

**THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD**  
(A Government of Rajasthan Undertaking)

e-TENDER

FOR

HANDLING AND TRANSPORTATION  
OF  
ISO CONTAINERS AND CARGO

at

INLAND CONTAINER DEPOT JODHPUR

Tender Document Cost: Rs 5,000/-(Non refundable)  
RISL Processing Fees: Rs. 1000/-(Non refundable)  
Earnest Money Deposited: Rs. 2,00,000/-(Refundable)

| S.No. | Schedule                     | Date       | Time  |
|-------|------------------------------|------------|-------|
| 1.    | Publishing Date              | 05.08.2013 | 13.00 |
| 2.    | Document Download Start Date | 05.08.2013 | 14.00 |
| 3.    | Document Download End Date   | 03.09.2013 | 18.00 |
| 4.    | Bid Submission Start Date    | 05.08.2013 | 15.00 |
| 5.    | Bid Submission End Date      | 04.09.2013 | 13.00 |
| 6.    | Bid Opening Date             | 04.09.2013 | 15.00 |

Head Office

Udyog Bhawan, Tilak Marg  
Jaipur 302 005

Tel: 0141-2227267  
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Website: [www.rajsico.gov.in](http://www.rajsico.gov.in)  
Email: [rajsico@rajsico.in](mailto:rajsico@rajsico.in)

Signature of the Tenderer: \_\_\_\_\_

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*Signature of the Tenderer:*\_\_\_\_\_

**Copy of NIT**  
**Dainik Bhasker 05.08.2013**



The Rajasthan Small Industries Corporation Ltd.  
(A Government of Rajasthan Undertaking)  
Udyog Bhawan, Tilak Marg, C-Scheme  
Jaipur-302005

Phone: 0141-2227267 ; Fax 0141-5115766

Website: www.rajsico.gov.in ; e-mail:rajsico@rajasthan.gov.in

**E-Tender BID Invitation NOTICE**

**HANDLING & TRANSPORTATION OF ISO CONTAINERS/CARGO**

RSIC invites online competitive BIDS for Handling and Transportation of ISO containers and cargo at ICD, Jaipur and Jodhpur. The Tender/Bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The interested bidders shall have to be enrolled/registered with portal of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for participating in the Bidding process.

- Tender Document Download Start Date 05.08.2013 & Time 2:00 PM and Download End Date 03.09.2013 & Time 6.00 PM
- Bid Submission Start Date 05.08.2013 & Time 3:00 PM and Bid Submission End Date 04.09.2013 & Time 1.00 PM
- Bid Opening Date 04.9.2013 & Time 3.00 PM
- Submission of Demand Draft of Tender Cost (including processing fees) and Earnest Money from Date 05.08.2013 & Time 2:00 PM to till 04.09.2013 & Time 3:00 PM

Tender shall be submitted along with earnest money and tender fees (including processing fee) separately for each ICD. For details visit our website: [www.rajsico.gov.in](http://www.rajsico.gov.in) or contact: AGM (EIS) on 0141-5115756

**Chairman & Managing Director**

Signature of the Tenderer with seal: \_\_\_\_\_

### **Terms & Conditions**

- (i) The Tender Document is not transferable under any circumstances.
- (ii) Tender shall be submitted online only through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
- (iii) No physical/offline Tender/bid shall be accepted
- (iv) The Earnest Money and Tender fee shall be in the form of Demand Draft / Banker Cheque of Schedules Bank drawn in favour of "The Rajasthan Small Industries Corporation Ltd.". payable at jaipur and shall be submitted in the office of the AGM(EIS), Uydog Bhawan, Tilak Marg, C-Scheme, Jaipur upto schedule date and time.
- (v) The Corporation reserve right to cancel the BID without assigning any reason to the Bidder or anyone else.
- (vi) The Service Tax & other taxes payable if any, under the contract shall be paid by the Bidder
- (vii) Conditional tenders and casual letters sent by the contractors will not be accepted.
- (viii) Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID online.
- (ix) The above terms & conditions of the Bids may also be seen on RSIC website [www.rajsico.gov.in](http://www.rajsico.gov.in). alongwith the BID invitation Notice.

*Signature of the Tenderer with seal:* \_\_\_\_\_

From:

To  
Chairman & Managing Director  
The Rajasthan Small Industries Corporation Ltd.  
Udyog Bhawan, Tilak Marg, Jaipur

Sub: Submission of e-tender for ISO Container for ICD Jodhpur

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 - 1 to the Tender Document, I/we hereby tender for working as Handling and Transportation Contractor at Inland Container Depot, Jodhpur for the remuneration as indicated in the Para 4.7.2./financial bid.

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.

Yours faithfully,

(Name and signature of the Authorised Signatory)

Tenderer's address:

Encl: as above

*Signature of the Tenderer with seal:* \_\_\_\_\_

## **1. GENERAL**

### **1.1 Overall Supervision and Control of ICD**

The Corporation, being the Custodian of the ICD at Jodhpur , shall exercise full supervision and control especially on revenue collection, pricing, billing and managerial & finance matters 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 decided by the Corporation on the basis of a market-based pricing policy. Tariff order will be issued by the Corporation. Market feedback will be provided to the Corporation by the Contractor regularly.

### **1.3 Receipt and Deposit 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 and deposited in RSIC account.

### **1.4 Remuneration to the Contractor**

The remuneration of the Contractor shall be computed in the manner prescribed in Para 4.7.2 of this Tender Document and will be paid as per 4.7.

### **1.5 Compliance with customs regulation and guidelines**

The Contractor shall fully comply with the circulars, guidelines and regulations issued by the department of customs from time to time and shall indemnify the Corporation against any penal action/other consequences of arising out of any non-compliance. A committee at ICD level headed by ICD Manager or any authorized officer and RSIC representative shall monitor and ensure compliance. The decision in case of violation shall vest with MD RSIC. Any default or dereliction or deviation shall incur penalty as determined in each case and also lead to termination of the contract (a copy of guidelines sent by commissioner customs vide letter dated 27.7.09 is enclosed at Annex 2 including the notification dated 17<sup>th</sup> March,2009) or any other guideline(s) issued from time to time by the corporation / custom authority.

1.6 The Contractor has submitted the bid after completely understanding the nature of contract, laws applicable and compliances required to be made.

*Signature of the Tenderer with seal:* \_\_\_\_\_

## **2. BIDDING PROCEDURES**

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### **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 **ASSISTANT 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 Rajasthan and SP-2 IInd Phase, Basni, Jodhpur.
- 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.

Signature of the Tenderer with seal: \_\_\_\_\_

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.

2.1.15 TEU (Twenty Feet Equivalent Unit ) shall mean the unit in which the volume of work shall be computed.

## **2.2 General Bidding Procedures**

Instruction to bidders for online submission of e-tender

2.2.1 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>

2.2.2 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate(type II or III) as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt,(n) code,etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688(Help Desk 10 AM to 6 PM on all working days) email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.

2.2.3 Bidder shall submit their offer ICD wise separately, on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted manually in the office of Tendering Authority(RSIC Ltd.) before scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.

2.2.4 Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.

2.2.5 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.

2.2.6 Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.

*Signature of the Tenderer with seal:* \_\_\_\_\_



**2.2.7 Bidders shall have to enter the documents in the “cover” as per the following order:-**

(A) In the fee Cover (in PDF/jpg format)

- a. Scanned copy of DD/Banker's Cheque for tender fee in favour of "The Rajasthan Small Industries Corporation Ltd.", payable at Jaipur
- b. Scanned copy of DD/Banker's Cheque for Earnest Money in favour of "The Rajasthan Small Industries Corporation Ltd.", payable at Jaipur
- c. Scanned copy of DD Cheque for Processing Fees in favour of MD, RISL payable at Jaipur

(B) In the Technical document cover (in PDF/jpg format)

**Scanned copy (signed & sealed ) of the following with supporting papers (except BOQ Sheet)**

- a) Experience Certificates issued by a competent authority/authorities indicating the number of containers handled and transported at ICD/CFS/Port.
- b) A certificate from the Bankers about financial status and credibility showing the solvency position for minimum Rs.1,00,00,000/- (Rupees One Crore ).
- 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, Cash-flow statements, Income and Expenditure Statements and audit report, if accounts are audited by a Chartered Accountant. In case of unaudited accounts, copy of latest Income Tax Return along-with unaudited balance sheet, Profit & Loss Account, Cash-flow statements and Income and Expenditure Statements for preceding three years.
- e) The annual gross turnover of the company/firm for the last two years certified by a Chartered Accountant.
- f) List of other similar contracts with the Bidder for container handling and transportation in ICD/CFS/Ports in the following format:
- 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 prescribed format.

*Signature of the Tenderer with seal:* \_\_\_\_\_

- 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.

(C) Financial Cover(.xls format)

The Bill of Quantity (BoQ) shall be upload after entering the rate/percentage in BoQ (Financial Bid) available with e-tender

Bidders shall enter name of the firm on BoQ Only

Bidders are requested not to edit or change any item or quantity.

Rates are to be filling only on BOQ(in .xls format) sheet only

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

**Special Note:**

All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Corporation shall not be responsible for any inconvenience in website and No extension in deposition of Tender/bid shall be allowed for any bidder.

**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.

**2.3 Conditions governing Submission of Bids**

**2.3.1 Eligibility Criteria for the Tenderer**

- (i) The Tenderer must possess 3 years experience in respect of Cargo and ISO Container handling and transportation at ICD/CFS/Port.
- (ii) The tenderer must have a positive net worth based on the latest completed financial year's Profit & Loss Account /balance sheet.
- (iii) The Tenderer should have a satisfactory track record of the past performance will be relevant consideration.
- (iv) The Tenderer must be of sound financial position and credibility showing solvency position (solvency for minimum 1 Crore or above).
- (v) 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 with seal: \_\_\_\_\_

**2.3.2 Documents to be attached with the Tender:**

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

- a) Experience Certificates issued by a competent authority/authorities indicating the number of containers handled and transported at ICD/CFS/Port.
- b) A certificate from the Bankers about financial status and credibility showing the solvency position for minimum Rs.1Crore in the prescribe format annex-3,
- 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, Cash-flow statements, Income and Expenditure Statements and audit report, if accounts are audited by a Chartered Accountant. In case of unaudited accounts, copy of latest Income Tax Return along-with unaudited balance sheet, Profit & Loss Account, Cash-flow statements and Income and Expenditure Statements 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 ICD/CFS/Ports in the following format:

| S. No. | Name of Client | Place of Operation | Type of Cargo / and Work assigned to the Bidder | Date of commencement work |
|--------|----------------|--------------------|---|---------------------------|
|        |                |                    |   |                           |

- 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:

| S. No. | Equipment/ Vehicle and Make | Year of Manufacture | Registration No. | Owned/ Leased/ Hired | Name in which Registered |
|--------|-----------------------------|---------------------|------------------|----------------------|--------------------------|
|        |                             |                     |                  |                      |                          |

- 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.

Signature of the Tenderer with seal: \_\_\_\_\_

l ) A pay order / demand draft No \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of RSIC of Rs,2,00,000/- (Rupees Two lakhs) towards Earnest Money Deposit. \_\_\_\_\_.

The Tenderer shall provide the following information regarding his firm:

- i) 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).
- ii) Summary of the primary business activities.
- iii) Profile (qualifications/experience) of key senior executives.
- m) Every Tenderer shall state in the Tender his postal address fully and clearly. Any communication sent to the Tenderer by post at be given address shall be deemed to have reached the Tenderer in time.
- n) The Tenderer should truthfully furnish the information, documents and certificates in Technical Cover 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 without prejudice to Corporation's right to seek any other remedy under law.

#### **2.3.3 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 90 days from the last date of "submission of Tenders".

Any prospective Bidder cannot withdraw his offer.

#### **2.3.4 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.

#### **2.3.5 Changes to Submitted Offers**

Any alteration, modification or change in the offers is not allowed.

#### **2.3.6 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.

*Signature of the Tenderer with seal:* \_\_\_\_\_

- 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 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. or in case of limited company the copy of resolution authorizing
- 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.

### 2.3.7 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.

*Signature of the Tenderer with seal:* \_\_\_\_\_

### 2.3.8 Opening of Offer

Cover No. 1 (Technical document cover) will be opened at 3 PM on ....., 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.**

### 2.3.9 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 2. 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 2.10
- 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.
- g) The Bids are incomplete or conditional.
- h) Does not meet the eligibility criteria laid down in Chapter 2 of this Tender Document.

Signature of the Tenderer with seal: \_\_\_\_\_

#### *2.4.2 Criteria for Evaluation of Financial Bids*

In the second stage, the cover 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 maximum revenue generation for RSIC as per financial bid i.e. minimum % offered by the tenderer in the financial bid.

*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 agree 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.

### **2.5 Acceptance of Tender**

- i) 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.
- ii) Acceptance of the Tender will be communicated by E.Mail/fax/telegram/letter which would be deemed to conclude the Contract.
- iii) 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.
- iv) 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.
- v) 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.

*Signature of the Tenderer with seal:* \_\_\_\_\_

## **2.6 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 all Contract documents and complete formalities within thirty days of the date of issue of communication from RSIC before starting the work. Failure to do so shall constitute a breach of the Contract concluded by the acceptance of the Tender.

## **2.7 Period of Contract**

- i) At the initial stage, the Contract shall be awarded for a minimum period of One year or determination of custodianship of the Corporation, whichever is earlier, from the date of commencement of the work by the Contractor or such other date as may be mutually agreed.
- ii) The Contract may be extended for one more years on mutual consent of both the parties. 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 three months or till a new contract is finalised whichever is earlier.
- iii) 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 validly in force.

## **2.8 Volume of Work**

- i) 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.
- ii) The volume of traffic may fluctuate (increase or decrease) for any reason 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.
- iii) 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.

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- iv) 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.

**2.9 Status of the Contractor's Authorised Signatory**

- i) 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.
- ii) 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 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 and get work done by any other company at the cost, risk and responsibility of the contract.

**2.10 Earnest Money Deposit**

- a. 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 Cover No. "A". 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.
- b. The Earnest Money in respect of those Bidders who are not taken as qualified on the basis of "Eligibility Criteria" will be returned. The "Financial Bids" will also be rejected 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.
- c. The Earnest Money will be forfeited in the following cases without prejudice to any further rights or remedies in this regard:
- i) When the Bidder withdraws or modifies the offer.
  - ii) When the Bidder does not execute the agreement within the specified period.
  - iii) When the Bidder does not deposit the Security Money after the Contract is given.
- d. No interest will be payable on the Earnest Money Deposit in any case.

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## 2.11 Security Deposit

- i) The successful Bidder shall furnish a Security Deposit of **Rs 10,00,000/- (Rupees Ten lacs)** 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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.
- vii) 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.

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viii) 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.

## 2.12 Bank Guarantee

- i) The successful Bidder shall furnish an irrevocable bank guarantee of **Rs. 20,00,000/- (Rupees Twenty lacs)** drawn on a nationalised / scheduled bank at Jaipur invocable at Jaipur and payable to “The Rajasthan Small Industries Corporation Limited” as per specimen at Annex - 1 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.
- ii) 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.
- iii) 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.

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### **3. SCOPE 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 for and on behalf of the Corporation in the capacity as an agent thereof in accordance with the instructions and guidelines of the Corporation:

##### *3.1.1 Import Operations*

- a) 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.
- b) 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.
- c) To 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.
- d) To complete all the formalities and perform incidental services required on the way during transit on behalf of the Corporation. Any demurrage wharfage or any other charges made or levied by any authority 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.
- e) To place the trailer/container at the specified place on its arrival in the ICD either in mounted condition or after dismounting.
- f) 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.

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- g) 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 arranged neatly. .
- h) 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.
- i) To destack and carry the cargo to be 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.
- j) 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 inform the Authorised Representative of the Corporation and shall take delivery only after completing all legal and procedural formalities as instructed by the Corporation/Authorised Signatory and taking adequate measures against financial and legal implications after getting due instructions from the Corporation in this regard.
- k) To remove and stack the container up to 4 'High' at the specified place after destuffing. 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 handle 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.
- 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.

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- 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) To Stuff 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. The container will be stuffed in a manner and loaded on the Trailer which does not cause damage to the container or cargo and instructions of the customs authority has to carried out.
- 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) To provide Manager (ICD) details of container to be transported under rail plus road mode.
- i) To 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 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 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.
- k) 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.
- l) The operations under this head shall be deemed to be continuous and form one unit irrespective of the time lag between different operations.
- m) In case of any damage to the seals, locks on container or any pilferage, theft during transit or suspicion of the same, the Contractor shall follow the procedure as required by the Customs or other competent authorities.

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### 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) Taking inventory of containers in the ICD as and when required by the Manager (ICD).
- e) Depositing of all waste materials, refuse, dust, sweeping and rubbish in dustbins or any other place earmarked by RSIC.
- f) Keeping the ICD operational area and stack yard neat and tidy. .
- g) Shifting a container from one point to another for the purposes of adjustment, washing, cleaning or for facilitating container repairs within the ICD premises.
- h) Opening and closing of doors and shutters of containers to facilitate loading and unloading of goods.
- i) Proper cleaning, washing of the interior of containers before stuffing and after destuffing.
- j) Ancillary works related to the above.
- k) Weighment of all outward and inward cargo/container.
- l) Any other shifting as directed by the Manager (ICD).
- m) Any other incidental works as and when required and as directed by RSIC.

### 3.1.4 *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.

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- 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.
- 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 through the Authorised Representative of the Corporation 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
- 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. .
- f) The Contractor shall be liable for fumigation of godowns and as and when required shall also arrange for minor repairs of containers.
- g) To provide adequate facility to the Customs escort.

#### 3.1.5 Procedure of Operations:

The Contractor shall carry out all the functions covered in the scope of services under the contract in accordance with the instructions, guidelines and procedure issued/prescribed by the Corporation from time to time. Further, while carrying out these functions. The Contractor shall also observe the guidelines issued by the Customs Department.

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### 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.

| S No. | Operation   | Time Duration (in hour) |
|-------|---|-------------------------|
| 1.    | Empty container loading on trailer/unloading from trailer                       | 1                       |
| 2.    | Cargo stuffing in container (TEU)   | 3                       |
| 3.    | Cargo de-stuffing from container (TEU)  | 3                       |
| 4.    | Loading of Laden container on trailer/unloading of laden container from trailer | 1                       |
| 5.    | Shifting of empty container within ICD  | 1                       |
| 6.    | Unloading of export cargo from truck  | 1                       |
| 7.    | Removal of import cargo into truck  | 2                       |

### 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/handing 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 Transshipment 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:

| Port         | Transit time to be reckoned from the midnight of the day of handing over of documents/job orders/Transshipment Permit |
|--------------|---|
| Mumbai/JNP   | 6 days  |
| Kandla/Adani | 5days   |
| Pipavav      | 6 days  |

However, in case of some urgency the Contractor shall transport the containers within the period specified by the Corporation for this purpose which may be less then the period mentioned above.

*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 transshipment 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.*

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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 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/the Contractor shall obtain EIR or any proof of arrival of container at Port showing clearly the date and time of receipt of the containers and send 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 required 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 and is in accordance with the parameters laid down in Clause 3.2 and 3.3 hereinabove, 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. In the event of such failure, the Corporation shall also be entitled to get the job-order done by any other agency at the cost and risk of the Contractor..

c) Delay in carrying out the functions mentioned in Para 3.2 within the time period mentioned therein may attract a penalty of Rs100/- per trailer per working hour or part thereof, subject to a maximum penalty of Rs 500/- per trailer per day or part thereof.

d)In the event of failure of the Contractor in transporting the containers by road between the ICD and the Ports within 7 days commencing from the midnight of the day of handing over of documents/job orders/Transshipment Permit. The Contractor shall also indemnify the Corporation for any claim of exporter/importer arising out of such delay.

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 legal action for unsatisfactory working, including but not limited to termination of the Contract.

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- 3.4.3 In the event of unsatisfactory service or any other 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 18.30 hr on any day shall have to be complied with by close of the day. In case of failure, the Manager (ICD) may 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 majeure", 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 4.6.2. In this regard, the decision of the competent authority of the Corporation shall be final which will not be arbitral.

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### **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 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 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.
    - 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.
- 3.5.3 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. In this regard the decision of authorised officer of the Corporation shall be final.

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- 3.5.4 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.
- 3.5.5 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 transshipment shall be carried out by the Contractor at his cost and risk. The Contractor shall also be liable to pay the compensation/claim in respect of short deliveries, if any, occurring due to such mishaps.
- 3.5.6 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.
- 3.5.7 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 (Contractor) and will recover from consignor/consignee, as the case may be, directly.
- 3.5.8 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 on 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.
- 3.5.9 RSIC shall have the right to change routes and increase or decrease the total mileage of routes from time to time.
- 3.5.10 Notwithstanding anything contained hereinabove, due to reasons beyond the control of RSIC e.g. riots, violence, calamities, fires, strikes by employees of RSIC, lock outs, 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.
- 3.5.11 Before commencement of work the Contractor shall notify the Corporation about the condition of handling equipment(s) and vehicles in the format specified by the Corporation.

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Any claim arising out of the contract on account of the vehicles or employees deployed by the contractor will be to the account of the contractor and the contractor shall indemnify Corporation against any such claims.

The Contractor shall indemnify the Corporation against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

- 3.5.12 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling of all types of containers, transportation of all types of containers, handling of all types of cargo and stuffing/destuffing of containers. The contractor shall follow the safety requirements mentioned in this Chapter and as applicable by laws, rules and regulations all the time during the period of contract.

The Contractor shall indemnify the Corporation against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

### **3.6 Transit Insurance**

It is advisable for contractor to take a suitable insurance policy for transportation and handling of cargo/containers, and also for allied activities/risk, if any. This is in the interest of the contractor to cover himself from risk involved in Handling and transportation of cargo/ containers, Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of RSIC for fulfillment of this contract. RSIC however, will be recovering the value of any damage that has arisen while the cargo/containers were in the custody of the contractor, from contractor's bills /security Deposit / BG etc., irrespective of whether insurance policy has been taken by contractor or not.

### **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 which must be owned/hired/leased by the contractor
- i ) One 12/20 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.
  - 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.
  - v) 20-25 Trucks Trailers.

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- (b). One reach stacker unit be deployed by the Contractor if required in view of volume of business which may be on lease.
- c) 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.
- d) 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 THE SERVICES MENTIONED IN THE AGREEMENT.

## **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.

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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) Equipment utilising internal-combustion-engine shall not emit undue smoke and all of them shall conform to pollution control standards laid down by competent authorities
- d) The Contractor shall, before commencement of operation, get all equipment inspected at the ICD by the Manager (ICD). In case any

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particular 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 RSIC.

- e) The Contractor shall make arrangements for positioning of adequate equipment and trained personnel before the commencement of operations as per the Contract.
- f) All mobile equipment should be rubber tyred and the forklifts be painted in "Traffic Yellow" colour internationally approved for moving equipment.

3.8.3 The Contractor shall pay (& bear) all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies as required by them, under their rules for cranes, fork lifts, vehicles, trailers etc., employees or workers engaged by him. No claim in this behalf shall be entertained by RSIC.

3.8.4 The Contractor should possess and/or obtain required registrations and licenses 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/drivers as per the requirements of traffic authorities dealings with various aspects of the laws of the land.

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

3.8.6 Notwithstanding anything contained herein above, due to reasons beyond the control of RSIC e.g. riots, violence, calamities, fires, strikes by the employees, lockouts, failure of electricity/machinery, non-availability or inadequate availability of containers/cargo, RSIC 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 RSIC any compensation, damage, loss etc. whatsoever in connection with the suspension of work.

3.8.7 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.

### **3.9 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 performance of incidental services with utmost expedition. He shall provide such number of supervisors and persons as is determined by the Manager (ICD) and as considered necessary by him for efficient operations at all points and at all times.

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- 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.
- 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

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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 working hours of the ICD shall be decided by Customs/RSIC authorities, but the Contractor may be required by the Manager (ICD) to work on any day 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. In case of non-settlement of rates in respect of additional Services by the Corporation and the Corporation, the rates shall be determined by the Arbitrator.
- 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).

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- 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 transshipment 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.
- 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.

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## **4. GENERAL CONDITIONS**

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### **4.1 Liability of the Contractor for claims on the Corporation**

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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

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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 line/shipping agent, Manager (ICD) or his authorised representative and the Contractor's representative.

- v) 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.
- vi) 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.
- vii) 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.
- viii) 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,

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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.

- ix) 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.
- x) 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.

#### **4.2 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.

#### **4.3 Liability for Loss or Damage to the Property of RSIC**

- i) 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.
- ii) 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.

#### **4.4 Liability for Labour and/or Personnel engaged by the Contractor**

- i) 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.

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- ii) 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.
- iii) 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.
- iv) 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 stand modified from time to time, to the extent they are applicable to his establishment/workmen.
- v) 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.
- vi) 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.
- vii) 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

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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.

- viii) 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.
- ix) 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.
- x) 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.

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- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) 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.
- xv) 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.

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xvi) The Contractor shall keep the records, returns, slips etc. relating to the Statutory Compliances relating to the Labour and personnel employed by it and shall furnish a copy of all such records, returns, slips etc. to the Corporation;

xvii) The Contractor shall indemnify the Corporation against all claims and losses under various Labour Laws, Statues and/or any other civil and criminal law in connection with employees deployed by him.

#### 4.5 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.

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

4.6.1 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.

4.6.2 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.

#### 4.7 Remuneration and Payments

4.7.1 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 in the manner provided in Para 3.11.2. 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.

4.7.2 The remuneration of the contractor shall be, offered / quoted by the tenderer in financial bid (BOQ) in % on revenue earned by RSIC from handling and Transportation of Containers (loaded/Empty)and/ or Cargo. Remuneration of contractor will be computed as per formula given below:

Amount to be charged and received by RSIC on A/c of handling & Transportation of Cargo and container from its customers (x)... % quoted by Tenderer .

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**Example :- In case as per tariff of ICD Handling and Transportation charges of Cargo and Container are Rs 12000/- per Teu and the quoted % of Contractor remuneration is 90% then the Contractor remuneration will be  $\frac{12000 \times 90}{100} = 10800/-$ .**

**100**

- 4.7.3 Payments will be made on the basis of computation of remuneration in terms of Para 4.7.2 of this tender. The Contractor shall submit the bills to the Manager (ICD) 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.
- 4.7.4 The bills shall be prepared on weekly basis by the contractor and should be submitted along with supporting documents. Bill shall be settled for payment within 15 days in ordinary course. Payment shall be made after deducting security amount, sales tax, income tax, service tax, penalties recoveries dues and other charges, if any. In case of delay in passing the bill up to 50% advance may be given to the contractor which may be adjusted on final payment of the bill.
- 4.7.5 No interest shall be payable on the amount claimed in the bill for delay in payment or for any reason whatsoever.
- 4.7.6 In case of any dispute the decision of the Manager (ICD) and on his reference, the decision of the Managing Director shall be final.

#### **4.8 Termination of Contract**

- 4.8.1 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 and custom regulations & guidelines, 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) For any other reason mentioned in the terms and conditions as specified in this document.
  - h) If the Corporation ceases to be the Custodian under section 45 of the Customs Act, 1962.
  - i) If the Customs Department or other competent authority directs the removal of Contractor or termination of this Contract.
- 4.8.2 In case of Sub-Clause (a), (b), (c) of Clause 4.8.1, the Contract will terminate summarily and no notice shall be required. In case of Sub-Clause (d) and (e) of Clause 4.8.1 a short 7-day notice shall be given.

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In all other cases the Corporation shall give a 30-day notice. In case the Contract terminates on 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.

4.8.3 The Contractor shall have no right to terminate the agreement under any circumstances. If contractor discontinues / closes the work before the expiry of the agreement, the following penalties will be imposed on the Contractor by the Corporation:

1. Security Deposit Money will be forfeited
2. Bank Guarantee will be invoked and amount forfeited.
3. 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

4.8.4 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.

#### **4.9 Settlement of Disputes and Arbitration**

4.9.1 All disputes and differences arising out of or in any way concerning financial and /or accounting matters shall be referred within a period of 3 months and resolved by a dispute settlement committee constituted by the Managing Director for the purpose.

4.9.2 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. Matter referred to the arbitrator shall not be more than the value of Rs. 25 Lacs in case of value of more than Rs.25 Lacs matter will be referred to the jurisdiction court as per law. 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.

4.9.3 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.

*Signature of the Tenderer with seal:* \_\_\_\_\_

- 4.9.4 The venue of arbitration shall be Jaipur.
- 4.9.5 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.
- 4.9.6 The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.
- 4.9.7 The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.

#### **4.10 Special Conditions**

4.10.1 Remuneration 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.

**4.10.2 The contractor will not on his own or in collaboration with some other party operate a CFS or ICD within the State. This condition will not be applicable to rail operators approved from ministry of railway for transportation of containers by rail.**

**4.10.3 The contractor will not offer his services to any other CFS or ICD (other than RSIC ICDs) during the tenancy of contract. This condition will not be applicable to rail operators approved from ministry of railway for transportation of containers by rail.**

#### **4.11 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.

#### **4.12 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.

#### **4.13 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.

*Signature of the Tenderer with seal:* \_\_\_\_\_

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.

#### **4.14 General**

- 4.14.1 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.
- 4.14.2 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.
- 4.14.3 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.
- 4.14.4 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 elsewhere.

**All terms and conditions contained in page D-1 to D-45 along with their sub-  
paras have been read carefully, understood and accepted.**

**Signature of the Tenderer**

*Signature of the Tenderer with seal:* \_\_\_\_\_

## Annex - 1

### 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 Assistant General Manager and/or authorised officer with office at Udyog Bhawan, Tilak Marg, Jaipur having agreed to permit M/s..... (hereinafter called the said Contractor)vide RSIC work order No.....dated.....to handle and transport ISO freight containers at Inland Container Depot, Jodhpur on its behalf as custodians of the export/import cargo/container on the agreed terms and conditions of the tender document and agreement on production of a Bank Guarantee for Rs 20,00,000/- (Rupees Twenty Lacs) only, we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (an promise) to pay to RSIC an amount not exceeding Rs 20,00,000/- (Rupees Twenty Lacs) 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 of the Contractor to carry containers/cargo safely in contravention of the terms and conditions contained in the said agreement and tender document.
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 / and/or authorised officer, 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 20,00,000/-(Rupees Twenty Lacs) only. The guarantee shall valid for 48 moths expire on .....
3. We.....Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and terms & conditions of tender document 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 validity of the bank guarantee (whichever is earlier) and no claim shall be valid after the expiry of bank guarantee.

*Signature of the Tenderer with seal:* \_\_\_\_\_



- 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 Corporation. 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 out of 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 the currency except with the prior consent of RSIC in writing.
  7. This bank guarantee is issued for a period of 48 months and this bank guarantee shall be valid upto.....
  8. We are liable to pay guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....
  9. The guarantee is operative at our.....(name and address of the branch at Jaipur) branch at Jaipur.

Place: Jaipur

Date:

**Officer's signature  
with Bank Seal  
Code No.**

**Signed & Sealed by the tenderer in  
token of acceptance of above**

**The Rajasthan Small Industries  
Corporation Limited ,Jaipur**

*Signature of the Tenderer with seal:* \_\_\_\_\_

**OFFICE OF THE COMMISSIONER OF CUSTOMS: JODHPUR  
(HQRS. AT NCR BUILDING, STATUE CIRCLE, C-SCHEME, JAIPUR)**

C.No.VIII(H)48/CT/RSIC/136/08

Date: .07.09

To,

Sh. Rohit R. Brandon  
Chairman & Managing Director ,  
The Rajasthan Small Industries Corporation Ltd.  
Udyog Bhawan , Tilak Marg, C-Scheme,  
Jaipur,

Sir,

Subject: Out Sourcing of Certain specialized services for ICD,s reg..

Please refer to your office D.O. letter DO:RSIC/EIS/2009-10/149 dated 17.07.2009. It is regretted that the legal provisions under the Customs Act do not give scope to this office to nominate a representative from the Customs department in the tender finalization & selection committee and to scrutinise the tender documents.

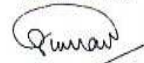
Please refer to a similar request made by RSIC vide letter No. EIS/2008-09/17061 dated 09.02.2009 and response of this office as communicated vide letter No. VIII(H)48/CT/RSIC/136/08/1494 dated 19.02.2009 (both copies enclosed)

However, you are advised to follow the instructions contained in the CBEC circular F. No. 450/105/2008-Cus-IV dated 25.07.2008, para 3 in particular, according to which, prior approval of the jurisdictional Commissioner of Customs is required before any of the custodian work of ICD is sub-letted/outsourced .

A copy of each CBEC circular F. No. 450/105/2008-Cus-IV dated 25.07.2008 and of Circular No. 128/95 dated 14.12.1995 are enclosed for your guidance in this matter.

Encl ; as above

Yours faithfully



(Balesh Kumar)  
COMMISSIONER

Signature of the Tenderer with seal: \_\_\_\_\_

**[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY PART II, SECTION 3,  
SUB-SECTION (i)]**

**GOVERNMENT OF INDIA**  
**MINISTRY OF FINANCE**  
**(DEPARTMENT OF REVENUE)**

NOTIFICATION No. 26 / 2009 - Customs (N.T.)

NEW DELHI, THE 17<sup>th</sup> MARCH, 2009.  
26 PHALGUNA, 1930 (SAKA).

G.S.R. \_\_\_\_\_(E) - In exercise of powers conferred by sub-section (2) of section 141 read with section 157 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby makes the following regulations, namely:-

**1. Short title and commencement. –**

- (1) These regulations may be called the Handling of Cargo in Customs Areas Regulations, 2009.
- (2) They shall come into force on the date of their publication in the Official Gazette.

**2. Definitions. –**

- (1) In these regulations, unless the context otherwise requires, -
  - (a) “Act” means the Customs Act, 1962 (52 of 1962);
  - (b) “Customs Cargo Services provider” means any person responsible for receipt, storage, delivery, dispatch or otherwise handling of imported goods and export goods and includes a custodian as referred to in section 45 of the Act and persons as referred to in sub-section (2) of section 141 of the said Act;
  - (c) “specified” means specified by a notification or an order issued under the provisions of the Act;
- (2) the words and expressions used herein and not defined but defined in the Act shall have the same meanings respectively assigned to them in the Act.

**3. Application. –** These regulations shall be applicable to the handling of imported and export goods in customs areas as specified under section 8 of the Act.

**4. Retrospective Application. –** Any action taken or anything done in respect of appointment of Customs Cargo Service providers, immediately preceding the coming into force of these regulations, shall be deemed to have been done under the corresponding provisions of these regulations. Customs Cargo Service providers already approved on or before the date of coming into force of these regulations shall comply with the conditions of these regulations within a period of three months or such period not exceeding a period of one year as the Commissioner of Customs may allow from the date of coming into force of these Regulations.

**5. Conditions to be fulfilled by an applicant for custody and handling of imported or export goods in a customs area. –**

Any person who intends to be approved as a Customs Cargo Service provider for custody of imported goods or export goods and for handling of such goods, in a customs area, hereinafter referred to as the applicant, shall fulfill the following conditions, namely:-

- (1) The applicant shall provide the following to the satisfaction of the Commissioner of Customs, namely:

*Signature of the Tenderer with seal:* \_\_\_\_\_

(i) Infrastructure, equipment and adequate manpower for loading, unloading, stacking, handling, stuffing and de-stuffing of containers, storage, dispatch and delivery of containers and cargo etc., including:

(a) standard pavement for heavy duty equipment for use in the operational and stacking area;

(b) building for Customs office, Customs Electronic Data Interchange (EDI) Service Centre and user agencies with basic amenities and facilities;

(c) storage facility, separately for imported, export and transshipment goods;

(d) gate complex with separate entry and exit;

(e) adequate parking space for vehicles;

(f) boundary wall;

(g) internal service roads;

(h) electronic weigh-bridge and other weighing and measuring devices;

(i) computerized system for location and accountal of goods, and processing of documents;

(j) adequate air-conditioned space and power back up, hardware, networking and other equipment for secure connectivity with the Customs Automated system; and for exchange of information between Customs Community partners;

(k) facilities for auction, including by e-auction, for disposal of uncleared, unclaimed or abandoned cargo;

(l) facilities for installation of scanning equipment;

(m) security and access control to prohibit unauthorized access into the premises, and

(n) such other facilities as the Commissioner of Customs may specify having regard to the custody and handling of imported or export goods in a customs area;

(ii) safe, secure and spacious premises for loading, unloading, handling and storing of the cargo for the projected capacity and for the examination and other operations as may be required in compliance with any law for the time being in force;

(iii) insurance for an amount equal to the average value of goods likely to be stored in the customs area based on the projected capacity, and for an amount as the Commissioner of Customs may specify having regard to the goods which have already been insured by the importers or exporters.

(2) The applicant shall undertake to bear the cost of the Customs officers posted, at such customs area, on cost recovery basis, by the Commissioner and shall make payments at such rates and in the manner prescribed, unless specifically exempted by an order of the Government of India in the Ministry of Finance;

(3) The applicant shall execute a bond equal to the average amount of duty involved on the imported goods and ten *per cent.* of value of export goods likely to be stored in the customs area during a period of thirty days and furnish a bank guarantee or cash deposit equivalent to ten *per cent.* of such duty:

Provided that the condition of furnishing of Bank guarantee or cash deposit shall not be applicable to ports notified under the Major Ports Act, 1962 (38 of 1963) or to the Central Government or State Governments or their undertakings;

*Signature of the Tenderer with seal:* \_\_\_\_\_

(4) The applicant shall also execute a separate bond for an amount equal to ten percent of value of export goods with a bank guarantee for an amount equal to ten percent of the value of the bond, towards the export goods transported from the customs area to any other customs area for export or transshipment, as the case may be;

(5) The applicant shall undertake to comply with the provisions and abide by all the provisions of the Act and the rules, regulations, notifications and orders issued thereunder.

**6. Responsibilities of Customs Cargo Service provider:**

- (1) The Customs Cargo Service provider shall –
- (a) keep a record of imported goods, goods brought for export or transshipment, as the case may be, and produce the same to the proper officer as and when required;
  - (b) keep a record of each activity or action taken in relation to the movement or handling of imported or export goods and goods brought for transshipment;
  - (c) display or make available in any other manner, information of process or movement or handling of imported or export goods and goods brought for transshipment;
  - (d) demarcate separate areas for unloading of imported goods for their storage with respect to the category of importers, nature of goods, place of destination, mode of transportation or any other criterion as the Commissioner of Customs may specify having regard to the custody and handling of imported goods in a customs area;
  - (e) demarcate separate areas for loading of export goods for their storage with respect to categories of exporters, nature of goods, examined and sealed containers or other criterion as the Commissioner of Customs may specify having regard to the custody and handling of export goods in a customs area;
  - (f) not permit goods to be removed from the customs area, or otherwise dealt with, except under and in accordance with the permission in writing of the proper officer;
  - (g) not permit any export cargo to enter the customs area without a shipping bill or a bill of export having been filed with the proper officer;
  - (h) not permit any import cargo to enter the customs area or be unloaded therein without the import report or the import manifest having been filed with the proper officer;
  - (i) be responsible for the safety and security of imported and export goods under its custody;
  - (j) be liable to pay duty on goods pilfered after entry thereof in the customs area;
  - (k) be responsible for the secure transit of the goods from the said customs area to any other customs area at the same or any other customs station in accordance with the permission granted by the proper officer;
  - (l) subject to any other law for the time being in force, shall not charge any rent or demurrage on the goods seized or detained or confiscated by the proper officer;
  - (m) dispose off in the manner specified and within a time limit of ninety days, the imported or export goods lying unclaimed, uncleared or abandoned:

Provided that the period of ninety days may be extended by the Commissioner of Customs by such further period as may be allowed, on sufficient cause being shown for delay in the disposal;

- (n) not make any alteration in the entry or exit points or boundary wall without the permission of the Commissioner of Customs;
- (o) shall bear the cost of the customs officers posted by the Commissioner of Customs on cost recovery basis and shall make payments at such rates and in the manner specified by the

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Government of India in the Ministry of Finance unless specifically exempted by an order of the said Ministry;

(p) shall observe the Central Government holidays as followed by the jurisdictional Customs formations and in case of any variation in the working days, intimate the same to Commissioner of Customs and the trade, at least seven days in advance, and

(q) abide by all the provisions of the Act and the rules, regulations, notifications and orders issued thereunder.

(2) The Customs Cargo Service provider approved for custody of imported or export goods and for handling of such goods shall not lease, gift, sell or sublet or in any other manner transfer any of the premises in a customs area; or sub contract or outsource functions permitted or required to be carried out by him in terms of these regulations to any other person, without the written permission of the Commissioner of Customs.

(3) The Customs Cargo Service provider shall publish and display the schedule of charges for the various services provided by him in relation to the imported goods or export goods in the customs area.

**7. Power to relax and regulate:** (1) if the Commissioner of Customs is satisfied that in relation to the custody and handling of imported or export goods in a customs area, the Customs Cargo Service provider, for reasons beyond his control, is unable to comply with any of the conditions of regulation 5, he may for reasons to be recorded in writing, exempt such Customs Cargo Service provider from any of the conditions of regulation 5.

(2) The Commissioner of Customs may regulate the entry of goods in a customs area for efficient handling of such goods.

**8. Commencement of operations:** The Customs Cargo Service provider approved for custody of imported or export goods and for handling of such goods shall not commence any operations in a customs area for the first time unless the Commissioner of Customs is satisfied that all the requirements of the Act have been fulfilled and grants permission to commence the operations by an order in writing.

**9. Application for approval of Customs Cargo Service provider:**

(1) An application to act as a Customs Cargo Service provider for custody of imported or export goods and for handling of such goods in a customs area shall be made in the form of a letter to the jurisdictional Commissioner of Customs containing details as prescribed in 'Form A'

(2) The Commissioner of Customs shall dispose of the application within forty five days of the receipt of the application.

**10. Approval of appointment of a Customs Cargo Service provider and review thereof:**

(1) Where the Commissioner of Customs is satisfied that the applicant has fulfilled the conditions prescribed in regulation 5, he may approve such an applicant as a Customs Cargo Service provider, for a period of two years from the date of issue of such approval.

Provided that a Customs Cargo Service provider already approved on or before the date of coming into force of these regulations, shall be deemed to be approved as a Customs Cargo Service provider under these regulations for a period of five years from the date of compliance with the conditions of these regulations as stipulated in regulation 4.

(2) The Commissioner of Customs shall review the approval granted under sub regulation (1) before the expiry of the initial period of approval of two years or five years, as the case may be, and may extend such approval to a further period of five years at a time.

*Signature of the Tenderer with seal:* \_\_\_\_\_

Provided that the Commissioner of Customs, for reasons to be recorded in writing, may order for review of the approval granted to any Customs Cargo Service provider before the completion of the period of approval.

**11. Suspension or revocation of approval for appointment of a Customs Cargo Service provider:**

(1) The Commissioner of Customs may, subject to the provisions of these regulations, suspend or revoke the approval granted to the Customs Cargo Service provider subject to the observance of procedure prescribed under regulation 12 and also order for forfeiture of security, if any, for failure to comply with any of the provisions of the Act and the rules, regulations, notifications and orders made thereunder;

(2) Notwithstanding anything contained in sub-regulation (1), the Commissioner of Customs may, in appropriate cases where immediate action is necessary, suspend the approval granted to a Customs Cargo Service provider where an enquiry against such Customs Cargo Service provider is pending or contemplated.

**12. Procedure for suspension or revocation of approval and imposition of penalty:-**

(1) The Commissioner of Customs shall issue a notice in writing to the Customs Cargo Service provider stating the grounds on which it is proposed to suspend or revoke the approval and requiring the said Customs Cargo Service provider to submit within such time as may be specified in the notice not being less than thirty days, to the Assistant Commissioner or Deputy Commissioner of Customs nominated by him, a written statement of defence and also to specify in the said statement whether the Customs Cargo Service provider desires to be heard in person by the said Assistant Commissioner or Deputy Commissioner of Customs.

(2) On receipt of the written statement from the Customs Cargo Service provider, or where no such statement has been received within the time-limit specified in the notice referred to in sub-regulation (1), the Assistant Commissioner or Deputy Commissioner of Customs may inquire into such of the grounds as are not admitted by the Customs Cargo Service provider.

(3) The Assistant Commissioner or Deputy Commissioner of Customs shall, in the course of inquiry, consider such documentary evidence and take such oral evidence as may be relevant or material to the inquiry in regard to the grounds forming the basis of the proceedings and he may also put any question to any person tendering evidence, for or against the Customs Cargo Service provider, for the purpose of ascertaining the correct position.

(4) The Customs Cargo Service provider shall be entitled to cross-examine the persons examined in support of the grounds forming the basis of the proceedings and where the Assistant Commissioner of Customs or Deputy Commissioner of Customs declines to examine any person on the grounds that his evidence is not relevant or material, he shall record his reasons in writing for so doing.

(5) At the conclusion of the aforesaid inquiry, the Assistant Commissioner of Customs or Deputy Commissioner of Customs shall prepare a report of the inquiry recording his findings.

(6) The Commissioner of Customs shall furnish to the Customs Cargo Service provider a copy of the report of the Assistant Commissioner or Deputy Commissioner of Customs and shall require the Customs Cargo Service provider to submit within the specified period not being less than thirty days any representation that he may wish to make against the findings of the Assistant Commissioner of Customs or Deputy Commissioner of Customs.

(7) The Commissioner shall, after considering the report of the inquiry, and the representation thereon, if any, made by the Customs Cargo Service provider, pass such orders as he deems fit.

(8) If any Customs Cargo Service provider contravenes any of the provisions of these regulations, or abets such contravention or who fails to comply with any provision of the regulation with which it was his duty to comply, then, he shall be liable to a penalty which may extend to fifty thousand rupees.

*Signature of the Tenderer with seal:* \_\_\_\_\_

(9) Any Customs Cargo Service provider aggrieved by any decision or order passed under this regulation, may appeal under section 129A of the Act to the Customs Central Excise and Service Tax Appellate Tribunal established under sub-section 1 of section 129 of the Act.

**13. Renewal of approval for appointment of Customs Cargo Service provider:** The Commissioner of Customs may on application made by the Customs Cargo Service provider before the expiry of the validity of the appointment under regulation 10, renew the approval for a further period of five years from the date of expiration of the original approval granted under regulation 10 or of the last renewal of such approval, as the case may be, if the performance of the approved Customs Cargo Service provider is found to be satisfactory with reference to his obligations under any of the provisions of the Act and the rules, regulations, notifications and orders made thereunder.

[F.No.450/55/2008-Cus.IV]  
(M.M. Parthiban)  
Director (Customs)

*Signature of the Tenderer with seal:*\_\_\_\_\_



Form – A  
[see regulation 9 (1)]

To  
The Commissioner of Customs,  
..... (Address)

Subject: Application Form for approval / renewal of Customs cargo service provider under the Handling of Cargo in Customs Areas Regulations, 2009 issued under Section 141(2) of the Customs Act, 1962 (52 of 1962).

\*\*\*

Sir / Madam,

I/we, the undersigned hereby submit the following details for approval as a Customs cargo service provider under the Handling of Cargo in Customs Areas Regulations, 2009:

1. Name and address of the Applicant in full (Block Letters) :-

- (a) Name of the Applicant \_\_\_\_\_
- (b) Full Address (Registered Office, in case of limited Companies & Head Office for others)  
\_\_\_\_\_
- (c) Tel. No. \_\_\_\_\_
- (d) Fax No. \_\_\_\_\_
- (e) Permanent E-Mail Address \_\_\_\_\_
- (f) Name and address of each of the Directors/Partners/ Promoters, as the case may be  
\_\_\_\_\_

2. Nature of the applicant Firm or Company:

- (a) Public Limited Company
- (b) Private Limited Company
- (c) Proprietorship
- (d) Partnership
- (e) Others (please specify)

Note:- Copy of certificate of incorporation along with Article of Association and Memorandum in case of companies and partnership deed in case of partnership firms may please be attached.

- 3. Extent of the proposed premises, giving details of area allocated for unloading / loading, operational and stacking area, storage area, delivery, Customs Automated System, Customs office premises, service centre, other user agencies etc. (Map to be provided).
- 4. Whether the applicant holds a valid Letter of Approval given by the Inter-Ministerial Committee of the Ministry of Commerce or any other Government Body for setting up of Customs cargo service facility at the premises applied for? If so, provide details thereof.
- 5. Projected capacity of the cargo / container proposed to be handled in the proposed premises.
- 6. Details of infrastructure and equipment put in place for handling of cargo in the proposed premises. (Details to be given separately for loading / unloading, stacking, storage and delivery).
- 7. Details of security system installed for entry / exit of cargo and other safety and security measures.
- 8. Details of electronic weigh bridge, other weighing, measuring devices.

*Signature of the Tenderer with seal:* \_\_\_\_\_

9. Details of the computerized system put in place for location of cargo / container, processing of documents.
10. Whether any exemption from payment of cost recovery charges for posting of Customs officers is claimed. If so, furnish the details of the order issued in this regard by the Ministry of Finance.
11. Whether the applicant is already functioning as Customs cargo service provider. If so, details of the premises along with the respective jurisdiction of the Commissioner of Customs.
12. Whether the applicant had earlier applied for approval to act as Customs cargo service provider and whether such application was approved / rejected:-
  - (i) within the jurisdiction of the Commissioner of Customs to whom application has been made;
  - (ii) outside the jurisdiction of Commissioner of Customs referred at (i) above.
13. Whether the applicant has been penalized, convicted or prosecuted under any of the provisions of the Customs Act, 1962 (52 of 1962) or any other law for the time being in force. (If so, the details thereof).
14. If the application is for renewal, details of original approval granted under regulation 9, along with the date of its expiration or the date of last renewal of such approval.
15. List of documents furnished along with this application.

16. Declaration:

I am / we are authorized to make the following declarations:

I / We declare that all particulars given herein are true and correct.

I/We hereby affirm that I/we have read the Handling of Cargo in Customs Areas Regulations, 2009 and agree to abide by them.

I/We hereby undertake to intimate any change in respect of the information provided in the aforesaid application within a period of 30 days.

Date:

Signature and name  
of the applicant(s)  
or authorised signatory

Place:

*Signature of the Tenderer with seal:* \_\_\_\_\_

## EXPLANATORY MEMORANDUM

Handling of Cargo in Customs Area Regulations, 2009 provide for a comprehensive mechanism for handling of goods in a customs area and set out the terms and conditions for all facilities where customs cargo is handled. It also provides for the conditions and responsibilities of the persons handling import or export cargo in Inland Container Depot (ICD) or Container Freight Station (CFS) or seaport or airport or Land Customs Stations (LCS) and provide adequate control over the cargo handling entities to ensure that the adequate infrastructure is set up at such facilities for efficient handling of import or export goods. This also fulfills the recommendation made by the Public Accounts Committee (2005-2006) for the Government to formulate appropriate provisions in this regard.

\*\*\*

*Signature of the Tenderer with seal:* \_\_\_\_\_

**Annexure-3**

**Date -----**

**( To be submitted on the Letter-Head of the Bank)**

**We-----Bank do here by certify  
that M/s-----can be  
considered good for normal business commitments up to Rs  
One crore, as disclosed by the information and records which are  
available with us.**

**Signature and seal  
of the authorized signatory of the Bank.**

**Signature of the Tenderer with seal:\_\_\_\_\_**