

SECTION – I

**CONTAINER CORPORATION OF INDIA LTD.
(A Government of India Undertaking)
NSIC, MDBP BUILDING, 3rd FLOOR,
OKHLA INDUSTRIA ESTATE,
OPPOSITE NSIC OKHLA METRO STATION
NEW DELHI-110020**

Open Tender Notice (e-Tendering mode only)

1) Online Open E-bids are invited through Two packet Open tendering system from the established manufacturer or an authorized agent of an established manufacturer fulfilling the Qualification Criteria detailed in Clause 2.0 Section-II for the SUPPLY OF INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/ AUTOMATIC AT Various terminals of CONCOR for double stack/double decker container train strictly as per RDSO specifications given in **Section III**. The complete bid document can only be downloaded from the website (www.tenderwizard.com/CCIL) during the tender sale period and the intending bidders should submit the document sale price of ₹ 1000.00 inclusive of all taxes and duties through e-payment at the time of making online request

SN	Bid Reference	Tender No. CON/A-II/T/ITL/2022 Dated 17.08.2022																					
1	Tendered Quantity	The quantity to be supplied by the bidders <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>S.N.</th> <th>Site</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>MDCC</td> <td>898 Nos.</td> </tr> <tr> <td>2</td> <td>PPSP</td> <td>8853 Nos</td> </tr> <tr> <td>3</td> <td>CPFS</td> <td>26 Nos.</td> </tr> <tr> <td>4</td> <td>ICDK</td> <td>220 nos</td> </tr> <tr> <td>5</td> <td>CMLK</td> <td>470 No.</td> </tr> <tr> <td></td> <td>Total</td> <td>10467 Nos</td> </tr> </tbody> </table>	S.N.	Site	Quantity	1	MDCC	898 Nos.	2	PPSP	8853 Nos	3	CPFS	26 Nos.	4	ICDK	220 nos	5	CMLK	470 No.		Total	10467 Nos
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5	CMLK	470 No.																					
	Total	10467 Nos																					
2	Estimated cost	1,84,77,186/- (Inclusive of GST)																					
3	Earnest Money Deposit	₹- 3,69,545 (As per para 3.1 of Section-II of the tender document.)																					
4	Cost of Document	₹ 1,000 through online payment gateway to CONCOR.																					
5	Tender processing fee (Non-refundable)	₹ 4720/- inclusive of GST through online payment gateway to CONCOR.																					
6	Period of Tender Sale (online)	From 17.08.2022 after 11:00 hrs to 07.09.2022 up to 13:00 hrs																					
7	Last date and time of Submission of Bid	07.09.2022 up to 18:00 hrs																					
8	Date and time of opening of Bid	On 08.09.2022 at 12:00 hrs																					
9	Place of Opening	Office of GROUP GENERAL MANAGER/Area-II Container Corporation of India, NSIC, MDBP Building ,3rd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020																					

Stamp of bidder

Signature of bidder

10	Communication Address	Office of GROUP GENERAL MANAGER/Area-II Container Corporation of India, NSIC, MDBP Building, 3 Floor, Okhla Industrial Estate, Opp.NSIC Okhla Me Station, New Delhi-110020
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- 2) All bids must be submitted through e-tendering mode only through the website www.tenderwizard.com/CCIL. No other mode is acceptable and will be summarily rejected if the bids are received through any other mode.

This tender notice is also available on the web site www.concorindia.co.in and website of Central Public Procurement Portal (<http://eprocure.gov.in>). The bid document can also be downloaded from the website (www.tenderwizard.com/CCIL). However, the intending bidders should submit the document sale price of Rs. 1000.00 & tender processing fee of Rs.4720 Inclusive of GST @18% (as mentioned at point No.4 of Clause 1 of Section-I), through e-payment at the time of making online request.

- 3) To participate in the e-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charge of Rs. 1500/- Inclusive of 18% GST to M/s ITI Ltd through e-payment at time of downloading / submission of bid.
- 4) EMD as per Clause 3.0 of Section-II.
- 5) The detailed tender document can be viewed from the website www.tenderwizard.com/CCIL).
- 6) Prospective Bidders should also visit CONCOR website www.concorindia.co.in and website www.tenderwizard.com/CCIL for addendum/corrigendum, if any, till the time of opening of the bid. Newspaper press advertisement shall not be issued for same. CONCOR shall not be responsible for any printing error in the downloaded tender document.
- 7) Bidders submitting their offers as MSE, registered for the item tendered, shall be exempt from the payment of sale price of tender document fee, if they submit the current and valid registration certificate (**Refer clause 3.2, Section II**) for the tendered item.
- 8) For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/CCIL, please contact at www.tenderwizard.com and helpdesk no. 080-45811365/ 91-8800378607 or email: saurabh.k@etenderwizard.com / twregdelhi@etenderwizard.com

- 9) Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/difficulty/in-accessibility of downloading for any reason whatsoever.
- 10) Any clarification on bid documents can be sought in writing and should reach this office 7 days before the scheduled date of opening of tenders as per **clause 11.3 of Section-II**.
- 11) All the bids received shall be opened on the date and time mentioned in the Tender Notice. Financial Bid' of technically qualified bidders shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

The sequence of opening shall be as follows:

1stStage: -

Earnest Money Deposit (EMD)

Technical Bid

2ndStage: -

Financial Bid (of Stage-1 qualified bidders)

- 12) In terms of orders for Public Procurement (Preference to Make in India), the detailed procedure for preference to make in India is specified in Clause 24.0 of Section II of the Tender Document.

Note:

- (i) The purchaser reserves the right to increase/decrease the tender quantity or even discharge the tender without assigning any reason.

**GROUP GENERAL MANAGER/Area-II
Container Corporation of India,
NSIC, MDBP Building,
3rd Floor, Okhla Industrial Estate,
Opp. NSIC Okhla Metro Station, New Delhi-110020**

GENERAL INSTRUCTIONS TO BIDDERS**1.0 GENERAL INSTRUCTIONS**

- 1.1 Container Corporation of India Ltd. (A Government of India Undertaking), NSIC, MDBP Building, 3rd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020, INDIA (hereinafter referred to as “CONCOR”) invites “e-tender for the SUPPLY OF INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/AUTOMATIC AT Various terminals of CONCOR for double stack/double decker container train strictly as per RDSO specifications given in **Section III**, in accordance with the delivery schedule at Section-IV.
- 1.2 The offer in the prescribed format (**Annexure-1**) should be submitted online before the time and date fixed for the submission of online offers as set forth in the bid document.
- 1.3 The Bid submitted online by the Bidder and all correspondences as well as documents related to the bid exchanged between the Bidder and the Purchaser, shall be written in English/Hindi language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English/Hindi translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English/Hindi translation shall govern.
- 1.4 All correspondence should be addressed to the Group General manager/ Technical/Area-II, Container Corporation of India Ltd, NSIC, MDBP Building, 3rd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020.
- 1.5 All the bids received shall be opened on the date and time mentioned in the Tender Notice. 'Financial Bid' of technically qualified bidders shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

The sequence of opening shall be as follows:

- (i) Stage-1: -
Earnest Money Deposit (EMD)
Technical Bid
- (ii) Stage-2: -
Financial Bids (of qualified bidders of Stage-I, only after evaluation of 1st stage technical bids)

1.6 SCHEDULE OF REQUIREMENT

Sl. No.	Description of the item required	Specification/Drawing if any	Qty. (in nos.)
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Stamp of bidder

Signature of bidder

1.	INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/AUTOMATIC for double stack/double decker container train	As per RDSO specifications given in Section III	10467
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2.0 Qualification Criteria

The bidder shall provide satisfactory evidence acceptable to the Purchaser to show that -

The bidder is an established manufacturer or an authorized agent/dealer/stockist of an established manufacturer having experience of:

- 2.1 Having successfully supplied / executed at least one single purchase order of Government departments/CPSEs/SPSEs/Public listed companies/ICD/DCT/MMLP /Ports/CFS/ CTOs for the tendered item during 5 previous financial years and current financial year prior to the date of tender opening. Work experience certificate issued by private individual shall not be considered.

If an authorized agent/dealer/stockist submit bid on behalf of the manufacturer, the same agent/dealer/stockist shall not submit a bid on behalf of another manufacturer in the same tender for the same item/product. Either Manufacturer OR their agent/dealer/stockist can quote. But both cannot bid simultaneously for the same item/product in the same tender.

- 2.2 The Tenderer must have received total contractual payments/ turnover/revenue (income) from operations of Rs. 2,77,15,779/- in the previous three financial Years (i.e.FY 2019-20 & 2020-21,2021-22,) and the current Financial Year.

The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note: Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

- 2.3 The bidder should submit the following certificate:

“I have read the clause 23.0 of Section-II, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder (i.e. Name of the Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder (i.e. Name of the Bidder) fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

Stamp of bidder

Signature of bidder

2.4 Verification of local content:

- (a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made. (For details, plz Refer Clause 24.0 of Section-II)

2.5 EMD as per Clause 3.1 of Section-II.

The onus of submission of requisite documents in support of above eligibility/experience lies with the tenderers.

3.0 EARNEST MONEY

3.1 Bidders shall be required to submit the Earnest money as dovetails below

3.1.1 Earnest money deposit for an amount of ₹ 3,69,545/- (Rupees Three Lakhs Sixty Nine Thousand Five Hundred Forty Five only) shall accompany with the bid. The Earnest Money shall be in the form of e-payment. the receipt of the same should be scanned and uploaded in the e-tendering website www.tenderwizard.com/CCIL

3.1.2 No interest will be payable by CONCOR on the Earnest Money Deposit.

3.1.3 The Earnest Money Deposit will be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

3.1.4 The Earnest Money Deposit of the successful tenderer will be returned after submission of performance Guarantee and signing of the agreement.

3.1.5 If the successful tenderer fails to furnish the performance guarantee timely, i.e. within **30** days of award of contract the Earnest Money Deposit shall be liable to be forfeited by CONCOR.

3.1.6 The Earnest Money Deposit of all unsuccessful Tenderers will be refunded after decisions regarding award of contract is taken.

Any tender not accompanied by Earnest Money Deposit will be summarily rejected.

3.2 **Exemption:** Indian bidders registered as “Micro and Small Enterprises” (MSE’s) for the tendered item with any of the following agencies shall be considered eligible for treatment as MSE’s for the purpose of this tender:

- (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

Stamp of bidder

Signature of bidder

- (vii) MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18th September, 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs issued in 2012 and amended from time to time.
- (viii) Any other body specified by the Ministry of MSME, Government of India

Such MSE bidders shall submit copy of valid Registration Certificate/Udyog Aadhar along with the bid, clearly including the tendered item in the registration certificate and the terminal validity date of registration. E-bids not accompanied by a valid Registration Certificate/Udyog Aadhar shall be treated as e-bids from non-MSEs.

3.2.1 The bidders qualifying as MSE (who submit valid Registration Certificate/Udyog Aadhar as per **Clause 3.2 above**) shall be given the following exemptions: -

- (i) Tender sets shall be issued free of cost to MSE's registered with the above agencies for the tendered item.
- (ii) Bidders quoting as MSEs (Micro or Small Enterprises) registered with relevant bodies like NSIC shall be exempted from the payment of Earnest Money Deposit (EMD) on submission of valid registration for the tendered item. However, if any document submitted in support of getting benefit by MSEs at any moment of time even after award of contract is found to be false, the contract will be cancelled and action as per law will be initiated.

3.3 Bidder shall be debarred for a period of 12 (Twelve) months, from the date of debarment for all tenders viz. Procurement of Goods, Consultancy, Works, non-consulting Services etc. issued by CONCOR published during this period including participating in re-tender for that work, if:

- *If Bidder(s) withdraw or amends impairs or derogates from the tender in any respect within the period of validity of his offer.*

And /OR

- *If Bidder(s) withdraw or modify their bids during the period of validity,*

And /OR

- *If Bidder(s) offer has been accepted, declines or fails to give acceptance to the Notification of Award (NOA) within 15 days of issue of NOA and furnish Contract Performance Guarantee (Performance Security Deposit) as specified in Clause 16.0 of Section-II & Clause-10.0 of Section-III (Terms and Conditions).*

And /OR

- *If Bidder(s) declines or fails to sign the Contract agreement as per the Clause 17.0 of Section-II ”.*

3.4 Any tender not accompanied by the Earnest money as per **Clause-3.1** their bids shall be summarily rejected.

Stamp of bidder

Signature of bidder



4.0 All documents required to be scanned, digitally signed and uploaded.

5.0 SUBMISSION OF OFFER

5.1 The offer shall be submitted only through online submission e-Tendering website www.tenderwizard.com/CCIL.

5.2 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:

(i) as sole proprietor of the concern or as Attorney of the sole proprietor.

(ii) as a partner of the firm duly authorized.

(iii) as a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association or in pursuance of a Power of Attorney given by person competent to give such authority. **An authenticated copy of the document, which authorizes the signatory** to commit on behalf of the firm, shall accompany the offer.

5.2.1 In the case of a firm, not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

5.3 Tender Opening:-

(i) The bid or the technical bid will be opened after stipulated closing date and time of the tender by minimum two authorized CONCOR officials using their secured digital permissions, passwords and digital keys.

(ii) Bidder can obtain totally transparent bid tabulation statement by logging on to www.tenderwizard.com/CCIL after tender opening.

(iii) All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement after tender opening from any remote location using internet access by visiting the website www.tenderwizard.com/CCIL instantly after opening of the virtual opening the tender box, by clicking on the icon.

(iv) The purchaser does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Vendors cannot submit/modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

Stamp of bidder

Signature of bidder



6.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER -

- 6.1 The e-bids are to be submitted in two (2) packets for tendering system, through online submission e-Tendering website www.tenderwizard.com/CCIL, containing two separate e-bids viz. **Technical bid and financial bid.**
- The 1st packet uploaded should be **TECHNICAL BID & Earnest Money**
 - The 2nd packet uploaded should be **PRICE BID** only

- 6.1.1 The Earnest Money shall be in the form of e-payment. the receipt of the same should be scanned and uploaded in the e-tendering website www.tenderwizard.com/CCIL as per Clause 3.1 of Section-II, General Instructions to Bidders.

OR

- (b) MSE bidders shall submit copy of valid registration certificate/Udyog Aadhar along with the bid, clearly including the tendered item in the registration certificate/Udyog Aadhar and the terminal validity date of registration in the mandatory document alongwith EMD Certificate as mentioned in Clause 3.1 of Section-II, General Instructions to Bidders.

6.2 e-Price Bid shall contain the following: -

- (a) The applicable online e-price bid as per **Annexure-2**.

Note: -Tenderers should show discount in the price bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any condition attached (viz. Discount/Rebates having linkages to quantity, payment, Inspection Agency, destination, delivery place etc) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position.

6.3 Technical Bid shall contain the following documents:-

- 6.3.1 A copy of the current Permanent Account Number PAN and GST Number of the bidder/firm.
- 6.3.2 All bidders are required to submit documentary evidence in support of meeting the technical eligibility criteria as indicated in para 2.0 of Section II.
- 6.3.3 Power of Attorney in support of the person or persons signing on behalf of the Bidder (Sole Proprietor)

Stamp of bidder

Signature of bidder



6.3.4 In case of Limited Company, an authenticated copy of the document, which authorises the signatory to commit on behalf of the Company, shall accompany the offer.

Note: Cancellation of any document such as Power of Attorney, Partnership Deed etc. shall be communicated forthwith to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for such an action taken in the strength of the said documents submitted earlier or on the basis of the amended documents.

6.3.5 Letter of submission of tender, to be duly completed, stamped and signed as per **Annexure-1**.

6.3.6 Undertaking to be submitted by the bidder that I/We hereby declare that I/We comply with all terms & conditions of CONCOR's tender document and I/We will submit signed and stamped copy of CONCOR's tender document as enclosure of Contract Agreement on award of Notification of Award.

6.3.7 No deviation to essential Technical and Commercial conditions (Like payment, Delivery Schedule, Taxes, Validity of offer, Validity of EMD, Performance Guarantee etc.,) shall be permitted to the vendors. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract. However, CONCOR may waive off any minor infirmity or non-conformity in a e-bid provided such waiver does not prejudice or affect the relative ranking of any bidder. CONCOR and its decision thereon shall be final and binding on the bidders.

In case of absence of any deviation a "Nil Deviation" undertaking will have to be furnished by the Bidder as per Annexure-3.

6.3.8 EMD as per Clause 3.0 of Section-II.

6.3.9 Bidders to submit their e-bids through downloaded document have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. If any discrepancies between the downloaded version and the original version of bid document on sale/put on website are found, the latter shall prevail.

6.3.10 The authorized signatory of the bidder is required to sign and upload the copy of Integrity Pact along with the Bid Document. (**Annexure-7**).

6.3.11 Validity of Offer: Offers should be valid for a period of 120 days from the date of opening of bid. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.

6.4 No modification in the bid will be allowed subsequent to the deadline for submission.

Stamp of bidder

Signature of bidder



6.5 Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable.

7.0 LOCAL CONDITIONS -

It will be imperative on each bidder to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores Intermediate Twist Lock Semi Automatic/ Automatic for double stack container trains, as per technical specifications given in Section III. CONCOR would not entertain request for change of price or the time schedule of delivery of stores after the Competent Authority has accepted the offer.

8.0 TIME SCHEDULE

The basic consideration of the contract shall be the strict adherence to the time schedule for the supply of "Description of the item" and its components (stores) as specified in Section IV. The attention of the bidder is invited to clauses regarding LD (Clause 9.0 of Section-III) and default in the terms and conditions by which the contract shall be governed.

9.0 ADDRESS OF BIDDER FOR COMMUNICATION

The bidder shall state his address fully and clearly in his bid. Any communication sent to the bidder at his said given address shall be deemed to have delivered the bidder in time.

10.0 PRICES

10.1 The bidder should quote destination prices in Indian Rupees in the prescribed format (e-bid) as per the **Annexure-2**. All prices and other information like discounts etc. having bearing on the price shall clearly be indicated in e-Bid form i.e. in the prescribed e-price format only. **Prices shall not be mentioned in the Technical Bid (Packet-1), in case of two packet system. Technical Bid containing price bid shall be summarily rejected**

10.1.1 Tenderers should show discount in the price bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any condition attached (viz. Discount/Rebates having linkages to quantity, payment, Inspection Agency, destination, delivery place etc) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position.

10.1.2 The purchaser will not bear any Octroi Charges, Entry Tax, Exit Tax etc.

10.2 Consignee-

Stamp of bidder

Signature of bidder

Delivery is required to be made as per by the specific cut-off date mentioned in the Delivery Schedule of contract at the following locations

S.N.	Site	Address	Quantity
1	Mundra	Container Corporation of India Ltd.Room No-205, 5A-1, New port users building, MP&SEZ, Navinal Island MundraKutch – 370421(Gujarat)	898 Nos.
2	Pipavav	Container Corporation of India Limited. 12, Port Users Complex, Port of Pipavav, Post Bag No.45,Post-Ucchaiya, Via-Rajula, Dist.-Amreli, Gujarat -365560	8853 Nos
3	Swarupganj	Container Corporation of India Ltd., MMLP Swarooaganj, CONCOR Rail Transshipment Hub VIII, Swaroopganj (Bhavri) Tehsil, Pindwara, Sirohi, Rajasthan - 307023	26 Nos.
4	Kanakpura	Container Corporation of India Ltd., Inland Container Depot, Kanakpura, Jaipur-302034	220 nos
5	Khatuwas	CONTAINER CORPPORATION OF INDIA LTD. (A Govt. OF INDIA UNDERTAKING) MINISTRY OF RAILWAYS MULTIMODAL LOGISTICS PARK, KATHUWAS, NEEMRANA, Distt. ALWAR (RAJ.)- 301704	470 No.
	Total		10467 Nos

10.3 The bidder should quote the basic prices for destination and GST/CGST/UTGST/IGST (whichever is applicable) on the final finished Intermediate Twist Lock Semi Automatic/ Automatic for double stack container trains, as per technical specifications given in Section III as per online price format in the **Annexure-2. Payment of GST will be made on submission of documentary proof that the amount has been deposited with the concerned authorities.**

10.5 Evaluation of Price bids

The bid will be evaluated as on the basis of total destination price including taxes.

Deviation (both plus and minus) in the rate of GST after the closing date of tender as indicated in Clause 1 of Section-I, but within the contractual delivery period will be to the account of CONCOR.

Any increase in GST during extended period of the contract will be to the account of bidder.

In case of applicability of Octroi/Entry Charges at any of the destination, CONCOR will not bear the Octroi/entry charges.

Stamp of bidder

Signature of bidder



10.6 Insurance - The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at destination i.e. Consignee. Bidder shall be responsible for all insurance charges including transit insurance etc till the “Description of Item” is delivered to the nominated destinations in the acceptable condition.

10.6.1 Lodging of Claim - In case of any loss/damages of “Description of item” and its components, the nominated consignee will advise the bidder within 15 (fifteen) days of the arrival of goods and it shall be the responsibility of the bidder/supplier to lodge necessary claim on the carrier and/or insurer and pursue the same.

The successful Bidder shall, however, at his own cost replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.

11.0 GENERAL

11.1 The bidder must ensure that the conditions laid down for submission of offers detailed in the preceding clauses is completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

11.2 Validity of Offer - The offer shall be kept valid for a minimum period of **120 days** from the date of opening of tender.

11.3 CLARIFICATION OF E-BIDS – Any clarification on bid documents can be sought in writing and should reach this office **7 days** before the scheduled date of opening of tenders. The clarifications would be furnished in writing within **07 (seven) days** of receipt of such letter. It would also be posted on the CONCOR website and on www.tenderwizard.com/CCIL. All such clarifications shall form part of bidding document and shall accompany the bidders’ proposal. Normally request for extension of the date of submission of bid will not be entertained.

11.4 Manual offers shall not be accepted against E-tenders. Offers submitted through online mode on www.tenderwizard.com/CCIL will only be considered.

12.0 CHANGES IN THE DATE OF BID OPENING

In case the due date **for opening of tender** is declared a Public Holiday, the tender will be opened at the same time and same location on the next working day. **The bidders/bidders’ representatives who may choose to attend at the time, date and place specified.**

13.0 ONLINE SUBMISSION OF OFFERS

13.1 Submitting bid - Bidders shall submit the bid as per the guidelines given in Notice inviting Tender Section-I and Clause-6.0 of Section-II i.e. **In two packet/bid and packet -1 containing EMD & Technical bid and packet-2 containing price bid**

Stamp of bidder

Signature of bidder



13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. **Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(s) to the bid.**

13.3 Opening of Technical Bid

The technical bid will be qualified bidders to attend the 2nd stage bid opening at a specified date, time and place. The packet-2 uploaded containing Price **Bid** shall be opened.

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

- (i) Extend the date of submission of the tender.
- (ii) Modify the terms and conditions of the Bid.
- (iii) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR.
- (iv) To negotiate the rates with the lowest bidder i.e. L-1.
- (v) Accept a tender for a part or whole of the quantity offered, reject any tender, may not accept lowest or any tender without assigning any reason. Any such action will not be called into question and the bidder shall have no claim in that regard against CONCOR.

14.0 EVALUATION OF THE OFFERS

CONCOR will evaluate the bids in 2 stages. In the 1ststage, **Technical Bids** and in 2nd stage, the **Price Bids of the technically qualified bidders.**

14.1 CONCOR will examine the e-bids to determine whether –

- (i) These are complete.
- (ii) Earnest Money is Certificate is available.
- (iii) The validity of the bid is as per the Bid Document
- (iv) **“Deviation Statement” or “Nil Deviation Undertaking”** has been submitted.
- (v) No condition stipulated in any clause/sub-clause of Section-II, Section-III, and its associated annexures.
- (vi) Documents required to be submitted by the bidder vide Clause-6 of Section-II have been furnished.
- (vii) The prices have been quoted in the online price format given as Annexure-2 and would be opened on a nominated date and time.

14.2 To assist the examination, evaluation and comparison of e-bids, CONCOR may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response thereto shall be in writing and no change in price or substance of the bid shall be sought/offered or permitted.

14.3 Eligible MSE(s) (as per Clause 3.2 of Section-II) quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down

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their price to L1 price in a situation where L-1 price is from someone other than a MSE and such MSE's can be together ordered up to 25% of the total tendered value. For the purpose of L1+15%, L1 rates are the initially quoted rates received in the bids.

15.0 NOTIFICATION OF AWARD

- 15.1 Subsequent to opening of e-bids, CONCOR will notify the acceptance of bid to the successful bidder either through a letter sent by courier/Regd. Post or fax or email. In case of acceptance communicated through fax or email, the same would be followed with a letter sent through courier or post.
- 15.2 CONCOR will be the sole judge in the matter of award of contract and the decision of CONCOR shall be final and binding.
- 15.3 Notification of Award will constitute the formation of Contract subject to submission of Performance Guarantee as per **Clause-16.0 of section-II & Clause 10.0 of Section-III** and signing of contract in accordance with the provision of **Clause-17.0 of Section-II**.

16.0 PERFORMANCE GUARANTEE

The successful bidder shall be required to submit performance guarantee equivalent to 3% of the contract price as per format given in **Annexure-4** within 30 days of issue of Notification of Award.

Extension of time for submission of PBG beyond 30 days and upto a maximum of 60 days from the date of issue of NOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12 % per annum shall be charged for the delay beyond 30 days i.e.31 day after the issue of the NOA. Further, if the 60th day happens to be a declared holiday in the concerned office, submission of PBG can be accepted one next working day.

If the contractor fails to submit the requisite PBG even after 60 days from the date of issue of the NOA, the contract is liable to be terminated. In case contract is terminated CONCOR shall be entitled to take necessary action as per Clause 3.3 of Section-II of the tender document.

The Performance Bank Guarantee shall be from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi) or from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi).

The Stores (Description of Items) shall be guaranteed against any defects or omissions in construction, poor workmanship, or defective materials for a period of Twelve (12) months after receipt of material (Description of item) at consignee location. The validity of performance bank guarantee should be 3 month (90 days)

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more than the stipulated guarantee period of 12 months from the receipt of the last lot as per Delivery Schedule (Section-IV).

The performance guarantee shall be in favour of "Container Corporation of India Ltd.", New Delhi.

Note: PBG validity should be suitably modified in case warranty/guaranty period is different from 12 months.

17.0 SIGNING OF THE CONTRACT

Subsequent to unconditional acceptance of Notification of Award and submission of Performance Security, the bidder would be required to sign Contract Agreement. The draft contract agreement is attached as Annexure-6.

The Tenderer whose tender is accepted shall be required to appear in person (a duly authorized representative) at the office of Group General Manager (Technical)/Area-II, Container Corporation of India Ltd, NSIC, MDBP Building, 3rd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020 and execute the contract agreement within seven days of notice from CONCOR that the Contract Agreement is ready. The Contract Agreement shall be entered into by CONCOR only after submission of valid Performance Guarantee by the supplier as per Clause 16.0 of Section-II & Clause 10.0 of Section-III.

Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the CONCOR may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the CONCOR shall be entitled to take necessary action as per Clause 3.3 of Section-II.

Note:- The Contract Agreement has to be signed as per the above, but not later than 70 Days of issue of NOA. Payments of the Bills towards the supply of the materials will be paid only after the signing of the Contract Agreement.

18.0 QUANTITY VARIATION

The purchaser reserves the right to vary the quantity of the material tendered for by up to $\pm 30\%$ either at the stage of ordering or at any stage during the currency of the contract with suitable delivery schedule for the enhanced quantity. The purchaser can vary the order quantity by exercising the option clause during the currency of contract (including enhanced delivery period) by giving reasonable time/notice for executing such increase or decrease. Quantity Variation Clause can be exercised up to last date of Scheduled Delivery Period mentioned in the Notification of Award, even if the supply of original ordered quantity is completed before the last date of scheduled delivery.

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19.0 SPECIAL CONDITIONS STIPULATED BY BIDDER, IF ANY

No deviation to essential Technical and Commercial conditions shall be permitted to the vendors. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract. However, CONCOR may waive off any minor infirmity or non-conformity in a e-bid provided such waiver does not prejudice or affect the relative ranking of any bidder. CONCOR and its decision thereon shall be final and binding on the bidders.

In case of absence of any deviation a “Nil Deviation” undertaking will have to be furnished by the Bidder as per Annexure-3.

20.0 TRANSPARENCY IN PROCUREMENT PROCESS

CONCOR has introduced an Integrity Pact to ensure transparency in the procurement process. A copy of the Integrity Pact is placed in **Annexure-7**. The authorized signatory of the bidder is required to sign and return the copy of Integrity Pact along with the Bid Document.

- 20.1 Names of CONCOR nominated Independent External Monitors (IEMs) are as under:
1. Sh. Kashinath Behera
 2. Sh. Sarbesh Kumar Dass

21.0 CARTEL FORMATION:-

- 21.1 The tenderers are expected to quote most competitive prices freely.
- 21.2 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, CONCOR reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- 21.3 The firms who quote in cartel are warned that suitable penalize action may be initiated (including debarring from future tenders) against them as per the relevant laws and procedures.

22.0 Terms pertaining to GST:-

- 22.1 The Tenderer 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 & Services contractor/tenderer will specify whether CGST/SGST will be attracted or IGST will be attracted alongwith rate thereof.

- 22.2 The Tenderer indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Tenderer not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Tenderer shall produce evidence that it is so registered and paid all the dues in respect of GST. The Tenderer will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the Tenderer 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.
- 22.3 Tenderer shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by CONCOR.
- 22.4 In Case of any failure on the part of Tenderer, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Tenderer to the CONCOR.
- 22.5 If as result of Change in Law, Tenderer obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Tenderer 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 Tenderer.
- 22.6 Any denial of input credit due to any omission or failure on the part of the Tenderer, the Tenderer 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.
- 23.0 **Bidders from the Country Which Shares Land Border With India:-**
- 23.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).
- 23.2 "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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23.3 “Bidder from a country which shares a land border with India” for the purpose of this Order Means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above

23.4 The beneficial owner for the purpose of (23.3) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-

Explanation –

- (a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - (b) “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

23.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.

23.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

Note: - In respect of tenders, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be relevant consideration during contract execution.

24.0 Public Procurement (Preference to Make In India):-

(For details please refer circular no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 regarding Public Procurement (Make in India).

Definitions:

Local Content:- Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Class-I Local Supplier:- Class-I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%.

Class-II Local Supplier:- Class-II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

Non Local Supplier:- Non Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

L-1: L1 means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

Margin of Purchase Preference:- Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Nodal Ministry:- Nodal Ministry means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

24.1:- Eligibility of Class-1 local supplier/Class-II local supplier/ Non local supplier for procurement:-

24.1.(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined above, shall be eligible to bid irrespective of purchase value.

24.1.(b) Only Class-I local supplier and Class-II local supplier, as defined above, shall be eligible to bid in the tender.

Bidders having a local content of less than 20% shall be summarily rejected

24.2:- Purchase Preference:-

24.2.(a) Purchase preference shall be given to Class-I local supplier in the manner specified here under.

24.2.(b) In the procurements of goods are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier, as per following procedure:

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract for full quantity will be awarded to LI.
- (ii) If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

24.2.(c) In the procurements of goods, which are not divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.

(ii) If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to 'Class-I local supplier' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly . In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

24.2(d) Class-II local supplier will not get purchase preference in any procurement, undertaken by CONCOR.

24.3:- Verification of local content:

24.3(a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be They shall also give details of the location(s) at which the local value addition is made.

24.3(b) In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

24.3(c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

24.3(d) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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24.3(e) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph f below.

24.3(f) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

(i) The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

(ii) on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

(iii) in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

Note:-

Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 Lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

SECTION – III**TERMS AND CONDITIONS****1.0 SPECIFICATION:- RDSO SPECIFICATIONS are as under**

Item no.	Item Description/Specification
S.n	RDSO Specifications for intermediate Twist lock semiautomatic.
1	Tensile force : IBC should withstand 15.3t (minimum) without any deformation.
2	Compressor force of cones:15.3 T(minimum) without any permanent deformation or damage or equal to tensile force rating at (1)above.
3	Shear strength:Lateral-7.5T (minimum) Longitudinal-15T (minimum)
4	I) Certified by a renowned railroad agency (i.e. AAR M-952 specification). II) Certified by a renowned agency as per ISO-3874 specification. Or iii) Certified by (at least) one member of international association of classification societies (IACS) as per standards mentioned under point (I) & (II) above or as per their standards/guidelines for the said item.

Manufacturers test certificate and certificate from Government accredited laboratories are required to be provided

2.0 INSPECTION OF STORES

Stores shall be accepted on OEM's test certificate and consignee inspection

2.1 Certification of Inspection and Approval

Suitability of the material will be certified by the CONCOR representative available at the delivery locations

2.2 Inspecting Officer– Power of Rejection

2.2.1 The Inspecting Officer shall have the powers: -

- (i) Before any Stores or part thereof submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) To reject any stores submitted as not being in accordance with the specifications.
- (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as may in his discretion think fit, he is satisfied that the same unsatisfactory.
- (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted.

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- 2.2.2 The inspecting officer's decision as regards the rejection shall be final and binding on the supplier.
- 2.3 The Purchaser's right to inspect, test and where necessary reject the goods at the time of fitment shall, in no way, be limited by reason of the goods having previously been inspected, tested and passed by the purchaser's representative.
- 2.4 Nothing in this clause shall, in any way, release the supplier from any warranty or other obligations under this contract.

2.5 Consequences of Rejection

2.5.1 If on the Stores being rejected by the Inspecting Officer or Consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to -

- (i) Request the contractor to replace the rejected stores forthwith but in any event not later than a period of **30 days** from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
- (ii) Purchase or authorize the purchase of quantity of the stores rejected of others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final: readily available) without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further instalment due under the contract, or
- (iii) Cancel the contract and Purchase or authorize the Purchase of the stores or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of **clause 9.0 and 14.2** of the Terms and Conditions Section-III of the Bid Document shall apply as far as applicable.

2.5.2 **Rejected Stores--** On rejection of any stores submitted for inspection at a place, other than the premises of the contractor, such stores shall be removed by the contractor at his own cost, subject as hereinafter stipulated, within 14 days or the date of intimation of such rejection. If the such concerned communication, is addressed and posted to the contractor at the address mentioned in **Clause-18.0 of Section-III**, Terms & Conditions, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the Contractor.

2.5.3 All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor, immediately on such rejection. If such stores are not removed

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by the contractor within the periods aforementioned, the Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or the inspector may decide, or dispose off such stores at the contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall in addition, be entitled to recover from the contractor, the handling and storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

3.0 Consignee: - Delivery is required to be made as per by the specific cut-off date mentioned in the Delivery Schedule of contract at the following locations: -

S.N.	Site	Address	Quantity
1	MDCC	Container Corporation of India Ltd.Room No-205, 5A-1, New port users building, MP&SEZ, Navinal Island MundraKutch – 370421(Gujarat)	898 Nos.
2	PPSP	Container Corporation of India Limited. 12, Port Users Complex, Port of Pipavav, Post Bag No.45,Post-Ucchaiya, Via-Rajula, Dist.-Amreli, Gujarat -365560	8853 Nos
3	CPFS	Container Corporation of India Ltd., MMLP Swaroganj, CONCOR Rail Transhipment Hub VIII, Swaroopganj (Bhavri) Tehsil, Pindwara, Sirohi, Rajasthan - 307023	26 Nos.
4	ICDK	Container Corporation of India Ltd., Inland Container Depot, Kanakpura, Jaipur-302034	220 nos
5	CMLK	CONTAINER CORPPORATION OF INDIA LTD. (A Govt. OF INDIA UNDERTAKING) MINISTRY OF RAILWAYS MULTIMODAL LOGISTICS PARK, KATHUWAS, NEEMRANA, Distt. ALWAR (RAJ.)-301704	470 No.
	Total		10467 Nos

4.0 PATENTS

The supplier shall keep CONCOR indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against CONCOR on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any goods supplied under this contract, the supplier shall at their own risk and expense defend any suite for infringement of patent or like suite brought against CONCOR (whether with or without the supplier being a party thereto) and shall pay any damages and cost awarded in such suite and keep CONCOR indemnified from and against all consequence thereof.

5.0 PACKING

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The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit upto ultimate destinations as indicated in the Contract.

6.0 MARKING OF MATERIAL (WHEREVER REQUIRED)

The tenderer should agree to indicate the Manufacturers Name, Month and Year of Manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the function utility and structural stability of the components/material. However, if the same is not possible because of component/item being small in size or any other reason what so ever, tenderer should indicate the same in their offer.

7.0 PAYMENT

7.1 Payment Procedure for Suppliers-- The following payment terms, subject to recoveries, if any, under the liquidated damage clause mentioned in Clause-9.0 of Section-III:

7.1.1 100% payment of the value of the invoice will be made after receipt of material and requisite documents & acceptance of same by the authorized representative of CONCOR certifying that the material has been received in good condition. Payment will be released for the received quantity in good condition at consignee end.

7.1.2 Payment of amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all damages/recoveries due, including TDS and/or any other levies at the prescribed rates. The payment of the invoice will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the supplier to claim interest nor provide basis for termination of contract. The supplies shall in no case be hampered on account of non payment of bills.

8.0 GUARANTEE AND WARRANTY

8.1 The Supplier shall warrant that the **INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/AUTOMATIC** supplied shall be accompanied by a standard warranty for a period of 12 months after supply or as per requirement. The guarantee shall cover Design, material and workmanship. The defective "Description of Material" supplied against the contract shall be replaced by supplier at his own expenses.

8.2 The validity of performance bank guarantee should be 90 days more than the stipulated guarantee/warranty period.

8.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

8.4 Upon receipt of such notice, the Supplier shall arrange prompt replacement of defective (Description of material) at their own risk and cost and also without any

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cost to the Purchaser **within 30 days** at the consignee/nominated maintenance points.

- 8.5 The point of maintenance for the purpose of fulfilment of warranty obligation shall normally be CONCOR Depot. However, in case of need, warranty obligation may be provided at the terminal nearest to the place of occurrence.
- 8.6 If the delivery of the last consignment is not completed within the stipulated delivery period, then the warranty period and claim period would get proportionately extended by the number of days by which delivery of last consignment has been delayed. If the Supplier, having been notified, fails to remedy the defect(s) within the period as specified above, the Purchaser may proceed to take remedial action as may be necessary at the Supplier's risk and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9.0 LIQUIDATED DAMAGES.

In the event of the contractor's failure to deliver the specified quantity of stores (Intermediate twist lock) within the period fixed for such delivery in the specified delivery schedule in the Notification of Award (NOA) or contract, CONCOR shall deduct or recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of 0.5 percent (Zero Point Five Percent) of the price/basic cost) of any stores (Intermediate Twist Lock), which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the stores may not have been delivered, subject to a limit of 10 (ten) percent of the price (basic cost) of the goods delayed beyond completion date of deliveries.

However, if the delay shall have arisen from any cause which the Purchaser at its discretion considers reasonable, the purchase may allow such additional time as deemed fit.

- 9.1 For the purpose of price in Clause 9.0 as above, the price/basic cost shall mean the ex-works cost of the consignment without GST.

10.0 PERFORMANCE GUARANTEE

The successful bidder shall be required to submit performance guarantee equivalent to 3% of the contract price as per format given in **Annexure-4** within 30 days of issue of Notification of Award.

Extension of time for submission of PBG beyond 30 days and up to a maximum of 60 days from the date of issue of NOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12 % per annum shall be charged for the delay beyond 30 days i.e. 31 day after the issue of the NOA. Further, if the 60th day happens to be a declared holiday in the concerned office, submission of PBG can be accepted one next working day.

Stamp of bidder

Signature of bidder

If the contractor fails to submit the requisite PBG even after 60 days from the date of issue of the NOA, the contract is liable to be terminated. In case contract is terminated CONCOR shall be entitled to take necessary action as per Clause 3.3 of Section-II of the tender document.

The Performance Bank Guarantee shall be from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi) or from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi).

The Stores Intermediate Twist Locks Semi-Automatic/Automatic shall be guaranteed against any defects or omissions in construction, poor workmanship, or defective materials for a period of Twelve (12) months after receipt of material (Description of item) at consignee location. The validity of performance bank guarantee should be 3 months (90 days) more than the stipulated guarantee period of 12 months from the receipt of the last lot as per Delivery Schedule (Section-IV).

The performance guarantee shall be in favour of "Container Corporation of India Ltd.", New Delhi.

11.0 Contract Price-- The value of contract would be as per terms on which order will be placed (i.e. ex consignee price including of taxes i.e. Price inclusive of taxes upto Destination).

12.0 FORCE MAJEURE

Force Majeure means an event beyond the control of the contractor and not involving the Contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance.

If there is delay in performance or other failures by the Contractor to perform its obligation under its contract due to event of a Force Majeure, the Contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the Contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

CONTAINER CORPORATION OF INDIA LTD



Tender No.: CON/A-II/T/ITL/2022

If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

There may be a Force Majeure situation affecting the purchase organization also. In such a situation, the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

13.0 APPLICABLE LAW

- 13.1 The Laws of Republic of India for the time being in force shall govern this contract.
- 13.2 Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.
- 13.3 **Jurisdiction of Courts**— The courts at New Delhi (India) shall have the exclusive jurisdiction.

14.0 TERMINATION BY DEFAULT

- 14.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (i) if the supplier fails to deliver any or all of the Goods within the time period (s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause-9.0 of Section-III**.
 - (ii) if the supplier fails to perform any other obligation(s) under the Contract.
- 14.2 In the event the Purchaser terminates the Contract in whole or part, pursuant to **Clause-14.1**, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- 14.3 **Termination for Insolvency**— The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 14.4 **Termination for Convenience**— The purchaser, may by written notice sent to the supplier; terminate the contract, in whole or part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

15.0 RESOLUTION OF DISPUTES

Stamp of bidder

Signature of bidder

- 15.1 The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract.
- 15.2 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers or in connection with the contract (except as to any matters, the decision of which is specifically provided for by these conditions or instructions to Tenderers) the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as Appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.
- 15.3 The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award.
- 15.4 Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this Clause.
- 15.5 No payment of interest shall be made for disputed amounts/claims till the final determination of dispute4s/claims and payment thereof pursuant to the resolution.
- 15.6 Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer-in-Charge, continue during the arbitration proceedings and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue arbitration proceedings.
- 16.0 TRANSFER AND SUBLETTING OF THE CONTRACT**
- 16.1 The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser (CONCOR).
- 16.2 The contractor shall be entirely responsible for the work executed by the sub-contractor, if any, to the entire satisfaction of the inspecting officer and for his timely execution of the contract in all respects.
- 17.0 ACCEPTANCE OF STORES DESPATCHED AFTER EXPIRY OF DELIVERY PERIOD**
- 17.1 In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the scheduled delivery period and also in cases where inspection is not

completed in respect of the portion of the stores tendered for inspection during the scheduled delivery period because of the reason that adequate notice for inspection in accordance with **Clause 2.1 of Section-III** was not given by the Contractor, the Purchaser reserves the right to cancel the order for the balance quantity, at the risk and expenses of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the scheduled delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

- (a) The Purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver/commission within the period fixed for delivery as per Section-IV DELIVERY SCHEDULE.
 - (b) That no increase in price on account of any statutory increase in or fresh imposition of GST/CGST/SGST/IGST/UTGST, Freight Charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
 - (C) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.
 - (d) But nevertheless the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST/CGST/SGST/IGST/UTGST or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract.
The Contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.
- 17.2 The Contractor shall not despatch the stores till such time an extension in terms of clause 17.1 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are despatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 17.1 above.
- 17.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in clause 17.1 above.



18.0 NOTICES

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser:

Container Corporation of India Ltd,
NSIC, MDBP Building, 3rd Floor,
Okhla Industrial Estate, Opp.NSIC Okhla Metro Station,
New Delhi-110020.

Note : May be suitably modified for Areas/terminals.

Supplier:

SECTION-IV

DELIVERY SCHEDULE

1.0 DELIVERY PERIOD (SHIPMENT SCHEDULE) - The delivery schedule would be as under: -

Stamp of bidder

Signature of bidder

Sr. no.	Item Description/Specification	Location	Address	Qty	Delivery Schedule
1	SUPPLY OF INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/AUTOMATIC	PPSP	Container Corporation of India Limited. 12, Port Users Complex, Port of Pipavav, Post Bag No.45,Post-Ucchaiya, Via-Rajula, Dist.-Amreli, Gujarat -365560	1000	D+60
		CPFS	Container Corporation of India Ltd., MMLP Swarooganj, CONCOR Rail Transshipment Hub VIII, Swaroopganj (Bhavri) Tehsil, Pindwara, Sirohi, Rajasthan - 307023	26	
		ICDK	Container Corporation of India Ltd., Inland Container Depot, Kanakpura, Jaipur-302034	220	
		CMLK	CONTAINER CORPORATION OF INDIA LTD. (A Govt. OF INDIA UNDERTAKING) MINISTRY OF RAILWAYS MULTIMODAL LOGISTICS PARK, KATHUWAS, NEEMRANA, Distt. ALWAR (RAJ.)-301704	470	
		MDCC	Container Corporation of India Ltd.Room No-205, 5A-1, New port users building, MP&SEZ, Navinal Island MundraKutch – 370421(Gujarat)	898	
		PPSP	Container Corporation of India Limited. 12, Port Users Complex, Port of Pipavav, Post Bag No.45,Post-Ucchaiya, Via-Rajula, Dist.-Amreli, Gujarat -365560	1500	D+90
		PPSP		1500	D+120
		PPSP		1500	D+150
		PPSP		1500	D+180
		PPSP		1853	D+240

* “D” is the date of issue of Notification of Award /PO/LOA/LOI

2.0 DELIVERY DATE

- 2.1 The receipt date at the works of the consignee would be taken as “**Delivery Date**”.
- 2.2 Please note that only such goods, which has been inspected and declared suitable as per the drawings and specifications mentioned in the Bid Document by inspecting officials, nominated/agreed by CONCOR would be dispatched

Stamp of bidder

Signature of bidder



SECTION – V

(ANNEXURES)

SL	PARTICULARS	ANNEXURE NO.
1	BID FORM	1
2	PRICE FORMAT FOR BIDDERS	2
3	PROFORMA FOR STATEMENT OF DEVIATIONS	3
4	PERFORMANCE SECURITY FORM (FORMAT FOR PERFORMANCE BANK GUARANTEE)	4
5	INDICATIVE CHART FOR WORKING OUT PERIOD OF VALIDITY OF PERFORMANCE BANK GUARANTEE	5
6	CONTRACT AGREEMENT FORM	6
7	TRANSPARENCY IN PROCUREMENT PROCESS (FORMAT FOR INTEGRITY PACT)	7
8	SAMPLE SHEET FOR EVALUATION OF PRICE BID	8

Stamp of bidder

Signature of bidder



ANNEXURE - 1

BID FORM

(Please see Clause 1.2 & 6.3.5 of General Instructions to Bidders, Section-II)

To

The Group General manager/Tech/ Area-II,
Container Corporation Of India Limited,
NSIC, MDBP Building,
3rd Floor, Okhla Industrial Estate,
Opp.NSICOkhla Metro Station,
New Delhi-110020

Dear Sirs,

After examining/reviewing the bid documents for supply of 10467 nos. of INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/ AUTOMATIC AT Various terminals of CONCOR for double stack/double decker container train strictly as per RDSO specifications given in **Section III** including General Instructions to Bidders (Section-II), Terms & Conditions (Section-III) and Delivery Conditions (Section-IV), the receipt of which is hereby duly acknowledged.

We confirm that this bid is valid for a period of 120 days from the date of opening of bid and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the Performance Guarantee equal to 3% (Three percent) of the contract price for due performance within 30 (Thirty) days of Notification of Award (NOA).

Until a final contract is prepared and executed, the bid together with your written acceptance thereof in your Notification of Award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest price or any bid that you may receive.

SEAL AND SIGNATURE
DATE :

Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME :

ADDRESS :

Stamp of bidder

Signature of bidder

CONTAINER CORPORATION OF INDIA LTD



Tender No.: CON/A-II/T/ITL/2022

ANNEXURE – 2**In prescribed format- E-Price Bid Only****PRICE FORM FOR BIDDERS***(Please see Clause-10.3 & Clause 10.0 of General Instructions to Bidders (Section-II))*

To,

M/s. Container Corporation of India Ltd.
C-3 Mathura Road, Opp. Apollo Hospital
New Delhi-110 076 **(INDIA)**

Ref : Tender No. CON/A-II/T/ITL/2022

We _____ hereby certify that we are established firm of manufacturer/authorized agents* of M/s. _____. We hereby offer to supply "Description of item" as per the price indicated below and as per Section-IV Delivery Schedule with factories at _____.

SN	Description	"Description of item"
1.0	Specification/Drawing No	INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/ AUTOMATIC AT Various terminals of CONCOR for double stack/double decker container train strictly as per RDSO specifications given in Section III
2.0	Quantity & Unit of Supply	10467 nos. In Figures
3.0	For destination Price per unit in INR	
4.0	Discount, if any in INR	
5.0	Net For destination Price (Without taxes) per unit after discount in INR (SN 3.0 – 4.0)	
6.0	GST/IGST as applicable (on item SN 5.0)	
7.0	Net For destination Price per unit inclusive of taxes (SN 5.0 + 6.0)	
8.0	Total value for 10467 Nos inclusive of taxes (SN 7.0 X10467)	

Bidders are instructed that discount quoted by them other than specified column/space will not be taken into account.

Stamp of bidder

Signature of bidder



Dated.....

.....
(Signature of Bidder)

NOTE:

1. The offer must be submitted as per this Proforma. The bidder will not change the proforma of Price Bid. The price quoted shall be firm and will not be subject to any variation on any account during the currency of contract.
2. No erasures or alterations in the text of the offer are permitted. The bidder shall initial any correction made in the offer.
3. All prices shall be indicated in both figures and words in the space provided for in the format.
4. All other taxes/duties/expenditures etc. incurred for delivery of the stores at Consignee would be borne by the "**bidder only**".
5. Prices quoted for destination shall be inclusive of Freight charges.

Stamp of bidder

Signature of bidder



ANNEXURE-3

PROFORMA FOR STATEMENT OF DEVIATIONS

(Please see Clause-6.3.7 of General Instructions to Bidders, Section-II)

- (1) The following are the particulars of deviations from the requirements of the tender specifications (Section-II, General Instruction of Bidders)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

- (2) The following are the particulars of deviations from the requirement of tender Specifications (Section-III Terms & Conditions)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

- (3) The following are the particulars of deviations from the requirement of tender Specifications (Section-IV, Delivery Schedule)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

.....
**(Signature and seal of the
Manufacturer/Tenderer)**

Note . Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **(NIL DEVIATION)**.

Stamp of bidder

Signature of bidder



PROFORMA OF BANK GURANTEE OR PERFORMANCE SECURITY
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To
M/s Container Corporation of India Ltd.
NSIC, MDBP Building,
3rd Floor, Okhla Industrial Estate,
Opp.NSICOkhla Metro Station,
New Delhi-110020

WHEREAS(Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated..... for supply of Nos. of "Description of item" (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 Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Service provider 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 Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by (issuing bank) on (Advising Bank) having IFSC code..... through Structured Financial Messaging System (SFMS) and authenticated by advising bank.

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

Notwithstanding anything contained herein above:

- (i) Our liability under this guarantee shall be limited to a sum or Rs. only.)
- (ii) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before.....

Signature

Stamp of bidder

Signature of bidder



Witness:
Signature :
Name:
Official Address :

Name
Designation with Bank's Stamp
Date :
Address

Note:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. An indicative chart for working out period of validity of Performance Bank Guarantee is enclosed as **Annexure 5.0**
3. Proper Communication address (including email id and phone No.) of issuing Bank should be mentioned on the BG and annexed bank letter.
4. All pages of BG should be signed by Bank authorized Signatories.

Stamp of bidder

Signature of bidder



INDICATIVE CHART FOR WORKING OUT PERIOD OF VALIDITY OF PERFORMANCE BANK GUARANTEE

(Please see Clause-10.0 of Section-III – Terms & Conditions)

SL:	PARTICULARS	DATE
1	D	Date of Issue of NOA
2	Submission of Performance Bank Guarantee within 30 days of issue of NOA (As per Clause 16.0 of Section-II, General Instruction to Bidders of Bid Document)	D +30
3	Commencement of Delivery of 1 st lot of "INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/ AUTOMATIC	D+60
4	Completion of delivery of 10467 nos. of INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/ AUTOMATIC 240 days of issue of NOA	D+240
5	Performance Bank Guarantee shall be valid for 90 days beyond the contract period.	D+ Delivery period + Warranty Period + 90 days = D+ 695 days

- Remarks:** 1. If 'D' is 01/01/2022, then validity of 695 days shall be 26/11/2023. This indicative chart may be prepared/modified as per the requirement.
2. Validity may be suitably modified in case warranty/guarantee period is different than 12 months.

NOTE:

1. The Above period is indicative. In case of variation in issue of NOA or delivery schedule, the final guarantee period may vary accordingly. The above said period has been calculated on the basis of delivery of 10467 nos. of INTERMEDIATE TWIST LOCK SEMI AUTOMATIC/ AUTOMATIC.
2. The Bank Guarantee should be as per Clause 10.0 of Section-III of Bid Document.
3. The Performance Bank Guarantee should be as per Annexure-4 of the Bid Document.

Stamp of bidder

Signature of bidder

**CONTRACT FORM**

(To be executed on Non-judicial Stamp Paper of appropriate value)
(Please see Clause-17.0 of Section-II, General Instruction to the Bidders)

THIS AGREEMENT made theday of,at New Delhi Between **Container Corporation of India Ltd.**, having its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076, INDIA (hereinafter called "the Purchaser") of one part and(Name of Supplier) of(City of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz. ---- nos. of "Description of item" and has accepted a bid by the Supplier for the supply of Goods and Services in the sum of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and Price Schedule submitted by the Bidder
 - (b) the General Instructions to Bidders
 - (c) the Terms & Conditions
 - (d) the Delivery Schedule
 - (e) the Technical Specifications
 - (f) Any other correspondence if considered necessary.
 - (g) the Purchaser's Notification of Award
 - (h) Performance Bank Guarantee submitted by supplier -----
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Stamp of bidder

Signature of bidder



Brief particulars of the goods and services, which shall be supplied/provided by the Supplier, are as under:

SL. No.	BRIEF DESCRIPTION OF GOODS/item& SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS (CIF/FOR Destination)
---------	---	-------------------------	------------	-------------	--------------------------------------

TOTAL VALUE:

5. **DELIVERY SCHEDULE:**

6. **PAYMENT TERMS:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said

(For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by
the said

(For the Supplier)

in the presence of:.....

Stamp of bidder

Signature of bidder



ANNEXURE-7

(See Clause-20.0 of Section-II, Instruction to Bidders)

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) hereinafter referred to as
“The Principal”
and

..... hereinafter referred to as **“The Bidder/Contractor”**.

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for the supply of 10467 Nos Intermediate Twist Lock. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

Stamp of bidder

Signature of bidder



- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of e-bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Clause 5.0 section II, Agent and Service facility in India – Agency commission" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Clause 3.0 section II, all the payments made to the Indian agent/representative have to be in Indian Rupees only
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per extent rules.

Stamp of bidder

Signature of bidder



Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) **The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.**
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, CONCOR.

Stamp of bidder

Signature of bidder



- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the *Monitor* notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Chairman and Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CONCOR Board.
- (8) If the Monitor has reported to the Chairman and Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director CONCOR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, CONCOR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi

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- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal

(For & On behalf of Bidder/Contractor)

Office Seal

Office Seal

Place -----

Date -----

Witness 1 :

Name & Address -----

Witness 2 :

Name & Address -----

Stamp of bidder

Signature of bidder

**SAMPLE SHEET FOR EVALUATING PRICE BID**

SN	Description	"Description Of item"
1.0	Specification/Drawing No	As per requirement
2.0	Quantity & Unit of Supply	10467 nos.
		In Figures
3.0	For destination Price per unit in INR	101
4.0	Discount, if any in INR	1
5.0	Net For destination Price (Without taxes) per unit after discount in INR (SN 3.0 – 4.0)	100
6.0	GST/IGST as applicable (on item SN 5.0)	5
7.0	Net For destination Price per unit inclusive of taxes (SN 5.0 + 6.0)	105

Bidders are instructed that discount quoted by them other than specified column/space will not be taken into account.

GST/IGST has been considered as 5%, only for the calculation purpose. Bidders are requested to fill the GST/IGST as applicable in the price format.

Stamp of bidder

Signature of bidder