TENDER FOR HANDLING AND TRANSPORTATION OF CONTAINERS AND CARGO AT ICD BHILWARA

Tender Document Cost: Rs 5,000/-

Head Office
Udyog Bhawan, Tilak Marg
Jaipur 302 005
Tel: 0141-5115760
Fax: 0141-5115766
Website: www.rajsico.gov.in
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TENDER DOCUMENT SALE PARTICULARS

Serial number assigned to the Tender Document:

Date of Sale/Issue:

Name of the applicant to whom the Tender Document is sold/issued:

Full address of the applicant:

Signature of the Officer issuing the Tender Document

Name:

Designation:

NOTES/INSTRUCTIONS:

(i) The Tender Document is not transferable under any circumstances.

(ii) The Tender is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. none of the folios of the Tender Document including the Annexes should be detached and retained by the Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.

(iii) Each folio of the Tender Document shall be signed by the Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf.

(iv) Failure to comply with the conditions will render the Tender liable to be rejected.

Signature of the Tenderer: ____________________
Copy of NIT

Published in

- Mahaka Bharat dt 14/3/2009
- Rashtradoot dt 14/3/2009
- Daily Shipping Times dt 16/3/2009
- &
- Exim India dt 16/3/2009

TENDER NOTICE

Handling & Transportation of ISO Containers

Sealed offers are invited from experienced and reputed service providers for transportation and handling of ISO containers and cargo at ICD, Bhiwadi and Bhilwara. Each tender document shall be available on payment of Rs. 5000/- in cash or by DD in favour of The Rajasthan Small Industries Corporation Limited payable at Jaipur. Last date for submission is 15.4.09 till 1.00 PM. The tenders received shall be opened on 15.4.09 at 3.00 PM. Tender invited and due on 4.8.08 is hereby cancelled. Corporation may accept/reject partly or fully any of all offers without assigning any reasons thereof. For Terms & Conditions visit our website: www.rajsico.gov.in or contact DGM(EIS) on 0141-5115760 Extn:408

The Rajasthan Small Industries Corporation Ltd.
Udyog Bhawan, Tilak Marg, C-Scheme
Jaipur-302005

Signature of the Tenderer: __________________
Signature of the Tenderer: _____________________
From:

To

General Manager
The Rajasthan Small Industries Corporation Ltd.
Udyog Bhawan, Tilak Marg
Jaipur

Dear Sir,

Subject to the conditions given in the instructions for submission of the Bid and the general and special terms and conditions detailed in Chapter 1 to Chapter 5 of the Tender Document and the Bank Guarantee Bond form at Annex - 2 to the Tender Document, I/we hereby tender for working as Handling and Transportation Contractor at Inland Container Depot, Bhilwara as indicated by me/us in the prescribed schedule in Annex -1.

I/We hereby certify that I/we have examined and am/are fully familiar with all the provisions of the Contract and agree to abide by all the terms and conditions laid in the Tender Document.

The following certificates / documents are enclosed herewith:

a) Experience certificate from the competent authority showing the experience in container handling and transportation business at ICD/CFS/Port.

b) A certificate from bankers about financial status and credibility showing the solvency position.

c) A copy of the document in proof of the constitution of the firm (copy of partnership deed and registration certificate)/company (copy of incorporation certificate, Memorandum and Articles of Association).

d) Latest Income Tax Clearance Certificate in original / its copy attested by a gazetted officer.

e) Income and expenditure account and balance sheet of our firm for the last three years duly certified by a chartered accountancy firm / audited annual report of our company for the last three years.

Signature of the Tenderer: ________________________
f) The details of other contracts, as per performa at Clause 5.1.4(f) of the Tender Document, held by me/us with other agencies doing similar work.

g) Details of handling equipment like reach stacker, cranes and road vehicles, as per performa at Clause 5.1.4(g) of the Tender Document, proposed to be deployed for execution of the proposed work.

h) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.

i) Other documents in support of financial standing, etc. as required under 5.1.4

4. A sum of Rs 2,00,000/- (Rupees two lakhs) towards Earnest Money in the form of pay order / demand draft No. ________ dated ________ drawn in your favour.

5. I/We agree to keep this Tender open for a period of six months from the last date of submission of the Tender which would not be withdrawn before the expiry of the said period or until a Contract for the work is fully executed with a third party whichever is earlier.

6. I/We do hereby declare that the entries made in the Tender and appendices attached therein are true.

Yours faithfully,

(Name and signature of the Authorised Signatory)

Tenderer's address:

Encl: as above

Signature of the Tenderer: ______________________
1. **GENERAL**

1.1 **Overall Supervision and Control of ICD**

The Corporation, being the Custodian of the ICD at Bhilwara, shall exercise overall supervision and control on the functioning of the ICD and the contractor shall render all the services as per the instructions and guidelines provided by the Corporation.

1.2 **Determination of price of ICD services**

The determination of prices of ICD services shall be done by the Corporation from time to time and case to case basis looking to the marketing trend and on suggestion and recommendation given by handling & transportation agent.

1.3 **Receipt of Payment for ICD Services**

The amount to be charged for rendering the services to ICD users shall be collected in Cash/Demand Draft/Banker’s Cheque at the cash counter of the ICD by the Cashier of the Corporation. The amount shall be charged from ICD users, including applicable service tax etc, for rendering services to them as per prescribed tariff.

1.4 **Remuneration to the Contractor**

The remuneration of the Contractor shall be computed in the manner prescribed in Table 1 given in Annex 1 to this Tender Document.

1.5 **Minimum Guaranteed Throughput**

The Contractor shall commit minimum guaranteed throughput (MGT) in TEUs (import and export loaded containers handled and transported between the Ports and the ICD) as per agreed terms. In case of shortfall in MGT, average share of the Corporation in revenue per TEU would be recovered from the Contractor on the number of TEUs falling short of the proportionate monthly MGT at the end of each month in which the shortfall occurs which will be adjusted against actual shortfall in MGT at the end of the financial year.

Recovery of shortfall in MGT will be calculated as under:

(a) Average revenue = \[\frac{\text{Revenue from handling & transportation of loaded containers}}{\text{Actual loaded container handled & transported per TEU}}\]

(b) Recovery of shortfall in MGT = Average revenue per TEU x No. of shortfall in MGT

*Signature of the Tenderer: ___________________*
1.6 Commencement of Operations and Deposit against Custom Cost Recovery

The Contractor shall deposit the amount equivalent to Customs cost recovery before commencement of operation at ICD, Bhilwara in respect of the first quarter. Thereafter, before commencement of every quarter the amount equivalent to custom cost recovery for such quarter shall be deposited by the Contractor or adjusted out of the deposit for the previous quarter. At the determination/termination of this contract such deposit shall be refundable to the contractor.

Signature of the Tenderer: ____________________
2. **BIDDING PROCEDURES**

2.1 **Definitions**

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

2.1.1 The term **CONTAINER** shall mean ISO container used in international trade for export/import of cargo.

2.1.2 The term **CONTRACT** shall mean and include the notice inviting Tender, documents incorporating the Tender together with appendices, if any, terms and conditions governing the Contract and operations, general instructions, general and special conditions which may be added from time to time, acceptance of the Tender, work order and its acceptance and agreement to Contract.

2.1.3 The term **CONTRACTOR** shall mean and include any person, firm or a body corporate with whom the Contract been placed including their heirs, executors, administrators, successors and their assigns as the case may be.

2.1.4 The term **CORPORATION** shall mean The Rajasthan Small Industries Corporation Limited or RSIC in brief wherever it occurs and shall include its executives, officers, successors and assigns.

2.1.5 The term **GENERAL MANAGER** shall mean the concerning executive officer of the Corporation designated as such.

2.1.6 The term **EVALUATION COMMITTEE** shall mean the committee constituted by the Managing Director to evaluate the Bids.

2.1.7 The term **ICD** shall mean the Inland Container Depot situated at UIT Sector 9, Bhilwara.

2.1.8 The term **MANAGER (ICD)** shall mean executive officer in charge of the ICD.

2.1.9 The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.

2.1.10 The term **PLACE OF OPERATION** shall mean the ICD premises within the boundary wall and also places where activities connected with the ICD are performed anywhere outside the boundary wall.

2.1.11 The term **PORT** shall mean the seaports situated at Mumbai, Nhava Sheva, Pipavav, Mundra or Kandla or any other sea port.

2.1.12 The term **SERVICES** shall mean the performance of any or all of the items of work enumerated in Chapter 3 ‘Description of Services’ including such other
additional operations as are indicated by the Manager (ICD) or any person authorised by him in this behalf.

2.1.13 The term **TENDERER** or **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Tender in response to the NIT.

2.1.14 Words importing the singular only also include the plural and *vice versa* where the context requires.

**2.2 General Bidding Procedures**

2.2.1 **Study of Local Conditions**

The Tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the ICD, nature of work etc.

2.2.2 **Tender Document**

Each prospective Bidder shall, on application, be issued one set of non-transferable Tender Document upon payment to RSIC of non-refundable fee of Rs 5000/- (Rs five thousand only).

**2.3 Conditions governing Submission of Bids**

2.3.1 **Eligibility Criteria for the Tenderer**

(i) The Tenderer must possess requisite experience in respect of

- Container handling and transportation of at least three years and
- Technical ability and financial ability to undertake the work of the magnitude tendered for.

(ii) The Tenderer should have a satisfactory track record of its performance.

(iii) The Tenderer must be of sound financial position and credibility.

(iv) The Tenderer must not have been blacklisted by Central/State Government and/or Public Sector Undertaking.

The Tenderer is required to submit necessary documents for the satisfaction of the Corporation about meeting of the eligibility criteria. The evaluation of the Corporation shall be final in this regard.

*Signature of the Tenderer: ____________________________*
2.3.2 Submission of Offers

RSIC requires that the offers in response to this call to Bid and complete in all respects, be submitted till 1 PM on 15/4/2009.

If the last date fixed for receiving Bids in the office happens or is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. This explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.

2.3.3 Sealing and Marking of Offer

The Tender offer shall consist of two parts to be sealed and marked as under:

a) Part 1 of the Bid offer superscribed as, “Documents in support of Eligibility” and sealed in a separate cover (Cover No.1) containing the documents prescribed in Clause 5.1.4.

b) Part 2 of the Bid offer superscribed as, “Financial Bid” and sealed in a separate cover (Cover No.2). The Tender Document Set should be returned in original bearing signature of the Tenderer on each page along with the offer.

c) Banker’s cheque or Demand Draft towards Earnest Money should be sealed in a separate cover (Cover No. 3) and marked as “Earnest Money Deposit”.

d) All the above three packets should be again sealed in a single outer cover. The inner and outer covers shall be addressed to

   General Manager
   The Rajasthan Small Industries Corporation Ltd
   Udyog Bhawan, Tilak Marg
   Jaipur 302 005

   i) The outer cover shall bear the following identification in bold letters
   “Bid for ICD H&T Tenders” and words
   “Do not open before 3 PM on 15/4/2009”

   ii) The outer and inner packets shall indicate the name and address of the Bidder to facilitate its return if the offer is received after the expiry of the appointed date and time for receiving the Bids.

Note: The financial Bids of only those Bidders would be opened and considered who meet the criteria of eligibility and overall competence.

Signature of the Tenderer: ___________________________
2.3.4 **Validity of Bids**

Each Bid shall be considered to be a firm offer and further, that the offer shall remain valid and open for a period of not less than 6 months from the last date of “submission of Tenders”.

Any prospective Bidder can withdraw his offer by giving notice in writing to the Managing Director, RSIC on any date prior to the date notified for opening the Bids without forfeiture of Earnest Money Deposit.

Whole of the Earnest Money Deposit will stand forfeited if the notice for withdrawal of the offer by any Bidder is received after opening of the Bid.

2.3.5 **Confidentiality**

Any material contained in Part 1 of the offer i.e. Documents in Support of Eligibility which is intended to be confidential must be marked as such by the Bidder. RSIC shall treat all such information in confidence and shall require that all those who have access to such material treat it in confidence. RSIC shall not divulge any such information unless the Bidder authorises this in advance in writing.

2.3.6 **Changes to Submitted Offers**

Any alteration, modification or change in the offers as submitted shall be sent in writing to the Managing Director before the last date and time notified for receipt of the Bids in response to this Tender invitation. No notice or change, alteration or modification shall be considered after that date.

2.3.7 **Format and signing of the Offer**

a) The Bidder shall prepare and submit one complete set of the offer in English. The offers shall be filled in indelible ink and each page shall be signed by the Bidder himself or authorised nominee. Only the Tenders filled in prescribed performa issued from this office, duly authenticated by the competent authority and complete in all respects will be considered.

b) Person or persons signing the Tender shall state in what capacity he or they are signing the Tender i.e. as a sole proprietor of a firm, or as a Secretary/Manager/Director etc. of a body corporate. In the case of partnership firm, the names of all the partners should be disclosed and the Tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the Contract, including the Arbitration Clause. The original or an attested copy of the partnership deed shall be furnished along with the Tender. In case of a Limited Company (i) the name of the Directors shall be mentioned and (ii) it shall be certified that the person signing the Tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender. In the case of

*Signature of the Tenderer: ____________________*
Hindu Undivided Family, the names of the family members should be disclosed and the Karta, who can bind the family should sign the form and indicate his status below his signature.

c) The person signing the Tender form or any documents forming part of the Tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the Contract including the Arbitration Clause. If the person so signing the Tender, fails to produce the said power of attorney, his Tender shall be liable to summarily rejection without prejudice to any other rights of the Corporation under the law. The ‘Power of Attorney’ should be signed by all the partners in the case of a Partnership concern and by the Proprietor in the case of a proprietary concern and by the person who by his signature can bind the company in the case of a Limited Company or a Co-operative Society. In case of Hindu Undivided Family the ‘Power of Attorney’ should be signed by the Karta who by his signature can bind the HUF.

d) The offer shall be free from any erasures and alterations, except those made pursuant to instructions issued by RSIC, or for correcting minor typographical errors which may inadvertently creep in while writing out the offer in the given format. Such corrections shall be signed by the person(s) signing the offer.

e) The offer duly completed must be accompanied by supporting documents wherever required in the interest of uniform and objective evaluation of the offer.

2.3.8 Offer Preparation Costs

The Bidder shall bear all the costs associated with the preparation of the offer and its participation in the negotiation process. RSIC shall not be responsible or in any way liable for such cost, regardless of the outcome of the Bidding process.

2.3.9 Earnest Money Deposit

Each Bidder must submit, with its offer an Earnest Money Deposit of Rs 2,00,000/- (Rupees two lakh) in the form of banker’s cheque or Demand Draft payable to “The Rajasthan Small Industries Corporation Ltd” Jaipur payable at Jaipur.

The earnest money in respect of those Tenderers who are not taken as qualified on the basis of "Eligibility Criteria" will be returned. The envelope superscribed "Financial Bid" will also be returned without opening. The earnest money will be refunded to other unsuccessful Bidders as soon as possible after decision on Tenders and award of Contract to successful Bidder. For the successful Bidder, the earnest money deposited by him will be adjusted against security deposit.

Signature of the Tenderer: ____________________
2.3.10 No interest will be payable on amount of earnest money or security deposit in any case.

2.3.11 Opening of Offer

Cover No. 1 will be opened at 3 PM on 15/4/2009 in the presence of Bidders who choose to attend.

The financial Bids of only those Tenders would be opened and considered who meet the criteria of eligibility and overall competence as prescribed in this Tender Document.

2.3.12 Rejection of Bids

Offers submitted by companies shall be rejected where the prospective Bidder or someone on behalf of such prospective Bidder directly or indirectly offers any monetary or other inducement to influence the members of the Evaluation Committee or any other authority with a view to securing the Contract, make false or misleading statements to influence RSIC in any way in the process of examination, clarification, evaluation and comparison of offers or questioning RSIC’s decisions concerning the award of the Contract.

2.4 Evaluation of Offers

This section details the procedure for examination of the Bid offers and the eligibility and financial parameters for comparison and evaluation of the offers.

2.4.1 Non-Responsive Bids

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources to undertake the job, etc. on the basis of Details of eligibility documents required to be given as per Chapter 5. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

RSIC reserves the right to reject any offer which is non-responsive. No request by/or on behalf of such Bidder for withdrawing or correcting the non-conforming deviation or reservation will be entertained. An offer shall be considered non-responsive for one or more of the following reasons:

a) Received after the date and time specified for “Submission”
b) The offer is not accompanied by Earnest Money Deposit as required under provisions of Clause 2.3.6
c) The offer is not in accordance with the formats specified in the Tender Documents.
d) Does not contain the required information as specified in this Tender Document.
e) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents.
f) The Bid and supporting documents show significant variation and inconsistencies.

Signature of the Tenderer: ____________________
g) The Bids are incomplete or conditional.
h) Does not meet the eligibility criteria laid down in Chapter 5 of this Tender Document.

2.4.2 Criteria for Evaluation of Financial Bids

In the second stage, the envelopes containing the financial Bids of the Bidders who have qualified shall be opened (in the presence of Bidders who wish to be present). The financial offers shall be ranked on the basis of Minimum Guaranteed Throughput.

2.4.3 Right to accept or reject Bids

Notwithstanding the foregoing stipulation, RSIC reserves the right to accept or reject any offer, to annul the Bid process and reject all offers, at any time prior to the signing of the Contract, without thereby incurring any liability to the rejected Bidders.

2.4.4 Irrevocability of Bid evaluation result

The evaluation result as substantiated by the Evaluation Committee is irrevocable. The Bidders, when submitting their offers, implicitly agrees to abide by the Committee’s decision and to refrain from any action in recourse. RSIC shall not enter into any discussion whatsoever on the criteria or modalities of the examination and evaluation of the Bid offers and ultimate selection of the successful Bidder.

Signature of the Tenderer: ____________________
3. DESCRIPTION OF SERVICES

This Chapter gives a brief description of the Services to be provided, various operations to be performed, quality of the Services to be rendered, other conditions pertaining to the Services, duties and responsibilities of the Contractor, etc.

Functions of the Contractor

All the functions under this tender shall be performed by the Contractor under instructions and guidelines of the Corporation.

3.1.1 Import Operations

a) To accept delivery of import loaded containers/empty containers destined to or to be delivered at the ICD from the Port after satisfying about the condition of the container, locks/seals etc. and on the completion of all other formalities including obtaining of the EIR and making payments of service charges, if any, to the Port authorities which will be borne by the Contractor on behalf of the Corporation.

b) To furnish such guarantees as the Corporation may require for obtaining permission from Customs for movement of import loaded containers/empty containers from the Port to the ICD.

c) To arrange suitable type of road vehicles for transportation of containers, under Customs escort whenever necessary, and carry the same in safe and sound condition to the ICD without delay.

d) To arrange rail transportation of containers under rail plus road mode to railway station and thereafter to tranship the containers to road vehicles, under Customs escort whenever necessary, and carry the same in safe and sound condition to the ICD without delay.

e) The Contractor shall provide Manager (ICD) documentary proof like RR or Tally Sheet with respect to container loaded on rail wagons for transportation under rail plus road mode.

f) To complete all the formalities and perform incidental services required at the Port or on the way during transit on behalf of the Corporation. Any demurrage wharfage or any other charges made or levied by any authority at the Port or on the way shall be borne by the Contractor himself and no extra remuneration or amount shall be payable to him in respect thereof. However, if any such charges, penalty or levy is made in the circumstances beyond the control of the Contractor, his claim for reimbursement of such charges may be considered. In this regard the decision of the Managing Director will be final.

g) To place the trailer/container at the specified place on its arrival in the ICD either in mounted condition or after dismounting.

Signature of the Tenderer: ______________________
h) To make arrangements for breaking locks and seals and destuffing of the container in the presence of such officials and representatives/agent as required under the ICD Manual, Rules or Procedures after receiving instructions from the Manager (ICD) in this respect. The container will be destuffed in a manner which does not cause damage to the container or cargo. The Contractor shall also prepare a tally sheet of the cargo destuffed from the container.

i) To arrange for the carriage of such import cargo into the import shed/open yard and its proper stacking in the nominated bay/space. The cargo will be neatly arranged to tally with the forwarding notes/packing list/ocean bill of lading and other relevant documents.

j) To make arrangements for Customs examination of the cargo by destacking, unpacking, repacking, restacking, weighing etc. of the required number of packages as per the requirement of the Customs. The Contractor shall provide labour and appropriate equipment like forklifts, trolleys etc. for bringing packages from storage points in the ICD to the designated point for Customs examination. The Contractor shall provide labour and equipment for Customs examination of heavy and over dimensional packages at the storage point itself.

k) To destack and carry the cargo delivered to the parties and load it on to the road vehicles arranged by the importer at the ICD or for movement to bonded warehouse.

l) In case seals or locks of any container are found broken, damaged or tampered with or any pilferage or manipulation is suspected at the time of taking delivery at the Port, the Contractor shall take delivery only after completing all legal and procedural formalities and taking adequate measures against financial and legal implications after getting due instructions from the Corporation in this regard.

m) To provide adequate facility to the Customs escort.

n) To remove and stack the container up to 4 high at the specified place after destuffing.

o) The operations under this head shall be considered as continuous and form one unit irrespective of the time lag between different operations. If in carrying out the various operations, some additional services to complete the specified work are required, this will be considered as part of the work and no extra payment will be made.

3.1.2 Export Operations

a) To receive and unload the export cargo from trucks or any other vehicles in the ICD and to carry and stack it in the nominated bay in the export cargo shed in proper sequence and manner.

Signature of the Tenderer: ____________________________
b) To make arrangements for Customs examination of the cargo by destacking, unpacking, repacking, strapping, restacking etc. of the required number of packages and weighing of packages as required by the Customs. The Contractor shall provide labour and appropriate equipment for taking the required number of packages from storage point to the designated point for Customs examination.

c) To shift the nominated empty container from within the ICD and place the same after thorough cleaning at the designated place/road vehicle for stuffing.

d) Stuffing the cargo consignment wise in the specified container as per instructions of the Manager (ICD) in the presence of officials, representatives/agents as required under the ICD Manual, Rules or Procedures and preparing tally sheet of stuffing and locking and sealing of the container after completing formalities. The container will be stuffed in a manner which does not cause damage to the container or cargo.

e) To arrange for loading/unloading of shut out cargo into/from road vehicles.

f) To arrange suitable type of road vehicles for transportation of containers, under Customs escorts whenever necessary, mount and carry the same in safe and sound condition from the ICD to the Port.

g) To arrange suitable type of road vehicles for transportation of containers from the ICD to railway station, under Customs escorts whenever necessary, for transportation under rail plus road mode, mount the same in safe and sound condition on rail wagons for delivery at Port.

h) The Contractor shall provide Manager (ICD) details of container to be transported under rail plus road mode.

i) The Contractor shall provide Manager (ICD) documentary proof like RR or Tally Sheet with respect to container loaded on rail wagons for transportation under rail plus road mode.

j) To furnish such guarantees as the Corporation may require for obtaining the permission from Customs for movement of Customs sealed export containers to the Port for export. In case the Corporation is required to furnish any bank guarantee in this behalf, the Contractor will have to furnish back to back bank guarantee from such branch of nationalised bank as advised by the Corporation and to such extent as may be decided by the Corporation.

k) To hand over the above container in safe and sound condition, as instructed by the Corporation, to the concerning authorities at the Port with locks and seals intact and obtain EIR from the Port.

l) To deliver to the respective Shipping Lines the relative documents pertaining to the container including N forms duly passed in triplicate along with a photocopy of the log entry in the Port records. Any in-transit formalities like N

*Signature of the Tenderer:_______________*
form clearance etc shall be complied with by the Contractor at his own cost. The documents shall be delivered on the day of arrival of the container and this shall be confirmed to the Manager (ICD) by fax/email.

m) To obtain in writing the proof of handing over the loaded container to the Port showing clearly the date and time on which the container was handed over and courier the same to the Manager (ICD). Log receipt, EIR or/and any other specified document shall be collected and provided to the Manager (ICD).

n) To provide suitable machinery and equipment necessary for smooth and speedy operations and all incidental services required during continuity of operations. No extra remuneration will be payable in respect of these.

o) The operations under this head shall be deemed to be continuous and form one unit irrespective of the time lag between different operations.

p) In case of any damage to the seals, locks on container or any pilferage, theft or suspicion of the same, the Contractor shall follow the procedure as per the instructions of the Customs or other competent authorities.

3.1.3 Incidental Work

In the course of any of the operations, the Contractor shall be required to perform all or any of the following general duties for which no separate payment will be made.

a) Handling of containers in the manner required by RSIC/Customs whenever joint check is warranted due to defective seals, etc.

b) Moving/shifting of loaded and/or empty containers from one point to another within the ICD as deemed necessary for the convenience of handling traffic/facilitating terminal destuffing/stuffing. Contractor will provide the necessary trailers required for such a purpose.

c) Shifting/adjustment of containers loaded on road trailer face to face wherever necessary as directed by RSIC staff, locking/unlocking of twist locks at the time of loading/unloading of containers.

d) Sealing/riveting and desealing / deriveting the containers with suitable equipment/tools.

e) Taking inventory of containers in the ICD as and when required by the Manager (ICD).

f) Depositing of all waste materials, refuse, dust, sweeping and rubbish in dustbins or any other place earmarked by RSIC.

g) Keeping the ICD operational area and stack yard neat and tidy the Contractor will engage requisite staff for this purpose.

Signature of the Tenderer: __________________________
h) Shifting a container from one point to another for the purposes of adjustment, washing, cleaning or for facilitating container repairs within the ICD premises.

i) Opening and closing of doors and shutters of containers to facilitate loading and unloading of goods.

j) Proper cleaning, washing of the interior of containers before stuffing and after destuffing.

k) Ancillary works related to the above.

l) Weighment of all outward and inward cargo/container.

m) Any other shifting as directed by the Manager (ICD).

n) Any other incidental work as directed by the Manager (ICD).

1. Miscellaneous Operations

a) Apart from the supply of labour for import/export of container or other incidental operations, the Contractor may be required to supply casual labour on a short notice as per indent placed by the Manager (ICD) or any person acting on his behalf according to operational or administrative needs or needs of the circumstances or as required by the parties and permitted by the Corporation.

b) The Contractor may also be required to shift packages from one place to another within the ICD premises or load or unload them on or from road vehicles as per instructions of the Manager (ICD) on request of the parties or otherwise not as a part of any specified operation.

c) The Contractor may also be required to take over empty container from any Port and transport them by road to the ICD and stack them to the required high or do the reverse operation of transporting empty containers from the ICD to the Port. While taking over empty containers from the Port, the Contractor shall satisfy himself about the condition of container. Any damage, bulging etc. noticed in the container shall be brought to the notice of the Port authorities in writing failing which any claim from the concerned Shipping Line shall be to the account of the Contractor.

d) Lift on/Lift off of empty or loaded containers to or from the road vehicles within the ICD complex with the help of suitable mechanical equipment as per instructions of the Manager (ICD) on request of the parties or otherwise not as a part of any specified operation.

e) Shifting of empty or loaded containers from one place to the other within the ICD complex and/or stacking empty containers one above the other up to the required high as per instructions of the Manager (ICD) on request of the parties or otherwise not as a part of any specified operation.
f) The Contractor shall be liable for fumigation of godowns and as and when required shall also arrange for minor repairs of containers.

### 3.2 Benchmarks for Terminal Operations

The Contractor has to provide prompt and efficient service as per the following key benchmarks for various operations. In case of delay in executing any operation the Manager (ICD) may impose a penalty of Rs 100/- per operation per hour or part thereof for the operation which has not been completed in the time duration specified hereunder.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Operation</th>
<th>Time Duration (in hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Empty container loading on trailer/unloading from trailer</td>
<td>½</td>
</tr>
<tr>
<td>2.</td>
<td>Cargo stuffing in container (TEU)</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Cargo de-stuffing from container (TEU)</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>Loading of Laden container on trailer/ unloading of laden container from trailer</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Shifting of empty container within ICD</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>Unloading of export cargo from truck</td>
<td>1</td>
</tr>
<tr>
<td>7.</td>
<td>Removal of import cargo into truck</td>
<td>2</td>
</tr>
</tbody>
</table>

### 3.3 Commencement of Movement and Transit Time

3.3.1 In case of export loaded containers, the Contractor is expected to begin movement within 6 hours of issuing job order/handling over of documents.

3.3.2 In the case of movement of import loaded containers from the Ports, the Contractor is expected to immediately begin movement of containers from the time of getting Transhipment Permit.

3.3.3 The Contractor is expected to take the following transit time for transporting containers by road between the ICD and the Ports:

<table>
<thead>
<tr>
<th>Port</th>
<th>Transit time to be reckoned from the midnight of the day of handing over of documents/job orders/Transhipment Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mumbai/JNP</td>
<td>5 days</td>
</tr>
<tr>
<td>Kandla/Adani</td>
<td>4 days</td>
</tr>
<tr>
<td>Pipavav</td>
<td>5 days</td>
</tr>
</tbody>
</table>

Note: For the purpose of this Clause a day is a period of 24 hours from midnight to midnight. For example an export loaded container the documents for which are handed over on the first of a month must be delivered at JNP before the midnight of the seventh of that month. Similarly an import loaded container the transhipment permit for which is given at JNP on the first of a month must be delivered at the ICD before the midnight of the seventh of that month.

Signature of the Tenderer: ___________________________
3.3.4 In case of movement by rail plus road mode, the Contractor shall ensure that
the transit is completed within the time prescribed by Customs.

3.3.5 The proof of having handed over the export loaded containers to the Port must
be obtained by the Contractor in writing from the Port authorities showing
clearly the date and time on which the containers have been handed over at
the Port and the receipt will be sent by courier to the Manager (ICD)
immediately. In the event the container is required to be handed over to any
other specified entity at Mumbai/Kandla/Pipava/Adani, the Contractor shall
obtain EIR showing clearly the date and time of receipt of the containers and
send the EIR by courier to the Manager (ICD).

3.4 Unsatisfactory Performance and Consequences Thereof

3.4.1 The following shall constitute unsatisfactory performance under the Contract:
   a) Paras 3.2 to 3.3 above define the parameters of acceptable level of
      Services expected to be rendered by the Contractor and the penalties/fines
      associated with late compliance of orders and failure of the Contractor to
      maintain these levels. Any levies on the counts mentioned in these paras
      would tantamount to unsatisfactory performance. Further, depending on
      operational and commercial requirements, RSIC shall be free to determine,
      from time to time, the additional levels of satisfactory performance for
      various activities, which will be required to be carried out as fulfilment of this
      Contract. The Contractor shall at all times ensure that his performance is
      satisfactory, failing which RSIC shall be at liberty to get the affected work
      done through any other agency, at the risk and cost of the Contractor.
   b) Failure of the Contractor to accept any job orders on any day will amount to
      a serious failure under the Contract for which RSIC can levy penalties up to
      Rs 10,000/- (Rupees ten thousand) per day over and above the penalty
      mentioned above._
   c) Failure to handle (load/unload container on/from) road trailer/vehicle within
      two working hours of issue of job order/time of provision of trailer in case
      loading/unloading is required to be done on/from a private trailer not
      belonging to the Contractor, whichever is latter. Any delay beyond two
      working hours shall be penalised by a penalty of Rs 100/- per trailer per
      working hour or part thereof, subject to a maximum penalty of Rs 500/- per
      trailer per day or part thereof.
   d) Failure to provide road trailers for shifting loaded/empty containers to/from
      outside locations within three working hours of issue of job order. Any delay
      beyond this will attract a penalty of Rs 100/- per trailer per working hour or
      part thereof, subject to a maximum penalty of Rs 500/- per trailer per day
      or part thereof.

3.4.2 In addition to the penal charges payable as stipulated above for such failures
as enumerated in para 3.4.1(b) to 3.4.1(d) RSIC will be at liberty to take any
other action for unsatisfactory working, including but not limited to termination
of the Contract.

Signature of the Tenderer: ____________________
3.4.3 In the event of unsatisfactory service or any failure at any time on the part of the Contractor to comply with the terms and provisions of this Contract to the satisfaction of RSIC (who shall be the sole judge and whose decision shall be final), the Contractor shall be liable to be fined up to Rs 5,000/- (Rupees five thousand) on every single occasion on the sole discretion of RSIC. Further more in case of repeated failures/unsatisfactory performance on the part of the Contractor it shall be open for RSIC to terminate this Contract by giving a 7-day notice. In the event of such termination of the Contract, RSIC shall be entitled to (i) forfeit the Security Deposit as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary and (iii) recover from the Contractor any extra expenditure incurred by RSIC in getting the work done and damages which RSIC may sustain as a consequence of such action.

3.4.4 The Contractor shall be liable to be fined up to Rs 5,000/- (Rupees five thousand) on each occasion at the sole discretion of RSIC for any lapses, misconduct on the part of his employees, servants or workers in day to day operations and such fines will be recoverable from the bills of the Contractor.

3.4.5 The job order for loading/unloading of containers given by the Manager (ICD) up to 1830 hr on any day shall have to be complied with by close of the day. In case of failure, the Manager (ICD) can impose fine up to Rs1,000/- (Rupees one thousand) on single case basis and such fines will be recovered from the bills of the Contractor.

3.4.6 In case of a failure by the Contractor to carry out the job orders issued to him RSIC may go in for alternative arrangements at market rates and debit the Contractor in addition to the above penalties.

3.4.7 If the expenditure incurred in accordance with the above Sub-Clauses is more than the Security Deposit, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from money due to the Contractor by RSIC under this or any other contract or otherwise. The Contractor shall have no claim whatsoever against RSIC in consequence of such recoveries or termination of the Contract as stated above.

3.4.8 Notwithstanding anything contained herein above due to reasons beyond control of the Contractor e.g., riots, violence, calamities, fires etc. covered in the preview of “force majuere”, the Managing Director is empowered to consider waiver of above penalties either in part or full at his sole discretion as provided in Sub-Clause 4.15.2.

3.5 Conditions for Transportation of Containers

3.5.1 The Contractor shall exercise all care and precaution while transporting containers to avoid any damage or loss to the containers or cargo at any stage irrespective of the mode of transportation or handling. The Contractor shall be responsible for safety of the containers and cargo while in his custody failing which RSIC shall be at liberty to invoke the Bank Guarantee furnished by the Contractor. The Contractor shall not receive and transport any container whose

*Signature of the Tenderer:____________________*
original seals have been tampered with or whose contents appear to have been damaged/pilfered and will always act only on instructions of the Manager (ICD) in such cases.

3.5.2 The Contractor shall exchange the Equipment Interchange Receipt (EIR) each time handing over/taking over of containers takes place and examine the details given in the receipt and shall take necessary action accordingly.

3.5.3 When being transported by road, containers are subjected to forces and vibrations arising from braking, cornering, accelerations, road surface and wind. In order to prevent any movement of the container relative to the carrying vehicle, which might lead to injury to personnel or damage, the containers shall be supported and secured during transport as under:

a) The container shall be supported on the road vehicles on all four bottom corner fittings or by the intermediate load transfer areas in the base structure.

b) To ensure safe operations:

i) The position of the securing devices shall be readily apparent;

ii) The correct positioning of all securing devices shall be checked before placing containers onto or removing them from carrying vehicles;

iii) Any intermediate securing devices shall be retracted or removed; and

iv) Before the vehicle is moved and during transport the securing of the container shall be checked.

3.5.4 The Contractor shall ensure immediate replacement of a vehicle on its being involved in an accident, mishap, detention and/or impounding by concerned authorities, becoming out of order or road unworthy, etc for transportation of containers. In such eventualities, the Contractor shall inform the Manager (ICD) in writing without any loss of time. In case he fails to promptly substitute it by another vehicle in good working and presentable condition and in case alternative arrangements are made by RSIC for the transportation of containers, it will be at Contractor’s risk and cost till a suitable replacement is provided him. The decision of RSIC as to the extent of expenditure incurred and/or loss sustained by RSIC in this regard shall be final and binding on the Contractor. RSIC shall have the right to recover such expenditure and loss as sustained by it and RSIC shall recover the same from the Contractor.

3.5.5 In case of Contractor’s vehicle getting damaged whether by way of accident or due to any other reason whatsoever, it shall be his responsibility to get the same repaired at his cost and expenses, and RSIC shall not be liable either for the expenditure incurred by him on the repairs and/or on replacement of spare parts of such vehicles or in any other manner whatsoever.

3.5.6 In case of an accident in transit or for any other reason, if a container needs to be transhipped on to another vehicle/chassis en route, the transhipment shall be carried out by the Contractor at his cost and risk. The Contractor shall also

*Signature of the Tenderer:____________________
be liable to pay the compensation/claim in respect of short deliveries, if any, occurring due to such mishaps.

3.5.7 The vehicles deployed by the Contractor for carrying containers shall not be used for any other purpose or for carrying any other material except with the prior written permission of RSIC. In case of violation of this Clause, the Contractor shall be liable to pay a penalty as fixed by the RSIC.

3.5.8 The Contractor shall have to pay, at his cost all types of taxes as per the Indian Railway Act, Motor Vehicles Act, statutory provisions, octroi duty or any other levies imposed by Central Government or different State Governments, local bodies etc. from time to time. The octroi duty payable on value of goods (wherever applicable as per law of the land) will be paid by him and recovered from consignor/consignee, as the case may be, directly.

3.5.9 The tractor-trailers should have necessary permits to move the containers across the interstate borders taking into account various traffic and other restrictions imposed by the concerned State Governments. This, however, is only an indicative and not an exhaustive list of all the steps which the Contractor shall be required to take in order to fulfil his Contractual obligations safely, efficiently and expeditiously.

3.5.10 RSIC shall have the right to change routes and increase or decrease the total mileage of routes from time to time.

3.5.11 Notwithstanding anything contained hereinabove, due to reasons beyond the control of RSIC e.g. riots, violence, calamities, fires, strikes by employees, lockouts, failure of electricity/machinery, non availability or inadequate availability of containers/cargo, RSIC shall have the absolute right to suspend handling/transportation on any day or number of days. In such a case, the Contractor shall have no right to claim from RSIC any compensation, damage, loss etc. whatsoever in connection with the suspension of work.

3.6 Transit Insurance

The Contractor shall arrange to have adequate transit insurance for each container/cargo being moved/handled by him. The transit insurance be sufficient to cover all the containers/cargo being transported by him at any given time.

3.7 Minimum Equipment to be Provided by the Contractor

3.7.1 For Handling Operations

a) The Contractor shall ensure that the following equipment is provided and is always available for terminal handling operations:

i) One 15/20 tonne crane for handling empty containers with proper spreader arrangement capable of stacking up to 3 high.

ii) One forklifts of 3 to 5 MT capacity.

Signature of the Tenderer: ____________________
iii) Any other equipment, attachment (for example, longer blades for forklifts), tools required for stuffing, destuffing, packing, unpacking, weighing etc.

iv) Electronic weighing machines of suitable capacity – one in each shed.

b) The Contractor shall make necessary arrangement for standby equipment against failures to ensure that the work does not suffer. Proper arrangement for servicing the equipment and dealing with break down etc. should also be made by the Contractor.

c) Minimum equipment mentioned above is just indicative. The actual requirement of the equipment may increase or decrease depending upon the volume of the traffic. The Contractor shall increase the equipment if the traffic volume increases or if so desired by the Manager (ICD). In case an additional crane is required to be deployed, a 15-day notice will be given. In case of failure to provide the additional equipment in stipulated time, penalty may be imposed.

3.7.2 For Transportation

a) The Contractor shall deploy minimum 20 to 25 road vehicles for transporting loaded and empty containers.

b) If at any time, it shall appear to the Manager (ICD) that the number of vehicles deployed/present is insufficient for the work to be performed, the Manager (ICD) reserves the right to ask the Contractor to increase the number of vehicles required at 12 hours notice. It will be the responsibility of the Contractor to fulfil all job orders issued within the required time period.

3.7.3 The minimum number of equipment and vehicles required for proper performance of the work at any time shall be determined by the Manager (ICD) and his decision in this regard shall not be called into question by the Contractor.

3.7.4 The Contractor must ensure that the number of road vehicles and handling equipment as mentioned above is always available for working and he provides stand by equipment in addition to meet with the requirements.

3.7.5 THE ABOVE SAID REQUIREMENT IS NOT EXHAUSTIVE, THE CONTRACTOR SHOULD ALSO PRODUCE ANY OTHER APPROPRIATE EQUIPMENT REQUIRED FOR CARRYING OUT ANY TYPE OF IMPORT AND EXPORT OPERATIONS.

3.8 Provisions for Vehicles and Handling Equipment

3.8.1 Road Vehicles

a) Road vehicles for transportation/stacking of containers would be in the form of tractor-trailer units each comprising of a prime mover and a trailer (chassis) fitted with container securing arrangements as stipulated below.

Signature of the Tenderer: __________________________

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b) Container securing arrangements (bottom corner fittings) on the trailer (chassis) shall be in accordance with the international standard “ISO 3874:1988(E)-Series 1 Freight Containers – handling and securing” relevant features of which are reproduced below.

“The chassis shall be fitted with twist-locks which may be either fixed or retractable and, in some cases, adjustable in height. Alternatively, securing cones with pinlock or securing guide with pinlock maybe used.”

c) Length of the chassis should be suitable for carrying one 40 ft container or two 20 ft containers. The container shall not project beyond the front or rear of the chassis.

d) The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate. Vehicles should not be more than five years old (date of registration to be guide in this regard) and these should be maintained as required by laws of the land from time to time.

e) The road vehicles may be inspected by RSIC from time to time with a view to ensuring their proper maintenance, etc and the Contractor shall have to comply with all such requirements as may be necessary in this regard.

f) The vehicles engaged by the Contractor shall be painted according to the specifications, design, colour scheme, requirement etc. as desired by RSIC from time to time.

g) All vehicles shall be comprehensively insured by the Contractor.

3.8.2 Handling Equipment

a) The Contractor shall ensure that he deploys the specified/required serviceable machinery and plant including handling equipment and vehicles at the ICD for execution of container and/or cargo handling operations. The Contractor should also make necessary arrangements for stand by equipment against mechanical and other failures to ensure that the work does not suffer.

b) All equipment shall be in good fettle and capable of handling containers in accordance with the relevant ISO standards stipulated for container handling.

c) All mobile equipment should be rubber tyred and the forklifts be painted in “Traffic Yellow” colour internationally approved for moving equipment.

d) Equipment utilising internal-combustion-engine shall not emit undue smoke and all of them shall conform to pollution control standards.

e) The Contractor shall, before commencement of operation, get all equipment inspected at the ICD by the Manager (ICD). In case any particular

Signature of the Tenderer: __________________________
3.8.3 The Contractor shall make arrangements for positioning of adequate equipment and trained personnel before the commencement of operations as per the Contract.

3.8.4 The Contractor should have required registrations and licences for the operations of the vehicles and handling equipment issued by the competent authorities. The Contractor shall also ensure that the vehicles are operated by experienced and qualified operators/driver according to the requirements of traffic authorities and dealing with various aspects of the laws of the land and the rules of R.S.I.C.

3.8.5 All arrangements for operations and maintenance inclusive of fuel and lubricants, operators, other requisite personnel, etc. shall be made by the Contractor at his own cost.

3.8.6 The Contractor shall make his own arrangements for repair and maintenance of all equipment and road vehicles deployed by him.

3.8.7 The Contractor shall have the absolute right to suspend handling on any day or number of days. In such a case, the Contractor shall have no right to claim from R.S.I.C. any compensation, damage, loss, etc. whatsoever in connection with the suspension of work.

3.8.8 No compensation shall be admissible to the Contractor in respect of the non-use or detention of any equipment or vehicle at any point of time during the Period of Contract.

3.8.9 In the event that the equipment is not found to be of adequate standard/performance before commencement of operation or at any time during the currency of the Contract, the Contractor shall replace the same to the satisfaction of R.S.I.C.

3.9 Provisions for Staff

3.9.1 The Contractor shall provide adequate number of trained supervisory staff and labour force at all the operational points to ensure proper handling and movement of containers and personnel with utmost expedition. He shall provide such number of supervisory services and personnel as is considered necessary by the Manager (ICD) and as is determined by R.S.I.C.

3.9.2 The Contractor shall provide at his own cost, all labourer and their employees with necessary tools, instruments, equipment, etc. for the effective and efficient discharge of the work contemplated in the Contract.

Signature of the Tenderer: _______________________

Period of Contract: 27
3.9.3 Only the minimum required labour to cope up with the work and keep up certain productivity norms for the gangs should be deployed. A work force of four labourers attached to each forklift operation should be capable of stuffing/destuffing a minimum of four containers per shift of eight hours. The deployment should be regulated according to these norms.

3.9.4 The Contractor shall provide, at his own cost, all the labourers and employees with necessary Identity Cards/distinctive badges which they shall display on their person to distinguish them from unauthorised persons.

3.9.5 Contractor shall be responsible for the proper and orderly conduct of his staff/workers whilst performing their duties as a part of this Contract and shall employ only such persons whose characters has been verified by police. He shall on demand, produce papers regarding police verification of any or all of his staff employed to work.

3.9.6 The Manager (ICD) shall be at liberty to object to and require the Contractor to remove forthwith from the terminal any person employed by the Contractor, if in the opinion of the Manager (ICD) such person is disobedient/insubordinate or mis-conducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by the Contractor at the ICD without the written permission of the Manager (ICD). Any person so removed shall be replaced by a competent substitute. The decision of the Manager (ICD) shall be final and shall not be questioned on any ground whatsoever.

3.9.7 No employee of the Contractor shall receive any tips, reward, or any type of charges from any person in consideration for any services rendered in the ICD complex. On failure to comply with this stipulation by any employees of the Contractor, the Contractor shall be required to remove such employee(s) on receipt of a formal communication from the Manager (ICD) or his authorised representative.

3.9.8 The loaders, supervisors and all other employees of the Contractor shall be subject to the security regulations of the Corporation including search by the security personnel of the ICD at the time of their departure from the ICD complex.

3.10 Container Tracking

The Contractor shall report the status of each container despatched from the ICD to the Port and from the Port to the ICD through fax, e-mail or any other means of communication from at least 2 transit points located on the route, at least once every day. The Contractor shall also inform about the arrival of each export loaded container at the Port and despatch of import loaded container from the Port. The arrival/despatch report should be sent by 12 noon every day.

3.11 Duties and Responsibilities of Contractor not covered elsewhere

3.11.1 The normal working hours of the ICD shall be from 10.00 a.m. to 5.00 p.m. but the Contractor may be required by the Manager (ICD) to work on any day.

Signature of the Tenderer: ____________________
including a holiday and for any duration of time after the normal working hours as per requirements and circumstances or when the traffic so demands.

3.11.2 The Contractor shall have to perform all the Services provided for in this Contract and also additional Services not specifically provided for in this Contract. Non-settlement of rates in respect of additional Services will not confer any right on the Contractor to refuse to carry out or render such Services.

3.11.3 The Contractor shall abide by all the rules and procedures including all the directions laid down by the Corporation or Manager (ICD) on its behalf and/or the Customs and follow all the instructions given to him by the Manager (ICD) or any officer acting on his behalf and which are not inconsistent with the terms and conditions of the Contract. Decision of the Manager (ICD) or any officer acting on his behalf shall be final in the matters of proper performance of the operations.

3.11.4 The Contractor shall ensure that delicate/fragile/sensitive cargo or packages are handled carefully and as per the direction given on the packages/baggage or as per the directions of Manager (ICD) or exporter/importer or their agents.

3.11.5 The Contractor shall be responsible to take care and secure the cargo within the sheds or in open before and after the Customs examination till it is delivered to the importer or is stuffed in the nominated container for export.

3.11.6 Ordinary packing material shall be provided by the Contractor.

3.11.7 All account books/papers and documents pertaining to the operations carried out in connection with the Contract whether prepared by the Contractor on his own or in pursuance of the instructions laid down in the Rules or Procedure of the ICD shall be open for inspections, audit and counter signature by the Manager (ICD) or any officer acting on his behalf including the Accounts and Audit Officers of the Accountant General of Rajasthan. The Contractor shall be responsible to produce the same at such time and place as may be directed by the Manager (ICD).

3.11.8 All transactions between the Contractor and third parties who are in no way connected with the clearance of containers/cargo packages from the ICD shall be carried out as between two principals without reference in any case to the Corporation. The Contractor shall also explain the position to the third parties.

3.11.9 If the Corporation is made to give any guarantee of any kind to the Customs or any other agency, the Contractor shall be required to furnish, the same kind of guarantee to the Corporation, immediately.

3.11.10 The Contractor will be required to sign as surety for the Corporation on the Continuity Bond of adequate value to be executed with the Customs for safe transhipment of container by road or rail plus road mode from the Port or any other designated area in the port town to the ICD and vice versa.

Signature of the Tenderer:____________________
3.11.11 The Contractor shall not use any equipment, deployed by him for handling and carrying containers, for any other purpose or for carrying any other materials except with the prior written permission of RSIC. In cases of violation of this clause, the Contractor shall be liable to pay a penalty of Rs 5,000/- (Rupees five thousand) only in each case.

3.11.12 The Contractor shall prepare and furnish details, documents, information etc as per the prescribed formats and at such intervals as directed by the Manager (ICD) or requested by ICD users for the betterment of the service rendered to the shippers through the ICD.

3.11.13 The Contractor shall always act and conduct himself in a business like manner in carrying out his activities.

Signature of the Tenderer: ____________________________

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4. GENERAL CONDITIONS

4.1 Postal Address for Communication

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

4.2 Acceptance of Tender

4.2.1 The authority for acceptance of the Tender documents will rest with the Competent Authority of the Corporation who does not bind himself to accept the highest or any other Tender, nor does he undertake to assign reasons for his decision in this matter.

4.2.2 Acceptance of the Tender will be communicated by fax/telegram/letter which would be deemed to conclude the Contract.

4.2.3 The Tender documents in which the Tender is submitted by a Tenderer shall become the property of RSIC and RSIC shall have no obligation to return the same to the Tenderer.

4.2.4 Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Tenderer who resorts to canvassing will be liable for rejection.

4.2.5 On acceptance of the Tender, the name of accredited representative(s) of the Tenderer, who would be responsible for taking instruction from RSIC, shall be communicated to RSIC within two working days.

4.3 Execution of Contract Document

The Tenderer whose Tender is accepted shall be required to appear at the Corporate Office of RSIC in person or, if the Tenderer is a firm, company or a corporation, a duly authorised representative shall so appear and execute the Contract documents within twenty-one days of the date of issue of communication from RSIC and start the work immediately. Failure to do so shall constitute a breach of the Contract concluded by the acceptance of the Tender.

4.4 Status of the Contractor’s Authorised Signatory

4.4.1 The Contractor shall nominate a person in whose hands the management and control of the work relating to the Contract during the tenure of the Contract would lie. The person so nominated shall be deemed to have power of attorney from the Contractor. And the Contractor shall be bound by his/her acts and representations in all respect.

4.4.2 The Contractor shall not, during the currency of the Contract, make without the prior approval of the Corporation, any change in the constitution of the firm as declared by him in the Tender. The Contractor shall notify to the Corporation

Signature of the Tenderer: ____________________
the death/resignation of the partners/directors immediately on the occurrence of such an event. If the Contractor fails to notify such an event or the Corporation do not approve the change in the constitution of the firm, the Corporation shall have the right to terminate the Contract.

4.5 Earnest Money Deposit

4.5.1 The Tender shall be accompanied by an Earnest Money Deposit of Rs 2,00,000/- (Rupees two lacs) without which the Tender will not be considered. The amount should be deposited through bank draft/banker's cheque drawn in favour of “The Rajasthan Small Industries Corporation Limited” payable at Jaipur. The bank draft / banker's cheque should be placed in a separate cover marked as “Earnest Money Deposit” as provided in Clause 2.3.2(c). The Earnest Money is towards the undertaking by the Bidder that the Bidder will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RSIC.

4.5.2 The Earnest Money in respect of those Bidders who are not taken as qualified on the basis of "Eligibility Criteria" will be returned. The envelope superscribed "Financial Bids" will also be returned without opening. The Earnest Money will be refunded to other unsuccessful Bidders as soon as possible after decision on Tenders and award of Contract to the successful Bidder. For the successful Bidder, the Earnest Money deposited by him will be adjusted against Security Deposit.

4.5.3 The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:

a) When the Bidder withdraws or modifies the offer after opening of the Tender but before acceptance of the Tender.

b) When the Bidder does not execute the agreement within the specified period.

c) When the Bidder does not deposit the Security Money after the Contract is given.

4.5.4 No interest will be payable on the Earnest Money Deposit in any case.

6. Security Deposit

4.6.1 The successful Bidder shall furnish a Security Deposit of Rs 5,00,000/- (Rupees five lac) within one week of the acceptance of his Tender, failing which the Earnest Money Deposited mentioned above will be forfeited in full and the Contract shall be liable to be cancelled at his risk and cost subject to such other remedies as may be available to the Corporation under the terms of the Contract. This amount shall be deposited with the Corporation in the form of a bank draft, drawn in favour of “The Rajasthan Small Industries Corporation Limited” payable at Jaipur. The Earnest Money will be adjusted against the Security Deposit.

Signature of the Tenderer: ____________________
4.6.2 If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Contract and a fresh Security Deposit will be required to be furnished.

4.6.3 The amount of Security Deposit may be increased or decreased by the Managing Director at any time during which the Contract remains in force on the grounds of unexpected rise or fall in the business, quality of the Services rendered by the Contractor, inadequacy of the Security already deposited or on any other ground which makes the increase or decrease in amount of Security Deposit necessary.

4.6.4 Any amount of dues of the Corporation standing against the Contractor shall be deducted from the Security Deposit, or from any other amount payable to the Contractor, including other contracts. In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable the Contractor shall pay to the Corporation on demand the remaining balance due.

4.6.5 Whenever the Security Deposit falls short of the specific amount, the Contractor shall make good the deficit so that the total amount of the Security Deposit shall not at any time be less than the specified amount.

4.6.6 The Security Deposit may be forfeited if the Contractor leaves the Contract before the expiry of the Period of Contract or if he puts the Corporation to a financial or other loss by his conduct or otherwise or if he breaches any of the terms and conditions of the Contract or for any other reason by which he renders himself a persona non grata for the Corporation.

4.6.7 The Security Deposit shall be refunded to the Contractor six months after the successful completion of the Contract and issuance of a “No Dues Certificate” by the Manager (ICD). However, even if there is any delay in refunding the Security Deposit, the Contractor will not be entitled to any interest.

4.6.8 No interest shall be paid on the Security Deposit or any other amount withheld for any reason or lying with RSIC in any form under the Contract.

4.7 Bank Guarantee

4.7.1 The successful Bidder shall furnish an irrevocable bank guarantee of Rs. 10,00,000/- (Rupees ten lac) drawn on a nationalised / scheduled bank at Jaipur payable to “The Rajasthan Small Industries Corporation Limited” as per specimen at Annex - 2 to cover any loss or damage caused to or suffered by RSIC due to any damage/loss to container and/or cargo or on account of any claim due to such damage/loss by reason of any failure on the part of the Contractor to handle/carry container/cargo safely in contravention of the terms and conditions of this Contract. In the event of such loss or damage, Corporation shall have the right to invoke the bank guarantee without any reference to the Contractor or the bank.

Signature of the Tenderer: ____________________
4.7.2 The bank guarantee shall be valid not only for the entire period of the Contract but also for a minimum period of one year after the completion/termination of the Contract till the settlement of any dispute under arbitration/court, if any, of the Contract to satisfy the claims, if any, of the Corporation against the Contractor.

4.7.3 Further, the successful Bidder shall have to indemnify the Corporation against any loss arising out of non-performance, mal-performance or malfeasance of the Contractor in discharge of his functions in the capacity of the Contractor.

4.8 Volume of Work

4.8.1 No definite quantum of work can be guaranteed. The description of the work given in Chapter 3 or in these terms and condition is only illustrative and not exhaustive. It shall not be the cause of any dispute about the nature and extent of the operations. The nature and extent of the work is and shall remain subject to variations and adjustments depending upon the actual requirements. Any variation, addition and/or omission in the items of the work to be actually carried out shall not form the basis of any dispute and shall not give rise to any claim of compensation.

4.8.2 The volume of traffic is likely to fluctuate (increase or decrease) and the Contractor should note that no claim for compensation arising directly or indirectly out of such fluctuation in the volume of traffic to be handled during the currency of Contract shall be entertained.

4.8.3 No assurance is also given about any item of work at any time during the currency of the Contract. Mere mention of any item of work in this Tender does not by itself confer a right on the Contractor to demand that the work related to all or any item thereof should necessarily or exclusively be entrusted to him. It be clearly understood that no guarantee is given that all the items of the work given in Chapter 3 will be required to be performed by the Contractor.

4.8.4 The Corporation will also have the right to make panel of one or more Contractors for any or all the Services or to divide the work in between such Contractors in any manner that the Corporation may decide and no claim shall be against the Corporation by reason of such division of the work.

4.9 Period of Contract

4.9.1 At the initial stage, the Contract shall be awarded for a minimum period two years or determination of custodianship of the Corporation, whichever is earlier, from the date of acceptance of the work order by the Contractor or such other date as may be mutually agreed.

4.9.2 The Contract may be extended up to two more years at the sole discretion of RSIC. The Contract can also be extended for any period on the terms and conditions as mutually agreed. However, it will be obligatory on the part of the Contractor to continue to work on the same terms and conditions as the initial Contract even beyond the Period of Contract for at least four months or till a new contract is finalised whichever is earlier.

Signature of the Tenderer: ____________________
4.9.3 In the event the Contract is terminated by the Corporation for any reason earlier to the period specified above the Period of Contract shall be deemed to be for the time during which it remains valid in force.

4.10 Liability of the Contractor for claims on the Corporation

4.10.1 In the event of any fault or defaults on any particular day/days on the part of the Contractor in providing adequate equipment, vehicles, or personnel or to perform any of the Services mentioned herein efficiently and to the entire satisfactions of the Manager (ICD) who in his absolute discretion, without prejudice to other rights and remedies under this Contract, shall have the right to recover by way of penalty from the Contractor @ Rs.1000/- per day per reachstacker/crane; Rs.500/- per day per forklift; @ Rs.200/- per day per tractor trailer; and @ Rs. 200/- per day per default of other kind besides making temporary alternative arrangements to cope up with the work at the risk and cost of the Contractor who will be liable to compensate the Corporation for the consequential damages, if any. The decision of the Manager (ICD) on the question whether the Contractor has committed such a fault or has failed to perform any of the Services efficiently and also liability for payment of compensation and its quantum, shall be final and binding on the Contractor which shall be without prejudice to other rights and remedies available to the Corporation under the Contract.

4.10.2 If the Contractor fails to provide adequate number of vehicles, equipment, machinery or personnel or workman fails to provide any required service which may hinder the smooth functioning of the ICD or may effect adversely the reputation of the Corporation, the Manager (ICD) shall make temporary alternative arrangements to cope with the work at the cost and risk of the Contractor and shall also levy a penalty which may extend up to Rs. 5,000/- in each case of default depending on the circumstances of the case and the nature of default.

4.10.3 The Contractor shall be responsible for any detention of road vehicle due to insufficiency or failure of handling equipment, insufficiency of persons employed by him or due to neglect, carelessness, incompetence or dishonesty of labour or other person employed by him or for any other cause whatsoever and the Contractor shall be liable to pay penal charges @ Rs.100/- per TEU per working hour or part thereof, subject to a maximum penalty of Rs.500/- per TEU per day or part thereof after five hours free time granted from the time of placement.

4.10.4 The Contractor shall exercise all care and precaution and use proper equipment for handling and transportation of various types of containers and consignments to avoid any damage and/or loss to any container and/or cargo at any stage. The Contractor shall be responsible for the safety of the container and cargo while in his custody. He shall deliver at the ICD the container received by him and loaded in the road vehicle or rail wagon at the loading points with seals intact and without any damage to the container. In case of any damage to the container and/or cargo the Contractor will be responsible to make good losses as per the survey report finalised in presence of shipping

Signature of the Tenderer:____________________

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4.10.5 If a container is damaged during the course of handling and/or transportation (irrespective of the mode of transportation) by the Contractor, he shall be liable to repair it to the satisfaction of RSIC and the owners of the container. In case RSIC gets the container repaired, the repair charges (in full) will be deducted from his monthly handling bill.

4.10.6 In case of any shortage or damage and/or loss etc to goods for whatsoever reason and cause while the same are in the custody of the Contractor at the time of handling and transportation (irrespective of the mode of transportation) of the same, the Contractor shall be liable to make good to the Corporation the value of the goods including duty, penalties and fines as are leviable by the appropriate authorities for such shortage or damage or loss etc. In addition, if there is any reason for suspicion of collusion of the Contractor or his employee in such losses or damage the Manager (ICD) at his discretion may impose a penalty as deemed fit. The action taken by the Manager (ICD) will be final and binding on the Contractor.

4.10.7 In the event of failure of the Contractor to undertake the work after award of the Contract or resiling from the Contract during its currency, the Corporation shall have the right to get the work done at his risk and cost and the Contractor shall be liable to make good the loss, if any, suffered by the Corporation on this account. The Corporation shall also have the right to deduct the amount of such loss from any sum (including Earnest Money and Security Deposit) then due or which at any time thereafter may become due to the Contractor under this Contract or any other contract with the Corporation and to claim the balance amount from the Contractor.

4.10.8 The Contractor shall indemnify the Corporation against any loss, damage, destruction, or deterioration of cargo and/or containers on account of any delay in handling and/or transportation of containers or any delay in delivery of cargo or due to any negligence or default on his part and/or on the part of his employees or due to failure of equipment or due to non-availability of adequate safety aids with his employees or due to pilferage of cargo by his employees or also due to carelessness, negligence, misconduct of his employees. Any payment made by the Corporation of damage/claims to the shipping lines/shipping agents/users on account against any loss, damage, destruction, or deterioration of cargo and/or containers shall be recovered from the Contractor. The Contractor shall pay on demand without any demur all claims met, and also litigation expenses, if any, incurred by the Corporation immediately. The Corporation shall have the right to deduct the amount of such loss from any sum (including Security Deposit) then due or may become due to the Contractor under this Contract. The decision of the Manager (ICD) shall be final and binding on the Contractor in this regard.

4.10.9 Any overtime charges payable either to Customs or Port or to any such authority shall be paid by the Contractor on behalf of the Corporation and no claim whatsoever shall be against the Corporation on this account.

Signature of the Tenderer: ____________________
4.10.10 In case of delay in destuffing/stuffing the containers, in addition to the claims towards liquidated damages by the importers/exporters and shipping agents, the storage charges of the cargo/containers which would have accrued/would accrue to the Corporation will be deducted from any sum due to the Contractor.

4.11 Liability for Loss or Damage to Container and/or Cargo

The Contractor shall be liable to compensate RSIC in full for all damages and losses and claims in respect of damage to container and/or cargo, whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. The intention of this clause is not to supersede any union land of law.

4.12 Liability for Loss or Damage to the Property of RSIC

4.12.1 The Contractor shall be liable to compensate RSIC for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to RSIC, whether in his possession or not, through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

4.12.2 In case of damage to the property of the Corporation during any of the operations, the Contractor is liable for the cost of damage in addition to a penalty @ 10% thereon. The amount of damage will be deposited by the Contractor immediately failing which it would be recovered from his bills. The decision of Managing Director shall be final and binding on the Contractor in this regard.

4.13 Liability for Labour and/or Personnel engaged by the Contractor

4.13.1 All labour and/or personnel employed by the Contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed.

4.13.2 The Contractor shall not employ any person/labour below the age of 15 years. The Contractor shall indemnify the Corporation from and against all claims and penalties which may be suffered by the Corporation or any person employed by him by reason of any default on the part of the Contractor in complying with the provisions of the Employment of Children Act, 1938 or any re-enactment or modification of the same.

4.13.3 The responsibility to comply with the provisions of the various labour laws of the country such as the Factories Act, 1948; the Payment of Wages Act, 1936; the Workmen’s Compensation Act, 1923; the Employees Provident Fund Act, 1952; the Maternity Benefit Act, 1961; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Bonus Act, 1965; the Payment of Gratuity Act, 1972; the Equal Remuneration Act, 1976 or any other Act to the extent they are applicable to his establishment/workmen, will be solely that of the Contractor.

4.13.4 The Corporation shall be fully indemnified by the Contractor against all the payments, claims and liabilities whatsoever incidental or directly arising out of or in compliance to or enforcement of the provisions of the above said Acts or similar other enactment of the country as they are at present or as they would be at any time hereafter be lawfully enacted.
stand modified from time to time, to the extent they are applicable to his establishment/workmen.

4.13.5 The Manager (ICD) shall have the right to deduct from any money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages which are not authorised or justified by the terms of the Contract or non-observance of the Rules, Regulations and or by way of fulfilment of any obligations on the part of the Contractor for strict observance of the provisions of the aforesaid laws.

4.13.6 In case of any injury to any labour or other personnel engaged by the Contractor during his being on duty or at work, the Contractor shall provide adequate medical facility to such injured personnel and shall also pay an adequate compensation in terms of money or otherwise to the personnel or his family members, which will be decided by the Managing Director of the Corporation in consultation with the Contractor.

4.13.7 The Manager (ICD) shall allow the Contractor, his agents or representatives or employees to enter into the ICD premises for the sole purpose of rendering the Services for RSIC. The Contractor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the Services. However, it is clarified that the employees of the Contractor shall be deployed in the operational areas only. The Contractor’s employees without assigning job shall under no circumstances enter the ICD premises.

4.13.8 The Contractor shall maintain detailed record about the names, address both local and permanent and three copies of passport size photographs of each of the supervisors, loaders and other workers employed by him. The Contractor shall provide photo identify cards to the employees employed in supervisory capacity and badges to the other class of workers which they shall display on their left arms and only on that basis they will be allowed entry in the ICD premises. Any short term or casual appointments of any personnel shall be made only after giving intimation to the Manager (ICD). No person whose work is not satisfactory in the eyes of the Manager (ICD) or whose antecedents are doubtful, or who has been found guilty of corrupt practices or of accepting tips or bribe shall be engaged by the Contractor. Decision of the Manager (ICD) shall be final and binding in these or other administrative matters. The Contractor should also furnish the details of employees engaged by him to the nearest police station. All the employees of the Contractor will be subject to the security check including search at the time of entry and departure from ICD. They shall also be required to sign in a register at the time of entry and departure. The Contractor shall ensure that all his employees, while on duty, are always in neat and clean and properly washed and ironed dress. In case the Contractor fails to comply with the provisions under this clause, the Manager (ICD) will be free to do the needful at the Contractor’s risk and cost and recover the amount from the Contractor.

Signature of the Tenderer: ____________________
4.13.9 If the Manager (ICD) demands the Contractor for removal of any of his employees, the Contractor shall do so forthwith. The decision of the Manager (ICD) shall be final and binding on the Contractor. The Corporation shall in no way be liable for any consequences of such removal for which the Contractor will be fully responsible.

4.13.10 In complying with the said enactment or any statutory modifications thereof the Contractors shall also comply with or cause to be complied with the labour regulation/enactment made by the Government of Rajasthan/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and unauthorised deductions, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.

4.13.11 In every case in which by virtue of the provisions of the Sub-Section (1) of Section 12 of the Workmen’s Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the Contractor in execution of the Contract, the Corporation will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under Sub-Section (2) of Section 12 of the said Act. The Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Corporation to the Contractor whether under this Contract or otherwise.

4.13.12 In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the Contractor in execution of a Contract or to incur any expenditure in providing welfare and for health amenities required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the Corporation will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the Corporation under Sub-Section (2) of Section 20 and Sub-Section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act. The Corporation shall also be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Corporation to the Contractor, whether under this agreement or otherwise.

4.13.13 The Corporation shall not be bound to contest any claims made against it under Contract Labour (Regulation and Abolition) Act or Workmen’s Compensation Act or any other similar Act, in respect of the contract labour.

4.13.14 The Contractor, where required shall obtain a valid licence under the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the Contract.

Signature of the Tenderer: __________________________
4.13.15 The Contractor shall pay to the labour employed by him either directly or through Sub-Contractors, wages at the rate not less than the “minimum rates of wages” notified by the Government of Rajasthan or as per the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, wherever applicable.

4.14 Payment of Wages to Workers

The Contractors shall pay, not less than the minimum wages, to the workers engaged by him on either time rate basis or piece rate basis. The minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by the appropriate authority, from time to time. The Contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of Unpaid Wages and Register of Fines and Deductions giving the relevant particulars.

4.15 Deductions, Set-Offs, Penalties, etc. (in case of loss, damage, violation of discipline, etc.)

4.15.1 Any sum of money due and payable to the Contractor (including Security Money returnable to him) under this Contract may be appropriated by the Corporation and set off against any claim of money arising out of or under any other contract made by the Contractor with the Corporation.

4.15.2 For seeking any relief or waiving of liquidated damages under this Contract, the Contractor shall have to inform about the contingency at once. Decision regarding any relief or waiver of penalty may be taken by the Managing Director depending on the reasons and circumstances of each case.

4.16 Remuneration and Payments

4.16.1 The Contractor may also be asked to provide additional Services not specifically provided for in this Contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional Services, the decision of Managing Director, RSIC will be final and binding and non-settlement of the rates for additional Services will not confer any right upon the Contractor to refuse to carry out or render such Services.

4.16.2 Payments will be made on the basis of share in revenue submitted by the Contractor to the Manager (ICD). The bills shall be submitted in triplicate with its supporting documents. The certificate of the Manager (ICD) as to the sum payable to the Contractor, for the work carried out by him under the terms of the Contract, shall be final and binding on the Contractor.

4.16.3 The bills shall be prepared on monthly basis and should be submitted within next 30 days of the completion of the month. It shall be settled within 15 days in ordinary course. If any continuous operation is not completed for any reason within 30 days, the bills shall be presented for part services completed.

Signature of the Tenderer: ____________________
4.16.4 If the Corporation fails to make payment of a bill within 15 days of its presentation, 75% of the amount claimed in the bills shall be paid without scrutinising the claim, on the recommendation of Manager (ICD) subject to adjustment of this amount on final clearance of the bill. Payment shall be made after deducting security amount, sales tax, income tax, penalties and other charges, if any.

4.16.5 On account payment up to the extent of 75% of the value of the work done can also be made to the Contractor if he fails to submit his bill on account of operational difficulties; labour problems etc on the recommendation of Manager (ICD).

4.16.6 No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.

4.16.7 A claim for remuneration for the functions performed under this Contract shall be made by the Contractor within three months of such Service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof.

4.16.8 No claim in respect of under-payment to the Contractor shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by RSIC.

4.16.9 In case of any dispute the decision of the Manager (ICD) and on his reference, the decision of the Managing Director shall be final.

4.17 Termination of Contract

4.17.1 The Contract shall terminate in the following cases:

a) On expiry of its time period unless renewed in a proper manner.
b) If the Contractor has been declared insolvent, or going into liquidation or winding up his business.
c) If Contractor is found guilty of gross misconduct, malpractice or misbehaviour.
d) In case of continuous breach of the terms and conditions of the Contract, violation of the ICD Manuals, Rules or procedure or non-compliance of the instructions of Manager (ICD).
e) In case of unsatisfactory Services.
f) In the interest of the Corporation.
g) If the Corporation does not need his Services any more.
h) For any other reason mentioned in the terms and conditions as specified in this document.

4.17.2 In case of Sub-Clause (a), (b), (c) of Clause 4.17.1, the Contract will terminate summarily and no notice shall be required. In case of Sub-Clause (d) and (e) of Clause 4.17.1a short 7-day notice shall be given. In all other cases the Corporation shall give a 30-day notice. In case the Contract terminates on

Signature of the Tenderer: __________________________
account of any default on the part of Contractor his Security Money Deposit will be forfeited, and work shall be got done through other parties at the cost and risk of the Contractor for the remaining period of the agreement.

4.17.3 The Contractor shall have no right to terminate the agreement under any circumstances. If he discontinues the work before the expiry of the agreement, the Corporation will be entitled to get the work done from any other agency at the risk and cost of the Contractor for the remaining period of the agreement.

4.17.4 The termination of the agreement under this Clause or any other Clause shall not be deemed to prejudice or affect the claim or any right of indemnity which the RSIC may have against the Contractor in respect of any breach of any of the conditions of the agreement prior to its termination.

Arbitration

4.18.1 All disputes and differences arising out of or in any way concerning this Contract, shall be referred to the Managing Director himself, herself or his or her nominees for the sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he has dealt with the matters to which the Contract relates and that in the course of his duties. As such arbitration shall be final and binding on the parties to the Contract. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, retirement from services, suspension or for any other reason whatsoever, the Managing Director shall nominate another person to take over his function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitrator shall give reasons for the award.

4.18.2 Any demand for arbitration in respect of any claim(s) of the Contractor shall be in writing and made within one year of the date of termination or expiry of the Contract or the arising of disputes or differences, failing which the claim(s) of the Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the Contract.

4.18.3 The venue of arbitration shall be Jaipur.

4.18.4 The work, under the Contract shall, if not impossible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

4.18.5 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.

4.18.6 The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

Signature of the Tenderer:  

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4.19 Special Conditions

4.19.1 MGT quoted to RSIC by the Contractor and other terms and conditions of the Tender shall be kept confidential and will not be made available to any third party.

4.19.2 The Contractor will not on his own or in collaboration with some other party operate a CFS or ICD in any location in Rajasthan for a specified period of time to be mutually agreed upon.

4.19.3 The Contractor will not offer his Services to any other CFS or ICD located in Rajasthan during the tenancy of the Contract.

4.20 Subletting not Allowed

The Contractor shall not sublet, transfer or assign the Contract or any part thereof, without the previous written approval of RSIC. In case the Contractor contravenes this condition, RSIC shall be entitled to place the Contract elsewhere at the cost and risk of the Contractor and all expenses borne on this account shall be recovered from him.

4.21 Deduction towards Income Tax at Source

Deduction of Income Tax at source will be made from the moneys payable to the Contractor against the bills for the work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

4.22 Notice etc

Save as otherwise provided, all notices to be issued and action to be taken for an on behalf of the Managing Director shall be issued or taken on his behalf by the Manager (ICD). The Contractor shall furnish the names, designation and address of his authorised representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

4.23 General

4.23.1 Any other matter not covered anywhere in these terms and conditions shall be decided by making a reference to the Managing Director and his decision shall be final in this respect.

4.23.2 Any clarification in regard to the meaning or intent or interpretation of any of the provision of these terms and conditions required on any point shall be sought from the Managing Director whose decision in the matter shall be final and binding.

Signature of the Tenderer: ____________________
4.23.3 In case of any typographical or grammatical error, lapse or ambiguity, the interpretation most commonly understood or best suited to the Corporation shall be applied.

4.23.4 If it is necessary to institute any legal proceedings by any of the parties (the Corporation or the Contractor) the same shall have to be lodged in a court situated at Jaipur, Rajasthan and not else where.

All terms and conditions contained in page 1 to 44 along with their sub-paragraphs have been read carefully, understood and accepted.

Signature of the Tenderer: ______________________

Signature of the Tenderer: ______________________
5. CONTENTS OF THE BID

The Tender is required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. none of the folios of the Tender Documents including the Annexes should be detached and retained by the Tenderer. Each folio of the Tender Documents shall be signed by the Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf.

5.1 The Bidder should carefully examine the following requirement. He should truthfully furnish the information, documents and certificates in Cover No. 1 superscribed “Documents in support of Eligibility” for determining technical competency of the Bidder to execute the Contract. Furnishing wrong or false information, documents or certificates shall render the Bidder ineligible and his EMD forfeited. RSIC will also be at liberty to initiate legal action.

5.1.1 The Bidder shall provide the following information regarding his firm:

a) Corporate domicile, address for communication place and date of incorporation and copies of the Memorandum and Articles of Association (Partnership Deed in case of partnership concern).

b) Summary of the primary business activities.

c) Profile (qualifications/experience) of key senior executives.

5.1.2 In order to facilitate and in the interest of objective assessment of the financial standing of the Bidder, copies of audited financial statements for the last three years should be submitted. This will include Balance Sheets, Income and Expenditure statements, cash flow statements and the corresponding exhibits and Auditors’ notes.

5.1.3 The Bidder will also provide a note as regards his financial standing.

5.1.4 The Tenderer must furnish the following documents/certificates along with the Tender:

a) Experience Certificates issued by a competent authority indicating the number of containers handled and transported at any ICD/CFS/Port during 2006-07 and 2007-08, 2008-09

b) A certificate from the Bankers about financial status and credibility showing the solvency position.

c) Constitution of the firm, if the Tenderer is not a sole proprietary concern, for partnership firm a copy of the partnership deed, for a registered company, its Memorandum and Articles of Association.

d) Latest Income Tax Return along-with (audited) balance sheet, Profit & Loss Account and audit report, if accounts are audited by a Chartered Accountant.

Signature of the Tenderer: ____________________
In case of unaudited accounts, copy of latest Income Tax Return along-with unaudited balance sheet and Profit & Loss Account for preceding three years.

e) The annual gross turnover of the company/firm for the last three years certified by a Chartered Accountant.

f) List of other similar contracts with the Bidder for container handling and transportation in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Client</th>
<th>Place of Operation</th>
<th>Work assigned to the Bidder</th>
<th>Date of commencement of work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


g) Details of equipment, vehicles and machinery owned and possessed on date of submission of the Tender such as reachstacker, mobile cranes, forklifts, road vehicles for transporting containers, spreaders and others appropriate equipment including attachments for forklifts for handling of various diversified type of packages in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Equipment/ Vehicle and Make</th>
<th>Year of Manufacture</th>
<th>Registration No.</th>
<th>Owned/ Leased/ Hired</th>
<th>Name in which Registered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


h) Details of arrangement made by the Tenderer for undertaking rail transportation of containers under rail plus road mode.

i) Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by Central/State Government and/or any Public Sector Undertaking.

j) Any other document showing the performance of the Tenderer.

k) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.

5.2 The proforma covering letter from the Tenderer at page 3-4 should be signed after deleting the portion not applicable to the Tenderer.

5.3 The Bidder shall fill in his financial offer in the format at Annex – 1 and enclose the Tender Documents in **Cover No. 2 superscribed “Financial Bid”**.

5.4 The Bidder shall enclose a banker’s cheque or demand draft towards Earnest Money sealed in (Cover No. 3) marked as “Earnest Money Deposit”.

5.5 All the above three packets should again be sealed in a single outer cover.
5.6 The inner and outer covers shall be addressed and marked as per Clause 2.3.2.

*Signature of the Tenderer: _____________________*
Minimum Guaranteed Throughput (MGT) must be quoted by the Bidder in the format at Table 2 given below.

## Table 1 Share in revenue between RSIC and Contractor

<table>
<thead>
<tr>
<th>“B.” Corporation’s Share</th>
<th>Amount in Rs.</th>
<th>“C” Contractor’s Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) 5% of the revenue earned from Transportation and/or handling of loaded/empty containers and/or cargo.</td>
<td>xxxxx</td>
<td>Balance amount after deducting Corporation share “B.” from Revenue “A” i.e. “A” – “B” = “C”</td>
</tr>
<tr>
<td>2) 50% of the revenue earned from Storage of cargo and containers in ICD.</td>
<td>xxxxx</td>
<td></td>
</tr>
<tr>
<td>3) Actual expenditure incurred on the following head by the Corporation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) Customs Cost Recovery</td>
<td>xxxxx</td>
<td></td>
</tr>
<tr>
<td>ii) RSIC staff monthly gross salary (Excluding fringe benefit e.g. PF contribution, Entertainment, TA, Medical etc) only for at most seven employees consisting of Manager, Shed Incharge Imports, Shed Incharge Exports, Gate Office Incharge, Cashier and 2 Peons)</td>
<td>xxxxxx</td>
<td></td>
</tr>
<tr>
<td>iii) Water and electricity charges</td>
<td>xxxxxx</td>
<td></td>
</tr>
<tr>
<td>iv) Telephone expenses</td>
<td>xxxxxx</td>
<td></td>
</tr>
<tr>
<td>v) Security expenses</td>
<td>xxxxxx</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL of “B” xxxxxxxxx  “A”-“B”=”C”

*Signature of the Tenderer:___________________*
Table 2: Quotation for Minimum Guaranteed Throughput

<table>
<thead>
<tr>
<th>Period*</th>
<th>MGT in Number of TEUs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-10</td>
<td></td>
</tr>
<tr>
<td>2010-11</td>
<td></td>
</tr>
<tr>
<td>2011-12</td>
<td></td>
</tr>
</tbody>
</table>

- The Tenderer may fill in the MGT for the full financial year, for calculating shortfall in MGT actual period after commencement of the Contract would be taken where work by the Contractor is done for part of the corresponding financial year. For example if the Contract commences in August, 2008, the period for MGT commitment would be reckoned as August 2008 to March 2009.

- The shortfall on account of MGT would be calculated and recovered from the Contractor’s share on monthly basis provisionally. This amount would be retained under a separate head and will be adjusted / credited on the basis of financial year MGT shortfall, if any.
Annex - 2

BANK GUARANTEE BOND

1. In consideration of The Rajasthan Small Industries Corporation Limited (hereinafter referred to as RSIC) with registered office at Udyog Bhawan, Tilak Marg, Jaipur 302 005 acting through the General Manager with office at Udyog Bhawan, Tilak Marg, Jaipur having agreed to permit M/s……………………………….. (hereinafter called the said Contractor) to handle and transport ISO freight containers at Inland Container Depot, Bhilwara on its behalf as custodians of the export/import cargo on the terms and conditions of the agreement dated……………… made between……………………….and…………………………………….on production of a Bank Guarantee for Rs 10,00,000/- (Rupees ten lac) only, we…………………………….. Bank, (hereinafter referred to as the Bank) do hereby undertake (an promise) to pay to RSIC an amount not exceeding Rs 10,00,000/- (Rupees ten lac) only against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or RSIC by reason of any failure or the Contractor to carry containers/cargo safely in contravention of the terms and conditions contained in the said agreement.

2. We…………………………………….,Bank, do hereby undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the General Manager RSIC, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by RSIC by reason of any failure of the said Contractor failure to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs 10,00,000/- (Rupees ten lac) only. The guarantee shall expire on …………………

3. We……………………………….Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of RSIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 12 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.

a) Notwithstanding anything to the contrary contained herein the liability of the bank under this agreement will remain in force and effect until such time as this guarantee is discharged in writing by RSIC or until the date of the expiry of the Contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof is given by the RSIC within 6 months from the date of aforesaid.

b) Provided that we……………………………………Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the

Signature of the Tenderer: ____________________
Government. If the guarantee is not renewed or the period extended on demand, we………………………….Bank shall pay to RSIC the full amount of the guarantee on demand and without demur.

4. We……………………………… Bank further agree with RSIC that RSIC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by RSIC against the said Contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any bearance, act or commission on the part of RSIC or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

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

6. We………………………………………..Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of RSIC in writing.

Date: ________________________________

Officer’s signature with Bank Seal

Signature of the Tenderer: ____________________________
Signature of the Tenderer: ____________________

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