TRANSFORMER

Sub-station _____

Rating _____

Sl.No. _____

S.No.	DESCRIPTION	REMARKS
1	Check all cable connections	
2	Check oil leaks	
3	Check oil level	
4	Check oil breather condition	
5	Check expansion vent diaphragm	
6	Check alarm/ trip circuits	
7	Cleaning of transformer	

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

**CONTAINER CORPORATION OF INDIA LIMITED
DCT/NPL**

CONCOR-TECHNICAL-SUB-STATION**WEEKLY MAINTENANACE OF BATTERY CHARGER PANEL**

Sub-station _____

Rating _____

S.No. _____

- | | |
|---------------------------------------|---|
| 1. Check all cable connections | - |
| 2. Check all fuses | - |
| 3. Check all indications | - |
| 4. Check charging circuit | - |
| 5. Check inter links of Batteries | - |
| 6. Check solution level of Batteries | - |
| 7. Check all Sp. Gravity of Batteries | - |

S. No.	Sp. Gravity	Solution Level	Description of works
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Charging Voltage: _____ Charging Current: _____

Checked by: _____

Inspected by: _____ date: _____

Sign of CONCOR Staff: _____

ANNEXURE-IV (H)

CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL

CONCOR-TECHNICAL-SUB-STATION

YEARLY MAINTENANCE FOR SUB STATION, ELECTRICAL INSTALLATIONS

Sub-station _____
Rating _____

S.No. _____

1. Perform all monthly maintenance schedules.
2. Testing and calibration of all relays should be done as per IS 3842 through OEM authorized service engineer and submit the report to Tech representative of CONCOR.
3. Overhauling of all breaker for the gas and other parameters sustainability.
4. Filtration of transformer oil of all transformers confirming to IS 1866.
5. Transformer maintenance should be carried out as per IS-10028 and IS-2026
6. Maintenance of all earth pits and checks and maintain value to all earthing by one ohm confirming to IS 3043.
7. Checking of all thimbles of all LT and HT cables for proper crimping. Meggering of all LT/HT cables and value should be maintained as per IS standard.
8. Checking of all insulators and their connections for proper tightening and cleaning.
9. Cleaning of all electrical installations.
10. Overhauling of all capacitor banks and maintain the power factor above 0.92

Checked by: _____

Inspected by: _____

Date: _____

CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL

CONCOR-TECHNICAL-SUB-STATION

WEEKLY MAINTENANACE FOR L.T. PANELS

Sub-station _____
Rating _____
S.No. _____

- 1. Check all fuses -
- 2. Check all measuring instruments -
- 3. Check indication lamps -
- 4. Check Relays Operation -
- 5. Check & tighten control wire connection -

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL
CONCOR-TECHNICAL-SUB-STATION
WEEKLY MAINTENANACE FOR H.T. PANELS

S.No. _____	Sub-station _____	Rating _____
1. Check all internal fuses	-	
2. Check all measuring instruments	-	
3. Check Relays Operation	-	
4. Cleaning of panels	-	
5. Check all indication lamps	-	
6. Check level of SF6	-	

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

CONTAINER CORPORATION OF INDIA LIMITED

DCT-NPL

CONCOR-TECHNICAL-SUB-STATION

WEEKLY CHECK FOR HIGH MAST TOWERS

S.No. _____ Tower Location _____

- 1. Check of all MCB in panel and high mast -
- 2. Check of Timer Panels -
- 3. Cleaning of panels -
- 4. Check all indication lamps -
- 11. Check of all loose connections in the panel and rectification of the same -

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

DCT-NPL
CONCOR-TECHNICAL-SUB-STATION

Quarterly Maintenance of High Mast

S.No. _____ Tower Location _____

- | | |
|--------------------------------------------------------------------------------------------------------------|---|
| 1. Check of all MCB in panel and high mast | - |
| 2. Checking of all flood light fittings
Including accessories and replacement of
Defective accessories | - |
| 3. Cleaning of panels | - |
| 4. Cleaning of flood lights | - |
| 5. Removal of birds nest | - |
| 12. Checking of power tool mechanism for
Its operation. | - |
| 13. Rasing and lowering of lantern carriage | - |
| 14. Lubrication of the vinch assembly and wire ropes | - |
| 15. Checking of loose connection of all flood light
fittings | - |
| 16. Check of all loose connections in the panel
and rectification of the same | - |

Checked by: _____

Inspected by: _____

Date: _____

Sign of CONCOR Staff: _____

CONTAINER CORPORATION OF INDIA LIMITED
DCT-NPL

CONCOR-TECHNICAL-SUB-STATION

MONTHLY MAINTENANCE OF H.T. BREAKER NO. _____

Sub-station _____

Rating _____

S.No. _____

1. Check all connections -
2. Check all indication lamps -
3. Check control unit -
4. Check protection control -
5. Check line contacts -
6. Check line support Insulators -
7. Check closing/tripping circuit -
8. Check spring charging system -
9. Check limit switch -
10. Check all bolt and nuts -
11. Check earthing system -
12. Cleaning of the breaker -
13. Oiling and greasing -
14. Check inter-lock system -
15. Check pressure of SF-6 -

Checked by: _____

Inspected by: _____

Date: _____

Sign of Concor Staff: _____

CONTAINER CORPORATION OF INDIA LIMITED

PRE-REPAIR/REPLACEMENT FORM

To,

Date

:

The Terminal Manager/Chief Manager,
DCT/NPL
CONCOR,

Respected sir,

The following items are proposed to be repaired/replaced (Item rate as per Annexure VI BOQ)

S.No	Description of Item/Damage	Quantity/Make	Rate per Unit/repair estimate	Total	Remarks by CONCOR staff
1	Item 1....				
2	Item 2....				
3	Item 3....				
	Checked By	Checked by			
	Technical Executive (CONCOR)	Supervisor Administration/Yard/Warehouse (CONCOR)			

Thanking You,

(Signature & Seal of AMC Electrical Contractor)

NOTE: The above filled pre-repair form to be submitted to CONCOR technical executive/Supervisor(Administration/Yard/Warehouse). After being duly vetted by the said CONCOR staff it is to be presented further to Terminal Head/Chief Manager.

CONTAINER CORPORATION OF INDIA LIMITED

POST-REPAIR/REPLACEMENT FORM

To,
The Terminal Manager/Chief Manager,
DCT/NPL,
CONCOR,

Date :

Respected sir,

The following items have been repaired/replaced (Item rate as per Annexure VI BOQ)

S.No	Description of Item/Damage	Quantity/Make	Rate per Unit/repair estimate	Total	Remarks by CONCOR staff
1	Item 1....				
2	Item 2....				
3	Item 3....				
	Checked By Technical Executive (CONCOR)	Checked by Supervisor Administration/Yard/Warehouse (CONCOR)			

Thanking You,

(Signature & Seal of AMC Electrical Contractor)

NOTE: The above filled post-repair form to be submitted to CONCOR technical executive/Supervisor(Administration/Yard/Warehouse). After being duly vetted by the said CONCOR staff it is to be presented further to Terminal Head/Chief Manager.

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

To

The CHIEF GENERAL MANAGER,
Container Corporation of India Limited,
South Central Region,
601-603, 6th Floor,
Navketan Building, Opp: clock tower,
S.D. Road, Secunderabad – 500009.

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/CPPPs 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.

PERFORMANCE SECURITY FORM

(To be stamped in accordance with the Stamp Act, if any, of the Country of the Issuing Bank)

WHEREAS..... (Name of contractor) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated..... For Services pertaining "Operation and AMC of Sub-Station and Electrical installations of Domestic Container Terminal , Nagalapalli (DCT/NPL)- Medak Dist TS". (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the contractor, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature

Name

Designation with Bank's Stamp

Witness:

Signature :
Name :

Date :
Address
.....

Official Address :

Note: The stamp paper of appropriate value shall be purchased in the name of Issuing Bank.

BILL OF QUANTITIES

Section-X,

Instruction for filling of Bill of Quantities

1. BOQ consists of Schedule-A,
2. Tenderers are required to quote rates as well as amount against each item of Non Schedules items. Rates quoted against each non-schedule items shall be for complete item of work.
3. Summary sheet of the work is also enclosed and should be filled and signed.
4. Where rate/percentage rate is asked for, tenderer should quote in figures as well as words and when there is ambiguity between words and figures, words will prevail. When there is ambiguity in rates & amount, the rate will prevail. Tenderer may note that non-compliance of above may lead to rejection of their tender.

GST applicable will be reimbursed on proof of documents evidence. The rates quoted shall not include GST.

SUMMARY SHEET FOR SCHEDULE OF RATES

Name of work: Operation and AMC of Sub-Station and Electrical installations of Domestic Container Terminal , Nagalapalli (DCT/NPL)- Medak Dist TS.

(i) Total of Schedule 'A' : Rs.....

(ii) Rebate if any @ : Rs.....

(iii) Reasons of rebate, if any:

(vi) Net Cost (in figures) (i) - (iii) : Rs.....

(in words) (.....

.....)

Name of Tenderer
(with address) :

Details of EMD Amount :

DD No :

Date :

Name of Bank :

BOQ for Operation and AMC of Sub-Station and Electrical installations of Domestic Container Terminal , Nagalapalli (DCT/NPL)- Medak Dist TS.

Sl. No	Description	Qty/ Period	Rate per Month in Rs.		Total Amount for 24 months in Rs.	
			Rate in Figures	Rates in Words	Amount in Figures	Amount in Words
1	Preventive, Routine and breakdown Maintenance and operating of Sub-station equipment for equipment installed in the sub station at DCT Nagalapalli including Transformer and the HT & LT Panel boards as given in III-B. the yearly service of the HT/LT breaker is to be done through the authorized service provider of the OEM	24 months				
2	Running & Operation of Generator including filling of diesel and routine external cleaning 1X62.5 KVA-Cummins-1 no. the periodical service of the generators is to be done through the authorized service provider of the OEM	24 months				
3	Routine preventive & breakdown maintenance of 04 nos High Mast towers/flood lights, tower lights along with its control panels including labour charges for switching on of lights & replacement of defective items including that of flood lights,/tower lights as per the maintenance schedule	24 months				
4	Operation & Maintenance for electrical installations as per the number of items in Annexure-III at Warehouses, Admin building, New Admin Building, New Gate Complex, DCT building, CCTV Power equipments, & ancillary buildings as per Annexure III including routine cleaning of all electrical fixtures and the rate quoted should include labour charges for replacement of defective items	24 months				
5	Operation, Routine preventive and breakdown maintenance of Street lights along with its control panels including labour charges switching on/off lights and replacement of defective items	24 months				
	Total of Schedule “A”					

Note:- 1) the above rate is for providing the services and excluding cost of the spares and excluding GST and inclusive of all other taxes levies.

2) the bidder may quote the rates in the above schedule after a careful reading, understanding the inventory items mentioned in the relevant Annexures.

Signature of Tenderer

Signature of Accepting Authority