

CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Think Container, Think CONCOR



**OPEN TENDER FOR LEASING OUT OF AROUND
1,000 SQM WAREHOUSING SPACE AT
CONCOR-MIRAJ PREMISES ON MONTHLY
RENTAL BASIS FOR A PERIOD OF 1(one) YEAR**

Tender reference no. CON/WR/MIRAJ WAREHOUSE/LEASE/12 /2020

TENDER DOCUMENT PRICE: RS 1000/- + (GST@12%) i.e. Rs.1,120/-

Tender reference no. CON/WR/MIRAJ WAREHOUSE/LEASE/12 /2020

TENDER FOR LEASING OUT OF AROUND 1,000 SQM WAREHOUSING SPACE AT CONCOR-MIRAJ PREMISES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 1 YEAR

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

4. DATE OF SALE OF TENDER DOCUMENTS : **FROM 19/03/2020 TO 08/04/2020**
5. DATE & TIME FOR SUBMISSION OF TENDER : **09/04/2020 up to 1500 hrs.**
6. TENDER WILL BE OPENED ON/AT : **09/04/2020 at 1530 hrs.**
ADDRESS FOR SUBMISSION AND OPENING : **Container Corporation of India Ltd,
5th floor, New Administrative Building,
Central Railway, D.N. Road, Fort,
Mumbai- 400001.**

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

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

Tender Letter

Tender Ref No.:-CON/WR/MIRAJ WAREHOUSE/LEASE/12/2020

Dear Sir,

SUB: LEASING OUT OF AROUND 1,000 SQM WAREHOUSING SPACE AT CONCOR MIRAJ PREMISES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 1 YEAR

With reference to above, Sealed Tenders are invited in single bid (envelop) from interested parties for leasing out of warehouse space at CONCOR-Miraj premises for a period of one year. The agency may note the following.

1. Tender form should be filled in neatly, legibly and carefully.
2. The offer should be submitted in single envelope. The bidder shall also return this tender document duly signed and stamped along with its offer in the enclosed format as per "Annexure-II". The offer shall reach us on or before 1500 hrs of 09/04/2020. The tenders will be opened on the same day i.e. on 09/04/2020 at 1530 hrs.

The tender form complete in all respects should be placed in a sealed envelope super scribing "**RATE FOR LEASING AROUND 1000 SQ. MTRS. WAREHOUSE SPACE AT CONCOR –MIRAJ ON MONTHLY RENTAL BASIS**". The tenders duly completed must reach the designated office of **CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5th FLOOR, NEW ADMINISTRATIVE BUILDING, CST, C.RAILWAY, D.N.ROAD, MUMBAI -400001**. up to **1500 hrs on or before 09/04/2020**. The responsibility to ensure reaching of the completed tender forms at the above address shall be that of the tenderer. The Envelopes containing tender form duly signed and stamped on each page and the bids as provided in Annexure - II will be opened on the same day at 1530 **hours**. Any offer received after 1530 **hrs**. will be considered to be a delayed/late tender. CONCOR reserves the right to reject such tenders. The bid will be evaluated as per the criteria laid down by CONCOR to determine the suitability of the tenderers.

3. Conditional Tender will not be accepted and will be rejected out-right.
4. CONCOR reserves the right to:
 - Accept or reject any or all of the Tenders, without assigning any reasons.
 - To extend the date of submission of the Tender, and to amend the terms and conditions before award of the contract.
5. Each Tender form must be accompanied with a Demand Draft for **Rs.21,000/- (Twenty One Thousand only)** in favour of Container Corporation of India Ltd. payable at Mumbai as **Earnest Money Deposit (EMD)**. No Tender will be accepted or considered without the remittance of earnest money. The EMD of all the bidders will be refunded on award of contract to the successful bidder. No interest is payable on the EMD under any circumstances.

6. **Eligibility Criteria:-**

- The agency should be in the field of manufacturing or trading or clearing or forwarding agent or transporter or in logistics field for a period of last two immediate financial years prior to the last date of submission of the bid for this tender i.e., 2017-18 & 2018-19. The agency shall produce some documentary proof of having carried out such a business in last two financial years.
- Each Tender form must be accompanied with a Demand Draft for **Rs.21,000/- (Twenty One Thousand only)** in favour of Container Corporation of India Ltd. payable at Mumbai as **Earnest Money Deposit**. No Tender will be accepted or considered without the remittance of earnest money.
- Documents to be submitted by bidder – Attested copy of Registration Certificate (any of the following)
 - (i) Under Shops & Establishment act, in case of proprietary firm
 - (ii) Under Partnership act, attested copy of partnership deed duly signed by all partners in case of partnership firm.
 - (iii) Under Company act, attested copy of AOA/MOA in case of company.
- Tender must be accompanied by the following documents -
Copy of PAN number.
Copy of GSTN number

Note: - All MSEs registered under the following authority will be regulated as below:

Such MSEs registered agencies mentioned below and who have valid certificate of registration under MSE, will be benefited according to the prescribed guideline as issued by Govt. of India under this Act.

(i) District Industries Centers (ii) Khadi and Village industries Commission (iii) khadi and village Industries Board (iv) Coir Board (v) National Small Industries Corporation (vi) Directorate of Handicraft and Handloom (vii) Udyog aadhar (viii) Any other body specified by Ministry of MSME.

All the pages of the tender document should be duly signed & stamped on each page by agency.

7. **Financial Bid**

Financial Bid in the prescribed form as per "**Annexure-II**" of tender document. The rates must be filled in both words and figures in "**Annexure-II**" duly signed & stamped by agency.

8. **Validity of offer**

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **90 days** of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept Letter of Intent (LOI) or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR, and CONCOR can take recourse to other legal remedies in terms of the contract.

9. **The Agency may note the following.**

- i. If any of the conditions of Tender are not fulfilled, such Tender will be summarily rejected out right and objections raised in this regard will neither be entertained nor tenable at law being pre-conditions.
- ii. The CONCOR reserves the right to accept any Tender form among the Tenders received or to reject any or all the Tenders so received without assigning any reason thereof.

iii. Necessary Licenses or other government approval required to store the cargo must be available with the successful bidder immediately prior to commencement of the lease.

10. **SECURITY DEPOSIT & EXECUTION OF AGREEMENT:**

The successful agency shall be required to submit a **Security Deposit equal to 1(one) month's license fee**, by way of Demand Draft (DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Mumbai **or** in the form of a Bank guarantee from a scheduled Bank in the format given in **ANNEXURE-III** with validity of 13 months from the date of commencement of Contract and **execute an agreement** with CONCOR on a non-judicial STAMP PAPER of Rs. 100/- value as per SPECIMEN DRAFT in **Annexure-I** of this document **within 10 days of award of contract** (i.e., from date of issue of LOI). The security deposit or BG will be refunded/returned within 1 (one) month of the completion of the Lease period or extended period, on obtaining „No Dues Certificate" from the Terminal Manager. No interest is payable on the security deposit under any circumstances.

In case, the successful bidder fails to submit the Security Deposit or fails execute the agreement within the stipulated time or declines/ backs out /rescinds from his offer, CONCOR reserves the right to forfeit the EMD amount of Rs.21,000/- and take such other action as it deems fit. In case of unforeseen circumstances, Chief General Manager, CONCOR/Western Region, may condone the delay and extend the period of submission of the security deposit and execution of the agreement by maximum 10 days, upon specific request of the successful bidder in writing with due explanation of the reasons for delay.

11. The successful Agency will be allotted the warehouse space to commence their operation and will be handed over the vacant possession of the premises after screening the Tenders/offers by a nominated committee. The selected agency will have to pay License fees in the manner prescribed in para-3 of the agreement in ANNEXURE-I.

12. For any further enquires, information or details, please contact the Terminal Manager, Container Corporation of India Ltd, ICD-Chinchwad, Pune either on phone or in person during the office hours on working days.

13. **Terms and conditions Governing the Contract:**

i. Duration of Allotment of warehouse space:

The allotment of Total Warehouse Space of around 1,000 SQM shall be effective from the date of possession or within 10 days of award of contract (Letter of Intent) whichever is earlier as per the terms given hereunder:

ii. **EXIT Clause:** For termination of this allotment space at any stage during the period of allotment, **the Lessee/Licensee will be required to give 02 (two) month's notice.** (The Lessee/Licensee shall be responsible for any damage to the CONCOR property during the period of allotment.

iii. The Lessee/Licensee shall pay the monthly rental, as given at Para-1 above, in advance **before 10th of every month**. In the event of failure to pay the monthly rent and other charges within the stipulated date an interest @18% per annum will be charged beginning from the 1st day of the month to which Lessee/Licensee fee pertains without prejudice to the other rights of CONCOR. In addition, the Lessee/Licensee shall also pay the electricity charges, water charges as fixed by CONCOR if applicable and maintenance charges if any, within 7 days from submission of the Bills, taxes will be payable extra as applicable.

The GST, as applicable, will be additionally paid by the Lessee/Licensee.

iv. The Lessee/Licensee will employ adequate number of staff in order to maintain efficiency to the standard desired by CONCOR and the customers. All persons engaged by the Lessee/Licensee shall be treated as their own employees and they will claim no privilege from CONCOR. The Lessee/Licensee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour. The Lessee/Licensee shall discharge from his/their service an employee who shall in the opinion of CONCOR misconducts or is in way unfit or unsuitable for the purpose of the business to be carried on in the said premises.

- v. The Lessee/Licensee will be responsible for the regular maintenance and cleanliness of area allocated.
- vi. The warehousing services shall be opened during office hours on all working days the working hours that will be specified by CONCOR. The service will remain closed on Sunday and other holidays unless specifically desired otherwise by CONCOR. In case the service is to be opened on holidays and kept open beyond office hours, CONCOR has the option to specifically direct the Lessee/Licensee to do so.
- vii. The Lessee/Licensee shall at its own cost effect, as required as per Act, take necessary insurance in respect of the staff and other personnel or person to be deployed or engaged at the warehouse in connection with their activities and shall comply with the provisions of all relevant **Acts/Laws such as** Establishment Act of Contract Labour, Employees state Insurance Act, Workmen's compensation Act, Payment of wages Act, the Employee Provident Fund Act and Family Pension Act 1952, the Payment of Bonus Act if applicable, Provision of employment of children act of 1938, Hours of Employment regulations and any other rules, Regulation and / or statues that may be applicable to them now or that may be introduced by the Government, State Administration or Municipal authorities subsequent to the date of this agreement. The Lessee/Licensee shall keep CONCOR indemnified from all acts of **commission**, default, breaches and / or any claims, demands, loss, injury and expenses to which CONCOR may be put to or involved as a result of Lessee/Licensee's failure to fulfil any of the obligations hereunder and / or under statues and / or any bye-laws or rules framed there under or any of them. CONCOR shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the security deposit of the Lessee/Licensee without prejudice to its any other rights under the law.
- viii. The Lessee/Licensee will have to furnish a statement showing the names and wages of all the employees engaged and working in warehouse. Any addition/deletion must be communicated to CONCOR.
- The Lessee/Licensee shall not in any capacity employ any person(s) of bad character or any person(s) whose antecedents have not been investigated by the police authorities and shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, father's name address and the place at which employed. The expenses for such verification are to be borne by the Lessee/Licensee. The Lessee/Licensee shall not in any capacity employ any illiterate persons in the allotted space to him.
- ix. CONCOR will provide the warehouse space available at Miraj. CONCOR will not provide labour and other handling equipment etc and same has to be organized by the party as per the terms & conditions of labour laws & regulations from time to time.
- x. Being an lease operator in CONCOR premises, CONCOR would also expect the successful bidder to follow all applicable Government norms in terms of safety/security & labour compliances and other statutory compliances required under warehousing operation in the area.
- xi. CONCOR shall have the right to search the Lessee/Licensee's employees or cargo at any time while going out of the warehouse/office premises and there shall be no grievance expressed / felt on this account either by Lessee/Licensee or his employees. The Lessee/Licensee will issue ID cards to their staff / workers in the format approved by CONCOR. Entry of employees into the warehouse/office premises at Miraj will be on the basis of the identity cards only.
- xii. CONCOR shall authorize its official to inspect and oversee functioning of services with a view to ensure efficient services. In case there are repeated failures or lacuna noticed due to failure of Lessee/Licensee, the authorized CONCOR official can impose a fine up to Rs. 1000/- at one time to be paid immediately by the Lessee/Licensee. The Lessee/Licensee will ensure that hazardous or inflammable or any other intoxicating / **radioactive** material are not stored in and around the warehouse space.
- xiii. **The Lessee/Licensee will deposit with CONCOR a Security Deposit equal to 1(one) month's license fee for 1000 sq.mtr. of space allotted as per Para-1 above, by way of Demand Draft**

(DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Mumbai or in the form of a Bank guarantee from a scheduled Bank in the format given in ANNEXURE-III with validity of 13 months from the date of commencement of Contract. The security deposit or BG will be refunded/returned within 1 (one) month of the completion of the Lease period or extended period of lease, on obtaining "No Dues Certificate" from the Terminal Manager/Incharge of Miraj or Pune, Chinchwad. No interest is payable on the security deposit under any circumstances.

- xiv. The Lessee/Licensee shall not sublet or assign the allotted space or use the space provided for running the services for purposes other than of interest of CONCOR business and shall not allow anybody to reside in the allotted space and shall not use the same or part of it for stocking or keeping articles other than those needed for intended use.
- xv. The Lessee/Licensee shall be responsible for all damages or losses to CONCOR property by the Lessee/Licensee or his staff and shall be liable to make good any such loss or damage immediately. Amounts claimed by CONCOR for such damages / or losses shall be paid by the Lessee/Licensee immediately on demand.
- xvi. CONCOR will not be **in** any way be responsible for any loss or damage accruing to any goods, stores or articles that **may** be kept by the Lessee/Licensee in the allotted space.
- xvii. That the possession and control of warehouse allotted space shall be that of the CONCOR throughout and it is clearly understood that the Lessee/Licensee shall not have any right to exclusive possession of the allotted space at any time.
- xviii. **CONCOR reserves the right to off-lease any required space/area in part or in full from the leased area by giving one-month notice without assigning any reason thereof.** The Lessee/Licensee shall vacate the allotted space peacefully if desired by CONCOR and shall hand over the same to the authorized officer of CONCOR.
- xix. The Lessee/Licensee shall, at their own cost, take insurance cover for the cargo stored at Miraj Warehouse for the above lease period.
- xx The Lessee/Licensee must have their own Security arrangements for the cargo stored in the warehouse.
- xxi. Other utility charges if applicable like Electricity and water shall be payable by the Lessee/Licensee as per actual or as fixed by CONCOR and as per bills raised by CONCOR within 7 days from submission of bills. Further, repairs and maintenance charges if any shall also be recovered by Lessee/Licensee at actuals.
- xxii. Only non-hazardous cargo shall be stored in the warehouse.
- xxiii. In case of any dispute, **arising or occurring in respect of this deed** the matter shall be referred to the **Chief General Manager, CONCOR-Western Region** and his decision will be final and binding on the Lessee/Licensee.

For Container corporation of India Ltd.

Chief General Manager/WR

ANNEXURE - I

**(TO BE EXECUTED BY THE SUCCESSFUL BIDDER ON AWARD OF LEASE ON NON-JUDICIAL
STAMP PAPER OF Rs.100/-)**

Contract Agreement No. _____

Dated _____

**Agreement for leasing of around 1, 000 SQM Warehouse space for
one year at Miraj**

This Agreement is made on the _____ Day of _____ 2020 between M/s Container Corporation of India Ltd., Regd. Office:- C-3, Mathura road, Opp. Apollo Hospital, New Delhi – as Chief Executive and Administration of the Container Corporation of India Ltd., (Govt. of India Undertaking) represented by the Chief General Manager, Container Corporation of India Ltd., Mumbai therein called (CONCOR) of the one part _____ and _____ M/s.

(hereinafter called **the Lessee/Licensee** which expression shall be deemed to include his/their respective heirs, executor, administrators, legal representative successor and assignee) on the part for the purpose of taking possession of warehouse at Miraj on monthly rental basis on the following terms and conditions.

1. Final accepted rate of contract

Sr. No.	Warehouse Space	Period of Allotment	*Rate per Sq. Mtr. per Month (Rs.)	*Monthly Rental (Rs.)
A	Around 1,000 Sq. Mtrs.		Rs.	Rs.

*GST Tax will be collected extra as applicable.

- The Lessee/Licensee will deposit with CONCOR a Security Deposit equal to 1(one) month's license fee for 1000 sq.mtr. of space allotted as per Para-1 above, by way of Demand Draft (DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Mumbai or in the form of a Bank guarantee from a scheduled Bank in the format given in ANNEXURE-III with validity of 13 months from the date of commencement of Contract. The security deposit or BG will be refunded/returned within 1 (one) month of the completion of the Lease period or extended period of lease, on obtaining "No Dues Certificate" from the Terminal Manager/Incharge of Miraj or Pune,Chinchwad. No interest is payable on the security deposit under any circumstances.**
- In case of any dispute, **arising or occurring in respect of this deed** the matter shall be referred to the **Chief General Manager, CONCOR-Western Region** and his decision will be final and binding on the Lessee/Licensee.
- All the terms and conditions of Tender document no. CON/WR/MIRAJ WAREHOUSE/LEASE/12 /2020 will be binding on the Lessee/Licensee throughout contract period.**

ALL THE TERMS AND CONDITIONS MENTIONED ABOVE INCLUDING RATES HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

NAME : _____

DESIGNATION : _____

FOR AND ON BEHALF OF : _____

ADDRESS : _____

PIN CODE _____.

TELEPHONE NOS. : _____

FAX/TELEX NOS. : _____

(Name & Signature of Lessee/Licensee with stamp.)

SIGNED IN PRESENCE OF WITNESS:

- 1.
- 2.

Signed on behalf of Container Corporation of India Ltd.

Chief General Manager /W.Region/Mumbai

SIGNED IN PRESENCE OF WITNESS:

- 1.
- 2.

ANNEXURE - II

Schedule of Rates

(Pl. quote your offer on the letter head of the company)

CON/WR/MIRAJ WAREHOUSE/LEASE/12/2020/

Date: / /2020

The Chief General Manager,
Container Corporation of India Ltd.
Mumbai

Dear Sir,

SUB:- OFFER FOR LEASING IN 1000 SQ.MTS WAREHOUSE SPACE AT CONCOR, MIRAJ ON RENTAL BASIS

With reference to your tender No-----dated-----, we quote our **License Fees per month** as under:

Total Area (In Square Meter)	Duration of Lease	MAXIMUM OFFER PRICE. Rate per sq.mtr. per month. Both in figures & words (In Rs.)
1000 Sq. Mtrs.	One Year	

Note:

- GST is payable extra by the Licensee extra at applicable rate.
- Electricity and water charges if applicable are payable by the Licensee extra as per Tender Terms.
- Repairs and maintenance charges if any shall also be recovered from lessee/licensee at actuals.

Tender document duly signed by us as token of our acceptance of terms & conditions.

Yours faithfully.

Name, Signature & seal of the Agency

ANNEXURE – III
(FORMAT OF BANK GAURANTEE)
BANK GUARANTEE BOND

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, Western Region, having its registered office at - C-3, Mathura Road, Opp. Apollo Hospital, New Delhi, having agreed to permit M/s. _____ (hereinafter called the said Contractor) for the purpose of taking possession of warehouse at Miraj on monthly rental basis on the terms and conditions of the agreement for/on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____

Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damages caused to or suffered or would be caused to or suffered by the Container Corporation of India Ltd., by reason of any failure of the Contractor to use warehouse in contravention of the terms and conditions in the said agreement.

2. We _____ Bank, do hereby undertake the promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor/Licensee of warehouse to perform the said operations safely without damaging cargo / containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. _____ only.
(Rupees _____ only).

- 3.1. We _____ Bank, further agree that guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

- 3.2 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the date of the expiry of 3 month's from the expiry of the contract(whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of expiry of aforesaid contract.

3.3 Provided that we _____ Bank unconditionally

undertake to renew this guarantee or to extend the period of guarantee from year to year within 2 (Two) months before the expiry of the period or the extended period of the guarantee, as the case may be, on being called upon to do so by the Container Corporation of India Ltd. If the guarantee is not renewed or the period extended, on demand, we _____ Bank shall pay the Container

Corporation of India Ltd., the full amount of the guarantee on demand and without demur.

4. We _____ Bank, further agree with the

Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said contract and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contract or for any bearance, Act or Commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5) This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.

6) We _____ Bank lastly undertakes not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE