

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

e-TENDER
FOR
HANDLING
OF
CONTAINERS AND CARGO

at

INLAND CONTAINER DEPOT JAIPUR

Tender Document Cost: Rs 3,000/-(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	24.3.15	18.00
2.	Document Download Start Date	24.3.15	18.00
3.	Document Download End Date	14.4.15	18.00
4.	Bid Submission Start Date	24.3.15	18.00
5.	Bid Submission End Date	15.4.15	18.00
6.	Bid Opening Date	16.4.15	15.00

Head Office

Udyog Bhawan, Tilak Marg
Jaipur 302 005

Tel: 0141-2227267

Fax: 0141-5115766

Website: www.rajsico.gov.in

Email: rajsico@rajasthan.gov.in

E-bidding site: <http://eproc.rajasthan.gov.in>

Signature of the Tenderer: _____

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Signature of the Tenderer: _____

राजस्थान - 24-3-15



दी राजस्थान स्मॉल इण्डस्ट्रीज कॉरपोरेशन लिमिटेड,
(राजस्थान सरकार का उपक्रम)
उद्योग भवन, सिलक मार्ग, पी-स्कॉप, जयपुर - 302006
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निविदा

(अ) राजस्थानी हस्तशिल्प उत्पादों की बिक्री हेतु 24 माह के लिये न्यूनतम बिक्री गारन्टी (एम.एस.जी.) के आधार पर निम्न काफ़्ट हेतु इच्छुक निविदादाताओं से निविदाएं आमन्त्रित की जाती हैं:- राजस्थानी, नई दिल्ली *राजस्थानी मार्बल आइटम्स गोल्ड व इनले वर्क सहित *ब्ल्यू पोटर्री गलीचा दरी व दरी उत्पाद । राजस्थानी, जयपुर * लाख की सुडिया व हस्त-निर्मित लाख का सामान । आवेदन दिनांक 15.4.2015 को 1.00 बजे तक प्राप्त किये जावेंगे तथा उसी दिन 3.00 बजे खोले जावेंगे। निविदा प्रपत्र मुख्यालय जयपुर के हस्तशिल्प प्रकोष्ठ से रु. 500/-में प्राप्त कर सकते हैं । नियम व शर्त निगम की वेबसाइट पर देखी जा सकती है ।

(ब) आई.सी.डी. जयपुर पर कन्टेनर/कारगो के हेण्डलिंग एवं ट्रांसपोर्टेशन अनुबन्ध हेतु पृथक-पृथक ई-निविदा आमन्त्रित की जाती है। निविदा केवल <http://eproc.rajasthan.gov.in> के माध्यम से ही दिनांक 15.4.2015 सायं 6.00 बजे तक प्रस्तुत की जा सकती है । प्राप्त सभी निविदाएं दिनांक 16.4.2015 को सायं 3.00 बजे खोली जावेगी । निविदा प्रपत्र निगम की वेबसाइट www.rajsico.gov.in पर देखी एवं डाउन लोड की जा सकती है । विस्तृत जानकारी हेतु प्रबन्धक, लॉजिस्टिक्स से दूरभाष 9414008808 पर सम्पर्क करें ।

राज.संवाद/सी/14/1927

प्रबन्ध निदेशक

Terms & Conditions of E-Bidding Process: Two Bid System (Technical & Financial has to be put in separately)

- (i) The Tender Document is not transferable under any circumstances.
- (ii) Tender shall be submitted online only through 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 Schedule 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. along with the BID invitation Notice.

Signature of the Tenderer: _____

From:

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

Sub: Submission of e-tender for Handling of ISO Containers and cargo at ICD Jaipur.

Dear Sir,

Subject to the conditions given in the instructions for submission of the Bid and the general and special terms and conditions detailed in the Tender Document and Annex – 1, 2 &3 to the Tender Document, I/we hereby tender for working as Handling of containers and cargo Contractor at Inland Container Depot, Jaipur for the pay out as indicated in the Para 4.7.2. / BOQ 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: _____

1. GENERAL

1.1 Overall Supervision and Control of ICD

The Corporation, being the Custodian of the ICD at Jaipur, 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 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 Pay out to the Contractor

The pay out 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 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 17th March,2009) or any other guideline(s) issued from time to time by the corporation / custom authority.

- 1.5.1 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: _____

2. BIDDING PROCEDURES

2.1 Definitions

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

- 2.1.1 The term **CONTAINER** shall mean ISO container used in international trade for export/import of cargo
- 2.1.2 The term **CONTRACT** shall mean and include the notice inviting Tender, documents incorporating the Tender together with appendices, if any, terms and conditions governing the Contract and operations, general instructions, general and special conditions which may be added from time to time, acceptance of the Tender, work order and its acceptance and agreement to Contract.
- 2.1.3 The term **CONTRACTOR** shall mean and include any person, firm or a body corporate with whom the Contract been placed including their heirs, executors, administrators, successors and their assigns as the case may be.
- 2.1.4 The term **CORPORATION** shall mean The Rajasthan Small Industries Corporation Limited or RSIC in brief wherever it occurs and shall include its executives, officers, successors and assigns.
- 2.1.5 The term **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 SP-8, RIICO INDUSTRIAL AREA, Mansarovar, Jaipur
- 2.1.8 The term **MANAGER (ICD)** shall mean executive officer in charge of the ICD.
- 2.1.9 The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.
- 2.1.10 The term **PLACE OF OPERATION** shall mean the ICD premises within the boundary wall and also places where activities connected with the ICD are performed anywhere outside the boundary wall.
- 2.1.11 The term **PORT** shall mean the seaports situated at Mumbai, Nhava Sheva, Pipavav, Mundra or Kandla or any other sea port.
- 2.1.12 The term **SERVICES** shall mean the performance of any or all of the items of work enumerated in Chapter 3 'Description of Services' including such other additional operations as are indicated by the Manager (ICD) or any person authorised by him in this behalf.
- 2.1.13 The term **TENDERER** or **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Tender in response to the NIT.
- 2.1.14 Words importing the singular only also include the plural and *vice versa* where the context requires.

Signature of the Tenderer: _____

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.raajasthan.gov.in>

2.2.2 Bidders who wish to participate in this tender will have to be registered on <http://eproc.raajasthan.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 from 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. 1800 3070 2232 ,0141-4022688 (Help Desk 10 AM to 6 PM on all working days) email: eproc@rajasthan.gov.in Address: e-procurement cell, RISL, Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.

2.2.3 Bidder shall submit their offer 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.

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 competent authority/authorities indicating the number of containers (TEUs) handled at ICD/CFS/DCT/Ports.

Signature of the Tenderer: _____

- 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). Annexure -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 two years certified by a Chartered Accountant.
 - f) List of other similar contracts with the Bidder for container and cargo handling at ICD/CFS/DCT/Ports in the prescribed format.
 - g) Details of equipments and machinery owned and possessed on the date of submission of the Tender such as reach-stacker, mobile cranes, forklifts, spreaders and others appropriate equipment including attachments etc. for handling of containers and various diversified type of packages of cargo in the prescribed format.
 - h) Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by Central/State Government and/or any Public Sector Undertaking.
 - i) Any other document showing the performance of the Tenderer.
 - j) 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 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 filled 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

Signature of the Tenderer: _____

- (i) The Tenderer must have 1 year experience in respect 2000 TEUS of Cargo and Container handling at ICD/CFS/DCT/Port out of last 5 preceding years.
- (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.

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 and cargo handled at ICD/CFS/DCT/Ports confirming 2000 TEUs experience in one year out of preceding 5 years.
- 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 two 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 and cargo handling 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 of work

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

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

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

Signature of the Tenderer: _____

- i) Any other document showing the performance of the Tenderer.
- i) Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any Contract resulting therefrom.
- j) A pay order / demand draft No _____ dated _____ drawn in favour of RSIC of Rs,2,00,000/- (Rupees Two lakhs) towards Earnest Money Deposit.
_____.
- k) The Tenderer shall also 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 the 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 120 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.
- 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

Signature of the Tenderer: _____

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.

2.3.8 Opening of Offer

Cover No. 1 (Technical document cover) will be opened at 3 PM on 16.4.2015, 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.

Signature of the Tenderer: _____

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.

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 lowest/feasible rates received in the financial bid. The evaluation will be done on the basis of expected traffic multiplied by rates quoted in BoQ.

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

2.4.4 Irrevocability of Bid evaluation result

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

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 lowest 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

Signature of the Tenderer: _____

- 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.

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 two years 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 year 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 Four (4) 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 contractor.

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 realize 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.
 - iv) When bidder fails to commence the work within the stipulated time.
 - v) When bidder breaches any provisions contract.
- d. No interest will be payable on the Earnest Money Deposit in any case.

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2.11 Security Deposit
(A) Cash security-

- i) The successful Bidder shall furnish a Security Deposit of **Rs 10 lacs (Rupees Ten lacs)** within 15 days of the acceptance of his Tender, failing which the Earnest Money Deposited mentioned above may 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, bankers' cheque, cash or bank guarantee in specified format (Annexure 1) 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.
- 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.

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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.

3.1 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 dismount the container from road vehicle at the specified place on its arrival in the ICD.
- b) 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 de-stuffed 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.
- c) 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. .
- d) To make arrangements for Customs examination of the cargo by de-stacking, 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.
- e) To de-stack 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.
- f) In case seals or locks of any container are found broken, damaged or tampered with or any pilferage or manipulation is suspected, the Contractor shall inform the manager ICD or Authorised Representative of the Corporation and shall complete all legal and procedural formalities as instructed by the Corporation/Authorised Signatory.
- g) To remove and stack the container up to 4 'High' at the specified place after de-stuffing. 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.

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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 de-stacking, unpacking, repacking, strapping, restacking etc of the required number of packages and weighment of packages as required by the Customs. The Contractor shall provide labour and appropriate equipment for taking the required number of packages from storage point to the designated point for Customs examination.
- c) To shift the nominated empty container from within the ICD and place the same after thorough cleaning at the designated place/road vehicle for stuffing.
- d) 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 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.
- g) The operations under this head shall be deemed to be continuous and form one unit irrespective of the time lag between different operations.

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.

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- 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.
- 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) 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.
- d) 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. .
- e) The Contractor shall be liable for fumigation of godowns as and when required..

3.2 HANDLING ACTIVITIES

Normally all the handling activities required to be performed at ICD shall comprise of various sub-activities constituting a complete cycle. Please note that the handling cycles defined hereunder may also include terminal transportation activities, if applicable. The common cycles of work for which there will be a composite charge per container are indicated hereunder:

3.2.1 Export Cycle

3.2.1 B-1 ICD STUFFING – THROUGH WAREHOUSE

The T.O shall arrange to do all activities for the cycle of ICD stuffing of containers which will include all operations related to unloading of break-bulk cargo (of any dimension, size and weight) from Road Vehicles; stacking the same in the warehouse up to height as desired by RSIC; preparation of unloading tally of cargo; arranging Customs Examination by taking out requisite lots and repackaging them

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etc.; weighing of cargo on weighing machine whenever required, placing of empty container & cleaning of containers internally prior to stuffing as and when empty container is placed for stuffing, stuffing the custom cleared cargo as per standard norms, preparing stuffing tally sheet, affixing gateway port stickers, proper closing of the container doors, sealing the container after stuffing with safety seal; and loading it on a suitable Road Trailer, either directly or through container stack-yard, as directed by RSIC Officials, for direct dispatch to nominated gateway port.

Weighment of container within ICD/RSIC will be part of this cycle, whenever desired by Terminal In charge/ RSIC. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in sub-para 3.2.1(B-1) shall constitute one cycle of activity for which the T.O will be paid a consolidated charge per container, called B-1 at the end of the cycle.

(In case of party is using their own labour and /or equipment for stuffing of cargo, the cycle rate will be payable as per 3.3.4 D1).

- 3.2.2 B-2 ICD STUFFING - DIRECT The T.O shall organise direct stuffing of cargo into containers at the ICD, which will include all activities described in sub-para 3.2.1(B-1) above, except unloading and stacking of cargo in the warehouse.

Weighment of container within ICD/RSIC will be part of this cycle, whenever desired by Terminal Incharge/ RSIC. Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in sub-para 3.2.2(B-2) shall constitute one cycle of activity for which the T.O will be paid a consolidated charge per container, called B-2 at the end of the cycle.

(In case of party is using their own labour and/ or equipment for stuffing of cargo, the cycle rate will be payable as per 3.3.4 D1).

3.2.3 B-3 HANDLING OF CONTAINERS AT ICD FOR FACTORY STUFFING

The T.O shall organize handling of containers in the ICD for factory stuffing, which will include all operations related to lifting of empty container from the nominated slot; loading it on a suitable Road Trailer; unloading factory stuffed container in ICD on return; organising its customs examination & sealing at ICD, if required; & thereafter loading it on a suitable Road Trailer, either directly or through nominated slot in container stack-yard, as directed by RSIC Officials.

Weighment of container within ICD/RSIC will be part of this cycle, whenever desired by Terminal Incharge/ RSIC

Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in sub-para 3.2.3(B-3) shall constitute one cycle of activity for which the T.O will be paid a consolidated charge per container, called B-3 at the end of the cycle. Whenever, the empty container is not sent from ICD, then the contractor will be paid after deducting the empty move charges.

3.3 IMPORT CYCLES: -

3.3.1 IM1 HANDLING OF CARGO AND CONTAINERS AT ICD FOR ICD DE- STUFFING :

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This cycle will include all operations related to unloading of loaded import container from a Road Trailer in ICD and positioning it at the desired place, either directly or through nominated slot in container stack-yard, as directed by RSIC Officials; breaking of seal; de-stuffing of import cargo in warehouse, if required; stacking of cargo and preparation of tally; arranging Customs Examination & re-sealing, if required; loading of break-bulk cargo in trucks after Customs clearance; Moving empty container after de-stuffing to the nominated slot as directed by RSIC Officials.

Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in sub-Para 3.3.1 (IM-1) shall constitute one cycle of activity for which the TO will be paid a consolidated charge, called IM-1 at the end of the cycle.

(In case of party is using their own labour and /or equipment for destuffing of cargo, the cycle rate will be payable as per 3.3.5 D2).

3.3.2 IM-2 TERMINAL DESTUFFING-DIRECTLY FROM CONTAINER TO TRUCKS: The Contractor shall organize handling of containers and cargo, the sequence of which shall be as follows:

Lifting/unloading of loaded import container from road trailer, shifting it to the nominated load stack, lifting it from stack and positioning it in the nominated slot in the open area; arranging for customs examination by opening the doors, unpacking/packing of packages and closing the doors after examination, weighing cargo on weighing machine, whenever required for customs examination, loading of such on weighing machine, whenever required for customs examination, loading of such customs cleared cargo directly from the container on to the importers road vehicles (either by forklift/labour/or by hydra), preparation of tally sheet and shifting of empty container after de stuffing into the nominated empty container yard shifting and shuffling of other containers if any will from part of the cycle.

Irrespective of the interval of time which may lapse between different parts of these operations the work described above shall constitute one cycle of activity for which the contractor will be paid consolidated charge per container.

Should RSIC feel the need to weigh the containers anytime during the cycle, the said container shall be weighed on the weighbridge located within the ICD as a part of the cycle mentioned above at no extra payment to the contractor.

(In case of party is using their own labour and /or equipment for destuffing of cargo, the cycle rate will be payable as per 3.3.5 D2).

3.3.3 IM-3. HANDLING OF CONTAINERS AT ICD FOR FACTORY DE-STUFFING :

This cycle will include all operations related to lifting of import loaded container from a Road Trailer; stacking it at the nominated slot in ICD; organizing its Customs Examination; loading customs cleared import loaded container on Road Trailer; unloading empty container on return from factory; and placing it at nominated slot in ICD as directed by RSIC Officials.

Irrespective of the interval of time which may have to elapse between different parts of these operations, the work described in sub-para 3.3.3 (IM-3) shall constitute one cycle of activity for which the TO will be paid a consolidated charge, called IM-3 at the end of the cycle.

3.3.4 Domestic Cycle: D1: The contractor shall organise handling of containers in the terminal for terminal stuffing, which will include all operations including lifting of empty container from nominated slot in the container yard, positioning it at the nominated place within the terminal or placing empty container on road trailer to be

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placed near warehouse, moving the empty container after stuffing/ sealing to the stacking area, stacking it upto three high. Shifting the container loaded container and loading on the road vehicle.

Incidental shifting and shuffling of other containers, if any, will be part of this cycle. Irrespective of the interval of time which may lapse between different parts of these operations the work described above shall constitute one cycle of activity for which the contractor will be paid consolidated charge per container.

Should RSIC feel the need to weigh the containers anytime during the cycle, the said container shall be weighed on the weighbridge located within the ICD as a part of the cycle mentioned above at no extra payment to the contactor.

Cargo Handling will not be a part of this cycle.

3.3.5 D2 : Inward cycle for terminal destuffing: This cycle will include all operations related to unloading of loaded container from a road Trailer in the terminal for destuffing and positioning it at the desired place, either directly or through nominated slot in container stack-yard, as directed by RSIC Officials. Shifting the loaded container from stacking area to nominated slot for destuffing within the terminal. Wherever, necessary container has to be placed on trailer and positioned at warehouse or nominated location, moving the empty container after destuffing to nominated stack, and stacking upto three high.

Incidental shifting and shuffling of other containers, if any, will be part of this cycle. Irrespective of the interval of time which may lapse between different parts of these operations the work described above shall constitute one cycle of activity for which the contractor will be paid consolidated charge per container.

Should RSIC feel the need to weigh the containers anytime during the cycle, the said container shall be weighed on the weighbridge located within the ICD as a part of the cycle mentioned above at no extra payment to the contactor.

Cargo Handling will not be a part of this cycle.

3.4 OUT OF CYCLE HANDLING WORK

3.4.1 OC-1. SINGLE HANDLING OF EMPTY CONTAINER:

The TO shall carry out any out of cycle lift-on/lift-off of empty container from Road Trailer to the nominated slot as directed by RSIC Officials. Alternatively, TO shall carry out any out of cycle lift-on/lift-off of empty container from nominated slot to Road Trailer as directed by RSIC Officials. Charge to be paid will be called OC-1.

3.4.2 OC-2. SINGLE HANDLING OF LOADED CONTAINER:

The TO shall carry out any out of cycle lift-on/lift-off of loaded container from Road Trailer to the nominated slot as directed by RSIC Officials. Alternatively, TO shall carry out any out of cycle lift-on/lift-off of loaded container from nominated slot to Road Trailer as directed by RSIC Officials. Charge to be paid will be called OC-2.

3.4.3 OC-3. HANDLING OF AIR & LCL CARGO & STUFFING IN CBTs [per Kg Rates to be quoted]

The following activities are to be completed under this para:

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Unloading of cargo from trucks. stacking in warehouse, preparation of tally of cargo. arranging Customs examination by taking out requisite lots and re packaging them , Stuffing the cargo in designated CBTs/ Container, Sealing of CBTs/ container. Charges to be paid to TO for such activity will be called OC 3

3.4.4OC-4. MOVEMENT OF CONTAINERS FOR WEIGHMENT

If any party wants to weigh the container outside the ICD premises, TO is required to load the container on a suitable vehicle, move it to a weighbridge within a radius of 3 kms. Of ICD, get it weighed, bring it back to ICD and put the container back in yard. It is clarified that the charges at weighbridge shall be paid by the customer who desires to have the weighment. Charges to be paid to TO for such activity will be called OC4

3.4.5 OC-5. BACK TO TOWN CARGO LOADING and part cargo handling

This is the only charge which will be cargo related & is applicable for any cargo that is required to be sent back to the town. For this, the TO will be paid a per ton charge for loading of such excess cargo onto road vehicles. The charge will be called OC 5.

3.5 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.

3.6 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 hours)
1.	Empty container loading on trailer/unloading from trailer	1
2.	Cargo stuffing in container (TEU)	3
3.	Cargo de-stuffing from container (TEU)	4
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	2
7.	Removal of import cargo into truck	3

In case of scrape imports, bulk cargo, heavy cargo or over dimensional cargo, etc the time frame will be decided by terminal Incharge, as per the field conditions.

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3.7 Unsatisfactory Performance and Consequences Thereof

- 3.7.1 The following shall constitute unsatisfactory performance under the Contract:
- a) Para 3.6 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 para 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 3.6 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 3.6 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 day or part thereof.
- 3.7.2 In addition to the penal charges payable as stipulated above for such failures as enumerated in para 3.7.1(b)&(c) RSIC will be at liberty to take any other legal action for unsatisfactory working, including but not limited to termination of the Contract.
- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 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.
- 3.7.6 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.

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- 3.7.7 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.
- 3.7.8 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 Chapter 3 and its Sub-Clauses. In this regard, the decision of the competent authority of the Corporation shall be final which will not be arbitral. 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 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.
- 3.7.9 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling 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.

3.8 Insurance

It is advisable for contractor to take a suitable insurance policy for 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 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.

3.9 Minimum Equipment to be Provided by the Contractor

- (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.
- (b). One reach stacker unit be deployed by the Contractor if required in view of volume of business which may be on lease. Reach Stacker will be must in case throughput increases beyond 500 Teus per month. The Contractor shall make necessary

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

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

Nevertheless, the benchmark for terminal operations as defined in 3.6 is to be adhered to, Terminal Operator shall anticipate and accordingly deploy equipments.

10 Provisions for Handling Equipments

- 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 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.

3.10.1 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.

3.10.2 The Contractor should possess and/or obtain required registrations and licenses for the operations of the handling equipment issued by the competent authorities. The Contractor shall also ensure that the equipments 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.

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

3.10.4 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

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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.

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

3.11 Provisions for Staff

3.11.1 The Contractor shall provide adequate number of trained supervisory staff and labour force at all the operational points to ensure proper handling 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.

3.11.2 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.

3.11.3 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.

3.11.4 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.

3.11.5 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.

3.11.6 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.

3.11.7 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 authorized representative.

3.11.8 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.

3.12 Duties and Responsibilities of Contractor not covered elsewhere

3.12.1 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

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and for any duration of time after the normal working hours as per requirements and circumstances or when the traffic so demands.

- 3.12.2 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 contractor and the Corporation, the rates shall be determined by MD/ Rajsico or an arbitrator appointed by him.
- 3.12.3 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.
- 3.12.4 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.
- 3.12.5 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.
- 3.12.6 Ordinary packing material shall be provided by the Contractor. The Contractor should also make provision for covering material of cargo, like tarpaulins etc.
- 3.12.7 All account books/papers and documents pertaining to the operations carried out in connection with the Contract whether prepared by the Contractor on his own or in pursuance of the instructions laid down in the Rules or Procedure of the ICD shall be open for inspections, audit and counter signature by the Manager (ICD) or any officer acting on his behalf including the Accounts and Audit Officers of the Accountant General of Rajasthan. The Contractor shall be responsible to produce the same at such time and place as may be directed by the Manager (ICD).
- 3.12.8 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.
- 3.12.9 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.
- 3.12.10 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.
- 3.12.11 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.
- 3.12.12 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

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, 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 reach stacker/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 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, as defined in clause 3.6, along with a maximum penalty of Rs.500/- per TEU per day or part thereof after five hours free time granted from the time of placement of road vehicle.
- iv) The Contractor shall exercise all care and precaution and use proper equipment for handling 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. 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 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 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

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

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- 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.
- 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.

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- 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 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.
- 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.

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- 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.

- 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.)

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- 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 Payments to contractor:

- 4.7.1 The Contractor may also be asked to provide additional Services not specifically provided for in this Contract, for which the pay out shall be at the rates as may be settled in the manner provided in Para 3.12.2. In the absence of an agreement being reached on the rates for such additional Services, Managing Director, RSIC and /or arbitrator so appointed by MD/RSIC, their decision will be final and binding. 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 rates shall be, offered / quoted by the tenderer in financial bid (BOQ) for handling of Containers & cargo.
- 4.7.3 Payments will be made on the basis of computation of 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 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 75% 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.

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- 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. 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.

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- 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.
- 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 Rates 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.

4.11 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.

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.

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- 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 else where.
- 4.14.5 **Upward/ Downward revision with fluctuations in Indices:** The contracted rates shall remain operative throughout the contract period except for variations in diesel prices, which will be reviewed every six month @ 0.3% for every 1% increase / decrease in diesel price due to government notification, duly supported by documentary evidence.

The rate will be reviewed every six months from the date of commencement of contract and will be effective from the first of following month, after completion of 6 (six) months.

All terms and conditions contained in page D-1 to D-50 along with their sub-paras have been read carefully, understood and accepted.

Signature of the Tenderer

Signature of the Tenderer: _____

Annexure - 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, Jaipur 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.
 - 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.

Signature of the Tenderer: _____

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: _____

**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.

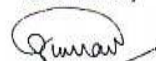
Please refer to a similar request made by RSIC vide letter No. EIS/2008-09/17061 dated 09.02.2009 and response of this office as communicated vide letter No. VIII(H)48/CT/RSIC/136/08/1494 dated 19.02.2009 (both copies enclosed)

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: _____

**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 17th 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.

Signature of the Tenderer: _____

D-41

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:
 - (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.

Signature of the Tenderer: _____

- (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;
- (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;

Signature of the Tenderer: _____

- (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 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:

Signature of the Tenderer: _____

- (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. 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

Signature of the Tenderer: _____

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.
 - (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: _____

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).

Signature of the Tenderer: _____

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.
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: _____

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: _____

Date -----

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

**We-----Bank do here by certify that M/s-----
----- is maintaining current a/c at our Branch. The party have
satisfactory performance with us. It can be considered good for normal business
commitments up to Rs One crore, as disclosed by them and the information and
records which are available with us.**

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

Signature of the Tenderer: _____