



Open E-Tender for Selection of Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR's terminal Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis.

Container Corporation of India Ltd.

भारतीय कंटेनर निगम लिमिटेड

CONCOR Bhawan, C-3, Mathura Road,
Opp. Apollo Hospital, New Delhi-110076.
Ph No: 011-41673093, 49512150/60

Open E-Tender No.: PCCORP---DL-MISI(MISC)/5/2024-CO

Date: 09-11-2024

S. No.	INDEX	Page No
Chapter - I	Introduction & Instruction for Bid Submission	03 - 05
Chapter - II	Tender Conditions	06 - 17
Chapter - III	Scope of Work	18 - 21
Chapter - IV	General Conditions	22 – 24
APPENDIX - 1	Financial Offer	25
APPENDIX - 2	Letter for Submission of Tender	26
APPENDIX-3	Integrity Pact	27 – 30
APPENDIX-4	Instructions For E-Tender Cum E-Auction	31 – 35
APPENDIX-5	Specimen of Declaration Regarding Banning of Business Dealings	36 – 37
APPENDIX-6	Specimen of Joint Venture Agreement/ Memorandum of Undertaking	38 – 42
APPENDIX-7 & 8	Specimen of Power of Attorney	43 – 46
APPENDIX-9	Specimen of Bank Guarantee for Performance Security	47 – 48
APPENDIX-10	Specimen of Bank Guarantee for Earnest Money Deposit (EMD)	49
APPENDIX-11	Specimen of Agreement for Deed of Adherence	50 – 52
APPENDIX-12	Specimen of Agreements	53
APPENDIX-13	Specimen Certificate regarding sharing land border with India	54
APPENDIX-14	The terminal layout map	55

CHAPTER – I

INTRODUCTION & INSTRUCTION FOR BID SUBMISSION

1. **About CONCOR**

Container Corporation of India Limited (CONCOR) is a leading Multi-Modal Logistics Service Provider and Largest Container Train Operator in India. The company has a vast network of Domestic and Exim terminals pan India. CONCOR is a Navratna CPSE under the administrative control of the Ministry of Railways and its equity shares are listed on NSE and BSE.

2. **About the Project**

CONCOR is contemplating to expand its footprints in warehousing business across the country. It presently owns and operates more than 40 lakh sq. ft. of warehousing space and intends to develop State-of-the-Art Warehousing Facilities at its different terminals with the partnership of private entities who are willing to associate with CONCOR in PPP model for long term. This Model will cater the demand of built to suit warehouses and also fulfil the requirement of 3 PL services of manufacturing industries.

In this direction for achieving this objective, CONCOR intends to foray into the warehousing business in Vadodara city by inviting bids from interested parties for the Selection of a Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR's Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis. Google map link for terminal location: <https://maps.app.goo.gl/mqSmLKDKpDAk5oHw9>. The terminal layout map is enclosed at Appendix 14.

3. **Brief Scope of Work**

- a) CONCOR will allot 6.12 Acre (i.e.24760 square meters) of land parcel on 'as is - where is' basis for a long-term license period of forty-five (45) years with a Clause for Extension for setting up a State-of-the-Art warehouse complex
- b) CONCOR will allot the land with structure and it will be in the scope of successful bidder to dismantle the same at their own cost.
- c) The Warehouse Logistics Partner will plan, design, develop, procure, construct, finance, upgrade, equip, operate, maintain and manage the State-of-the-Art warehouse complex of not less than One (01) lakhs Square Feet on the allotted land at their own cost.
- d) Operation and maintenance of the constructed State-of-the-Art Warehouse complex at their own cost.
- e) CONCOR will charge a land license fee at the rate of 6% of the industrial value of the allotted land, which will be escalated at the rate of 7% every year. The current industrial value of land is Rs. 42.83 Crore based on land value, annual land license fee is Rs. 2.57 Crore, this will be escalated at 7% every year.
- f) In addition to the land license fee, CONCOR will collect the revenue share from the successful bidder from the gross revenue of the Warehouse and allied services.
- g) The Successful bidder will provide the required equipment and requisite manpower for handling cargo and allied Services etc.
- h) The Successful bidder shall obtain all the statutory clearances /licenses/approvals and fit to operate certificate issued by Proper Authority at their own cost.
- i) After the completion of the contract period, ownership rights of the warehouse complex will be transferred to CONCOR.

4. **Instructions for the Bid Submission**

Tenderers must read these instructions before submitting the bid:

- a) The bid document can be downloaded from the website www.tenderwizard.com/CCIL during the tender issue period.
- b) This tender notice is also available on the web site www.concorindia.co.in and website of Central Public Procurement Portal (<http://eprocure.gov.in>).
- c) For any difficulty in downloading & submission of bid at website www.tenderwizard.com/CCIL, please contact the helpdesk no.080-45811365 or email: saurabh.k@tenderwizard.com.
- d) Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/ difficulty/ in-accessibility of downloading for any reason whatsoever.
- e) For addendum/ corrigendum, Bidders should visit www.concorindia.co.in and www.tenderwizard.com/CCIL, if any, till the time of opening of the bid. Newspaper press advertisements shall not be issued for the same.
- f) All bids must be submitted through e-tendering mode only through the website www.tenderwizard.com/CCIL containing two separate e-bids viz. Technical Bid and Financial Bid. Bidders who qualify in technical evaluation will proceed for further process. No other mode is acceptable and will be summarily rejected if the bids are received through any other mode.
- g) To participate in this Tender, it is mandatory for the interested parties to have user ID & password, issued by M/s ITI Limited.
- h) A pre-bid meeting would be held on 19-11-2024 at 15:00 Hrs to clarify doubts, etc. before the bidder submits its bid.
- i) Any clarification on bid documents can be sought in writing and should reach this office two days before the pre-bid meeting for CONCOR to examine the same well in advance. However, any modifications of the bidding documents, which may become necessary as a result of pre-bid meeting shall be made through an addendum/corrigendum and the same shall be binding and prevail over the pre bid response.
- j) All the bids received shall be opened on the date and time mentioned in the Tender Notice. The sequence of opening shall be:
 - a) Technical Bid.
 - b) Financial Bid.
- k) The Earnest Money Deposit (EMD) of ₹ 10 (Ten) Lakhs to be paid through e-payment or crossed Demand Draft or Bank Guarantee (BG) from any Nationalised / Scheduled Bank in favour of Container Corporation of India Limited, payable at Delhi. BG should be valid minimum of 180 days from the date of tender opening and should be in the proforma approved by CONCOR (Appendix-). A scanned copy of the e-payment/DD/BG should be uploaded to the website www.tenderwizard.com/CCIL.
- l) The Original DD/ BG should be submitted to CONCOR before the opening of the tender.
- m) Bidders submitting their offers as MSE, The bidders qualifying as MSE (as per Clause 10 of Chapter-II) shall be given the following exemptions: -
 - (i) Tender sets shall be issued free of cost to MSE's registered Agencies.
 - (ii) Bidder will be exempted from payment of Earnest Money Deposit (EMD).
- n) **Technical Bid:** The Technical Bid will contain all pages of the Bid Document, including corrigendum/addendum, if any, signed by the authorized person and scanned documents listed below must be uploaded on or before 15:00 Hrs of 09-12-2024 on the website www.tenderwizard.com/CCIL:
 - (i) Signed and stamped copy of the Tender Document on each page.
 - (ii) Tender Letter for submission of E-Tender (Appendix-2)
 - (iii) EMD of ₹ 10 (Ten)Lakhs.
 - (iv) Eligibility Criteria Documents as per Clause no. 2, Chapter-II

- 1) Self-attested copy of net worth certificate issued by Chartered Accountant's Certificate. In case of the joint venture, the leading partner should have a positive Net Worth.
 - 2) Self-attested copy of the proof of experience certified by Chartered Accountant in operation/maintenance of warehouse facility or Construct/Develop the warehouse / Industrial estate.
- (v) Certificate regarding that the Bidder is not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders /contract as per Appendix-5
- (vi) Certificate regarding the Bidder sharing the land border with India to submit the certificate as per Appendix-13
- o) **Financial Bid:** The Financial Bid duly filled and digitally signed as per format in Appendix-1, shall be uploaded on or before 15:00 Hrs of 09-12-2024 on the website www.tenderwizard.com/CCIL.
- p) The instructions issued by the Department of Public Enterprises (DPE) on the subject "Restrictions under rule 144 (xi) of General Financial rules (GFR's) 2017" vide letter dated 30-07-2020 and subsequent letter(s) shall be applicable in this contract.

5. E-Tender Notice

Open E-Tender No.	PCCORP---DL-MISI(MISC)/5/2024-CO Date: 09-11-2024
Name of Work	Open E-Tender for Selection of Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR's terminal Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis.
Earnest Money Deposit (EMD)	₹ 10 (Ten) Lakhs
Period of Contract	Forty-five (45) years
Pre-Bid Meeting	19-11-2024 at 15:00 Hrs. at Container Corporation of India Limited, CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076
Tender Processing Fee	Rs.4,720/- Inclusive of all taxes and duties through e-payment.
Date of Issue (Online)	From 09-11-2024 11:00 Hrs. to 09-12-2024 up to 11:00Hrs.
Date & Time of submission	From 09-11-2024 11:30 Hrs. to 09-12-2024 up to 15:00 Hrs.
Date & Time of opening for Technical Bid	09-12-2024 at 15:30Hrs.
Opening date and time of Financial Bid	To be intimated
Validity of the bids	180 days from the date of opening of tender.
Tender Fee	Rs. 1000/- (Rupees One thousand only.) inclusive of all taxes and duties through e-payment.

Executive Director (Distribution Logistics)
Container Corporation of India Ltd.
(A Govt. of India Undertaking)
Email: sanjayb@concorindia.com

TENDER CONDITIONS

1. The applicant/bidder must be a Proprietorship firm / Partnership firm /Limited Liability Partnership (LLP) firm / Private limited firm / Public Limited Company/ Joint Venture firm / Alternative Investment Fund (AIF)/Foreign Investment Fund (FIF).

2. **Eligibility Criteria:**

- 2.1 **Financial Suitability-**

The bidder should have a positive Net Worth in the latest financial statement i.e. 2023-24. In case of the joint venture, all partners should have a positive Net Worth in the latest financial statement i.e. 2023-24.

In case of the AIF/FIF, the entity who directly or indirectly, owned, controlled, managed or sponsored by commonly controlled investment Manager should have a positive Net Worth.

The Entity shall mean a person who controls, is controlled by or is under the common control with such Bidder. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law

A certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Entity of the Bidder as the case may be.

"Net Worth" shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Documents to be submitted: The bidder should submit Chartered Accountant’s Certificate related to the net worth of the bidder.

- 2.2 **Technical Suitability (Experience)** - Bidder or JV/AIF/FIF (any partners) under its brand name should have experience in operation and maintenance of the one (01) warehouse facility having a built-up area of 67000 sqft for a minimum continuous period of one (01) year in the last four financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24.

Or

Construct/Develop the warehouse / Industrial estate having a built-up area of 67000 sqft in the last four financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24.

Documents to be submitted: The bidder should submit the proof of experience certified by Chartered Accountant.

3. The Bidder shall certify that he/she is not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders /contract on the date of submission of bids (Appendix-5).

4. **Participation as Proprietor Firms**

In case the bidder is a proprietary firm, it shall be signed by the proprietor with full name and the name of his firm with its current address and should submit a copy of notarized affidavit on Stamp Paper declaring that his/ her Concern is a Proprietary Concern and he/she is the sole proprietor of the Concern OR he/she is in the position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other members to act on behalf of HUF (Appendix-8).

5. **Participation as Partnership Firms/ Limited Liability Partnership (LLP):**

- a) The partnership firm/ LLP shall have been in existence or shall have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. The LLP should be registered with the Ministry of Corporate Affairs as per the Provisions of LLP Act.
- b) The partnership firm/ LLP shall have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the partnership firm/ LLP shall be called partners.
- c) Once the tender has been submitted, the constitution of the partnership firm/ LLP shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from CONCOR.

The re-constitution of partnership firm/ LLP in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the partnership firm/ LLP, in any case, shall be at the sole discretion of CONCOR and the bidder shall have no claims what-so-ever.

If any Partner/s withdraws from the partnership firm/LLP after opening of the tender and before the award of the contract, the offer shall be rejected.

- d) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- e) One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who would be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him/her/them to submit & sign the tender, sign the agreement, receive payment, make correspondences, compromise/ settle / relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- f) On issue of Letter of Intent (LOI)/ Letter of Acceptance (LOA) to the partnership firm/LLP, Performance Security shall be submitted only in the name of the partnership firm/LLP and no splitting of guarantees among the partners shall be acceptable.
- g) On issue of Letter of Intent (LOI)/ Letter of Acceptance (LOA), contract agreement with partnership firm/ LLP shall be executed in the name of the firm only and not in the name of any partner.
- h) In case the Letter of Intent (LOI)/ Letter of Acceptance (LOA) is issued to a partnership firm/ LLP, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - (i) Joint and several liabilities: The partners of the partnership firm/ LLP to which the Letter of Intent (LOI)/ Letter of Acceptance (LOA) is issued, shall be jointly and

severally liable to the CONCOR for execution of the contract in accordance with tender conditions. The partners shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof, and even after termination of the contract.

- (ii) Duration of the partnership/LLP deed and partnership firm / LLP agreement: The partnership/LLP deed/ partnership firm/ LLP agreement shall not be modified/ altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. The constitution of the partnership firm/ LLP shall not be allowed to be modified / altered / terminated, except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from CONCOR. Any change carried out by partners in the constitution of the firm/LLP without permission of CONCOR, shall constitute a breach of the contract, liable for determination of the contract under the contract conditions.
- (iii) Governing laws: The partnership firm/LLP agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (iv) No partner of the firm shall have the right to assign or transfer the interest/ right or liability in the contract without the written consent of the other partner/s and that of the CONCOR.

- i) The bidder shall clearly specify that the tender is submitted on behalf of a partnership firm/ LLP. The following documents shall be submitted by the partnership firm/LLP, with the tender:
 - (i) An undertaking of submission of Bid on behalf of Partnership Firm/LLP.
 - (ii) A copy of partnership/LLP deed.
 - (iii) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the partnership firm/LLP (Appendix-7).

6. **Participation as Private/ Public Limited Company**

Tender is submitted by a Private/ Public Limited Company, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the Tender, in which case a certified copy of the Board resolution/ Power of attorney shall accompany the Tender document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the Tender document.

- a) The majority shareholders/promoters of the Company shall not be permitted to simultaneously participate in this tender.
- b) The following documents shall be submitted by the bidder with the tender:
 - (i) A certified copy of the Board resolution/ Power of attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the bidder.
 - (ii) Memorandum and Articles of Association of the Bidder.

7. **Participation as Joint Venture (JV) Company**

- a) Separate identity/ name shall be given to the Joint Venture.
- b) Number of members in a JV shall not be more than three (a member holding stake itself including through beneficial owner(s) will be taken as one member). One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share (including its beneficial owner(s)) of interest in the JV. The other members shall have a share of not less than 10% each (including its beneficial owner(s)) in case of JV. In case of JV with

- foreign member(s), the Lead Member has to be an Indian firm/ company with a minimum share of 51% in JV.
- c) A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
 - d) A copy of Memorandum of Understanding (MoU) / JV Agreement duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. The MOU/ JV Agreement shall be as per format provided in Appendix-6 to be submitted for an existing or proposed JV.
 - e) Once the Tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender.
 - f) Approval for change of constitution of JV shall be at the sole discretion of the CONCOR. The constitution of the JV shall not be allowed to be modified after submission of the Tender by the JV, except when modification becomes inevitable due to succession laws etc with the prior permission of CONCOR, provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
 - g) Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. with the prior permission of CONCOR. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
 - h) After the award of work to a JV, the Security Deposit shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
 - i) An existing entity may participate in the tender as joint venture, wherein its partners in case of partnership/LLP will be its JV partners and in case of a Company its shareholders will be JV partners.
 - j) if the JV is yet to be formed after the award of work, the MOU/ JV agreement between members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case of Company) or before the Registrar/ Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or with MCA under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the CONCOR before signing the agreement. In case the bidder fails to observe/ comply with this stipulation of award of work, the contract is liable to be terminated.
 - k) This Joint Venture Agreement shall have, inter-alia, following Clauses:
 - (i) Joint and Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the CONCOR for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (ii) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
 - (iii) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

- l) Authorized Member - Joint Venture members in the JV /MoU shall authorize one of the members on behalf of the Joint Venture to deal with the Tender, sign the agreement or enter into contract in respect of the said Tender, to receive payment(s). All notices/ correspondences with respect to the tender would be sent only to this authorized member of the JV.
- m) No member of the Joint Venture shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of CONCOR in respect of the said tender/ contract.
- n) Documents to be enclosed by the JV along with the tender:
 - (i) In case one or more of the members of the JV is/are partnership firm(s)/LLP: following documents shall be submitted:
 - 1) A copy of the Partnership/LLP Deed,
 - 2) A copy of consent of all the partners for individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - 3) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (ii) In case one or more members is/are Proprietary Firm or HUF: the following documents shall be enclosed: A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
 - (iii) In case one or more members of the JV is/are companies: the following documents shall be submitted:
 - 1) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - 2) A copy of Memorandum and Articles of Association of the Company.
 - 3) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

Further, As per Appendix-6 MOU/JV Agreement will be submitted irrespective of constituents of the JV:

8. **Participation as Alternative Investment Fund (AIF) / Foreign Investment Fund (FIF)**
 - a) "AIF" shall have the meaning as ascribed to the term 'Alternative Investment Fund' under Regulation 2(1)(b) of the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (as amended); and "Foreign Investment Fund" shall mean any pooled investment vehicle or investment fund which is registered or recognized with a securities market/banking regulator/relevant government authorities of a 'foreign jurisdiction'; and "foreign jurisdiction" means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission's Multilateral Memorandum of Understanding (IOSCO's MMOU) (Appendix A signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies. It

is further clarified that if the Foreign Investment Fund (FIF) registered in the foreign country as per the requirement of that country is not required to be registered or recognized with any government agency. In this case the bidder is required to submit an explanation from the legal counsel clarifying the same along with the undertaking signed by the Authorized signatory certifying the same.

- b) **“ACI” or Available Capital for Investment**” shall mean minimum investible funds (i.e. immediately available funds for investment and callable capital (including any undrawn capital commitments available with the AIF/FIF or its Associate Entities) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time). In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 1 (one) month prior to the date of Bid Submission;

9. **Earnest Money Deposit (EMD)**

- a) Bidder shall be required to deposit EMD of ₹ 10 (Ten) Lakhs through e-payment or crossed Demand Draft (DD) from any Nationalised / Scheduled Bank in favour of Container Corporation of India Limited, payable at Delhi.
- b) BG should be valid minimum of 180 days from the date of tender opening and should be in the proforma approved by CONCOR (Appendix-10).
- c) A scanned copy of the e-payment/DD/BG should be uploaded to the website www.tenderwizard.com/CCIL.
- d) The Original DD/BG should be submitted at the office of the Executive Director (Distribution Logistics), CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076 before opening the tender.
- e) The document submitted without EMD will be summarily rejected.
- f) No interest will be payable by CONCOR on the Earnest Money Deposit
- g) The EMD may be forfeited:
- i. If the Bidder withdraws his bid during the period of bid validity.
 - ii. In case of any misdeclaration/ submission of forged documents/ any misrepresentation about the bidder’s credentials/ violating any of the tender terms & conditions.
 - iii. In case the successful bidder fails to furnish the security deposit and /or execute an agreement in time, besides other remedies as may be available to CONCOR
- h) The EMD of the unsuccessful bidders will be returned once the Letter of Award (LOA) is issued to the successful bidder.
- i) The EMD shall be returned to the successful Bidder after signing the agreement and submission of the Security Deposit.
- j) The Earnest Money deposited by the successful bidder will be adjusted towards the Security Deposit. In case the bidder chooses any other option, EMD will be refunded after receipt of the Security Deposit in full.

10. **Exemption of EMD for Micro and Small Enterprises (MSEs):**

- a) MSEs who are interested in availing of the benefits will enclose with their offer the proof of their being MSE registered (for tendered item) with any of the agencies mentioned in the notification of the Ministry of MSME.
- b) The MSEs should submit the Udhyaam Registration Certificate along with the Bid and the registration certificate should be valid at the time of opening of bid.
- c) Eligible MSEs are exempted from the cost of tender documents and Earnest Money Deposit (EMD).

- d) Failing to fulfil the conditions as per (a) and/or (b) above, such offers will not be liable for consideration of MSE benefits and shall be liable for rejection.
- e) “CONCOR is registered with TReDS Platform of RXIL (Receivables Exchange of India Ltd.) having Buyer registration Number “CO0000642”. The URL for RXIL Platform is “https://www.rxil.in”. MSE suppliers/vendors are required to register themselves on RXIL Platform for availing the facility of bill discounting on TReDS portal. The URL for onboarding is “https://onboarding.rxil.in/customerapp/home”.
- f) MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- g) MSE Vendor hereby agrees to indemnify, hold harmless and keep CONCOR and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer’s breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- h) CONCOR shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor’s) invoices.

11. Validity of Offer

The tenderer shall keep his offer valid for 180 days from the date of opening of the tender. If required the offer should be extended by another 180 days on the request of CONCOR.

12. Financial Bid:

- a) Reserve price for annual Revenue Share in Absolute terms the Financial Bid is kept at Rs 2.31 Crore for the first year. Bidders are required to quote the rate equal or above the Reserve price. Bidders will not be allowed to bid below the Reserve Price.
- b) The Financial Bid should be submitted through online mode only, as per proforma at Annexure-I.
- c) Bidder is required to quote the Gross revenue (In Absolute) which will be generated from the commercial earnings of the State-of-the-Art warehouse complex in a year but not limited to Storage rental, Handling, Value-Added Services, First/Last Mile and any other activities related to the State-of-the-Art warehouse complex in the said premises.
And to quote the Revenue Share in percentage (%) and Absolute terms up to two decimal points, which is to be paid to CONCOR from the gross revenue of State-of-the-Art Warehousing Complex.
- d) The quoted revenue share in Absolute terms shall be treated as Minimum Assured Revenue.

The Illustration for the Selection of the bidder and Minimum Assured Revenue (MAR) are as under:

Sr. No.	Particulars	Case-1	Case-2
1	Gross revenue offered by Warehouse Logistic Partner	Rs 10 Crore	Rs 20 Crore
2	Revenue Share offered by Warehouse Logistic Partner in percentage of above gross revenue	15%	10%
3	Revenue Share offered by Warehouse Logistic Partner in Absolute terms (Minimum Assured Revenue)	Rs 1.5 Crore	Rs 2 Crore

Note:

1. In the above, Case-2 is considered a "Selected Bidder" for the award of this work.
2. In the above, Rs 2 Crore will be considered as "Minimum Assured Revenue"(MAR).

- e) In case the gross revenue generated by the Warehouse Logistics Partner in the specific year is lower than the quoted gross revenue, then the Warehouse Logistics Partner will pay the Minimum Assured Revenue.
- f) In case the gross revenue generated by the Warehouse Logistics Partner in the specific year is higher than the quoted gross revenue, then the Warehouse Logistics Partner will pay the Revenue Share at the rate of the quoted percentage on the total generated gross revenue.

The Illustration for the Revenue Share payable to CONCOR are as under:

Sr. No.	Particulars	Case-1 (Quoted)	Case-2 (< Quoted)	Case-3 (> Quoted)
1	Annual Gross Revenue	Rs.20 Crore	Rs. 15 Crore	Rs.25 Crore
2	Revenue Share to be paid by Warehouse Logistic Partner to CONCOR in percentage	10%	10%	10%
3	Revenue Share to be paid by Warehouse Logistic Partner to CONCOR in Absolute terms	Rs. 2 Crore	Rs. 2 Crore	Rs. 2.5 Crore

- g) Minimum Assured Revenue will be escalated at the rate of 10% after an interval of every Three (03) years till the end of the contract.

The Illustration for Escalation of Minimum Assured Revenue (MAR) are as under:

Sr. No.	Particulars	Remarks
1	1 st Year MAR	Rs. 2 Crore It is the Base amount for consideration of 1 st escalation
2	Base Year for 1 st escalation	05-07-2024 The commissioning date of the State-of-the-Art Warehouse Complex is considered for the same.
3	Rate of Escalation	10% -
4	1 st Escalation w.e.f.	05-07-2027 It is considered after three (03) year
5	1 st escalation amount @10%	0.20 Crore Sr. No. 1 (x) Sr. No.3/100
6	2 nd MAR w.e.f. 05-07-2027	Rs.2.20 Crore 1st Year MAR plus (+) 1st escalation amount is the base amount for 2nd escalation
7	Base year for 2 nd Escalation	05-07-2027 It is considered after three (03) year
8	Rate of Escalation	10% -
9	2 nd Escalation w.e.f.	05-07-2030 It is considered after three (03) year
10	2 nd escalation amount @10%	0.22 Crore Sr.No. 6 (x) Sr. No.8/100
11	3 rd MAR w.e.f. 05-07-2030	Rs.2.42 Crore 2nd MAR plus (+) 2nd escalation amount is the base amount for 3rd escalation

Note: Calculation for Partial Period(Days/Months)

1. Yearly MAR/12 Months = 1 month's MAR
2. Exceeding of 1 day or above till 29 days will be considered as a whole month.
3. Partial period MAR = number of months x 1 month MAR

- h) In addition to Revenue Share, the bidder shall be liable to pay land license fee at the rate of 6% of the industrial value of the allotted land, which will be escalated at the rate of 7% every year.

The current industrial value of land is Rs. 42.83 Crore based on land value, annual land license fee is Rs. 2.57 Crore, this will be escalated at 7% every year.

13. **Selection of Bidder**

- a) CONCOR shall open Technical Bids on the scheduled date and time in the presence of the Bidders who choose to attend.
- b) To facilitate the evaluation of Bids, CONCOR may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- c) CONCOR would announce a list of eligible bidders as Qualified Bidder for the opening of Financial Bid. CONCOR will not entertain any query or give any clarification to the Bidder, who could not be shortlisted.
- d) Opening of Financial Bids - Financial Bids of only those Bidders who are announced as “Qualified Bidders” after the Technical Assessment shall be opened by CONCOR on the date notified by CONCOR.
- e) The bid shall be evaluated on the Highest Revenue Share in Absolute terms.
- f) Qualified Bidders, who have offered the Highest Revenue Share as per the Financial Offer – **Annexure-I** shall be considered as “Selected Bidder” for award of this work after following the due procedure.
- g) The Highest quoted Revenue Share will be considered H-1 for e-auction.
- h) E-Auction will be conducted among the eligible bidders. Once the H-1 is arrived, the e-auction will be activated in case of participation by two or more vendors in the Auction. The H-1 rate obtained in the Auction will be the base price for e- auction. After the completion of e- auction, a window will appear for 02 Hrs for obtaining of consent from those vendors who have participated in the bidding process, on H-1 rates & applicable Terms & Conditions by the way of YES or NO. E-auction guidelines are placed at Annexure-4.
- i) The CONCOR shall issue the “Letter of Award (LOA)” to the “Selected Bidder” after E-Auction or In case the number of qualified bidder is only one, it will proceed through normal e-Tendering mode.
- j) New rates (i.e. Revenue Share in Absolute terms) after E-Auction.
 - (i) New Rate (i.e. Revenue Share in Absolute terms) = The start price for the e-Auction which was notified by CONCOR (i.e. H-1 price of the financial bid of the qualified bidders) [+] incremented price which is quoted in the e-Auction.
 - (ii) After establishing the New rates (i.e. Revenue Share in Absolute terms), the revenue share percentage will be recalculated accordingly, without any change in Annual Gross revenue, which is quoted in the financial bid of that bidder.
- k) Please take note that the issuance of the LOA/Agreement does not grant or vest any ownership rights and/ or possession rights over the Site in favour of the Warehouse Logistic Associates in any manner whatsoever, and CONCOR will continue to have complete ownership of the Site.

14. **Execution of Contract Document:**

- a) The authorized representative of the successful bidder shall appear at the office of the Executive Director (Distribution Logistics) or any authorized representative of CONCOR, Container Corporation of India Ltd to sign the contract agreement within thirty (30) days from the date of issue of Letter of Award (LOA).
- b) The Executive Director (Distribution Logistics) or any authorized representative of CONCOR may extend the time for execution of the Agreement at the request of the Bidder, or in the interest of CONCOR if there are sufficient reasons for doing so.

15. **Security Deposit:**

- a) The successful tenderer will be required to furnish a security deposit equivalent to three (03) months Minimum Assured Revenue amount towards successful performance under this contract at the time of signing of the agreement. No interest shall be allowed or paid on the performance security deposit.

- b) Executive Director (Distribution Logistics) or any authorized representative of CONCOR may extend the time for execution of the Agreement at the request of the Bidder, or in the interest of CONCOR if there are sufficient reasons for doing so.
- c) The security deposit may be submitted in any of the following forms:
 - (i) Bank Guarantee of any Nationalised/ Scheduled Bank in the proforma approved by CONCOR (Appendix-9). The BG shall be valid for forty-five (45) years plus six months from the date of issue. However, in case the Bank does not issue the Bank Guarantee for 45 years in a single span, then the Warehouse Logistics Partner will issue the Bank Guarantee as per the R.B.I. guidelines and the validity of the Bank Guarantee will be extended from time to time till the contract period plus six months.
 - (ii) Demand Draft / Pay Orders/E-Payment
- d) In case the contract is extended for further period, as provided in Para 17 of Chapter II, the validity of the Security Deposit instrument will be accordingly extended by the successful tenderer by an equivalent duration of time.
- e) CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the successful tenderer to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the successful tenderer shall forthwith pay the same.
- f) In the event of any such deduction being made from the security deposit, the successful tenderer shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall take any other remedy or right available under law.
- g) The security deposit referred to above may be forfeited to CONCOR in the event of any breach, of terms and conditions of the contract on the part of the successful tenderer, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.
- h) The security deposit referred to above may be forfeited to CONCOR in case the State-of-the-Art Warehouse complex and allied infrastructure/ services is not commissioned within 24 months from the date of signing of the contract, by the successful tenderer, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.

16. **Refund of Security Deposit:**

The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Terminal Manager/any authorized representative of CONCOR .

17. **Period of Contract:**

- a) The contract period shall be for the period of forty-five (45) years from the date of signing the contract. The same may be extended on mutually agreed terms and conditions and as may be deemed fit by CONCOR.
- b) The Warehouse Logistic Partner will commission the State-of-the-Art Warehouse complex and allied infrastructure/ services within 24 months from the date of signing of the contract.
- c) The Executive Director (Distribution Logistics) or any authorized representative of CONCOR may extend the time for commission the State-of-the-Art Warehouse complex and allied infrastructure/ services at the request of the Bidder, or in the interest of CONCOR if there are sufficient reasons for doing so.

18. **Integrity Pact:**
The bidder has to sign the Integrity Pact as per Appendix-3 and upload it with the technical bid.
19. **Disclaimer:** CONCOR may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. CONCOR reserves the right to cancel the tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide. Bidder(s) should make their own assessment about the feasibility and viability of the project.
20. **Bidders from the Country Which Shares Land Border With India:-**
- 20.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).
- 20.2 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 20.3 “Bidder from a country which shares a land border with India” for the purpose of this Order Means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above
- 20.4 The beneficial owner for the purpose of (19.3) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-
- Explanation –
- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.
- In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in

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

- 20.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 20.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

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

- 21. The Warehouse Logistics Partner is free to arrange loan/funds for the development of the State-of-the-Art warehouse complex either from India or abroad, However, Warehouse Partner will not be allowed to mortgage the land / State-of-the-Art warehouse complex for the same.

CONCOR does not undertake any responsibility of whatsoever nature towards the loan transaction between the Warehouse Logistics Partner and Lender Institution. The Warehouse Partner shall be solely responsible for its commitment under the loan transaction to the Lender Institution.

The Warehouse Partner will be solely responsible for meeting all expenses/costs whatsoever either direct or incidental in this connection under these clauses.

- 22. In case, payments/revenue is received by Warehouse Logistics Partner from end customers either in foreign currency or in Indian Rupees, then the revenue share of the CONCOR out of these receipts may be paid in Indian Rupees only.

SCOPE OF WORK

1. **Role and Responsibility of CONCOR:**
 - a) CONCOR will allot 6.12 Acre (i.e.24760 square meters) of land parcel on 'as is - where is' basis for a long-term license period of forty-five (45) years with a Clause for Extension for setting up a State-of-the-Art warehouse complex.
 - b) CONCOR will earmark exact location of the land parcel for setting up a State-of-the-Art warehouse complex at the CONCOR terminal.
 - c) CONCOR will grant the Right of way, Access and License to the allotted land for the purpose of and to the extent conferred by the provisions of this tender.
 - i) CONCOR will charge land license fee at the rate of 6% of industrial value of the allotted land which will be escalated at the rate of 7% every year from the signing of the agreement. The current industrial value of land is Rs. 42.83 Crore based on land value; annual land license fee is Rs. 2.57 Crore, this will be escalated at 7% every year.
 - j) CONCOR may review the land license fee payable by the Contractor under the terms of this Agreement after the fifteenth (15th) and thirty (30th) years of the Agreement.
 - k) Any adjustment to the land license fee shall require the mutual written consent of both parties. If the parties are unable to agree on a revised land license fee, the fee in effect prior to the review shall continue to apply until the next scheduled review, if any
 - l) In addition to the land license fee, CONCOR will collect the revenue share from the successful bidder from the gross revenue of the State-of-the-Art Warehouse and allied services.
 - m) The developed State-of-the-Art Warehouse Complex will be branded as a CONCOR facility from the branding perspective. The name of this facility shall be “CONCOR- (Developer’s Brand) State-of-the-Art Warehouse Complex”.

2. **Role and Responsibility of Warehouse Logistics Partner at their own cost:**
 - a) The Warehouse Logistics Partner will set up State-of-the-Art warehousing complex at CONCOR terminal.
 - b) State-of-the-Art warehousing complex include the following but not limited to :
 - i) The Warehouse Logistics Partner will construct the minimum One (01) Lakh Sqft State-of-the-Art warehouse on the allotted land. However, CONCOR has no objection, in case State-of-the-Art warehouse is constructed of more than One (01) Lakh Sqft.
 - ii) Internal roads and Circulation Area (including paved area)
 - iii) Truck and Vehicle Parking
 - iv) Utilities such as water, rainwater harvesting, storm water/sewage/ solid waste management system, electrical/firefighting system, IT Infrastructure (hardware and software), Security of the area along with CCTV
 - v) Landscaping and Horticulture Area
 - vi) Any other facilities or Services required on case-to-case basis for smooth functioning and operation of the Warehouse Facility.
 - c) CONCOR will allot the land with structures and it will be in the scope of successful bidder to dismantle the same at their own cost. The approximate existing structures are as under:
 - i) Damaged Warehouse – 2788 sqm
 - ii) Dilapidated shed -1000 sqm
 - iii) Small structure – 50sqm
 - iv) Old and Damaged admin building – 600sqm
 - v) Other small building – 40sqm
 - d) The Warehouse Logistics Partner will plan, design, develop, procure, construct, finance, upgrade, equip, operate, maintain and manage the State-of-the-Art warehouse complex as per the terms and conditions of this Agreement including Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice and transfer the same to the CONCOR after the completion of the contract period.

- e) The Warehouse Logistic Partner will commission the State-of-the-Art Warehouse complex and allied infrastructure/ services within 24 months from the date of signing of the contract. This period will be considered a moratorium period and the Warehouse Logistic Partner will not be liable to pay any revenue share during this period. However, if any revenue-generating business from the premises is conducted during the moratorium, the Warehouse Logistic Partner shall be liable to pay revenue share at the rate of the quoted percentage on the total generated gross revenue.
- f) The land license fee will be applicable from the date of the agreement signing and this will be applicable on the moratorium period.
- g) The land license fee shall be payable within 30 days from the signing of the agreement. In the subsequent years, the land license fee shall be paid in advance every year along with applicable taxes in the first month of every financial year. CONCOR shall submit the Invoice within 1st week of the first month of every financial year. The advance LLF against the Invoice raised should be paid within 30days from the date of the invoice.
- h) If the Warehouse Logistics Partner fails to pay the land license fee within 30 days from the Date of the Invoice, CONCOR shall levy 'Late Payment Surcharge' @ 18% per annum, besides its right to terminate, forfeit EMD/security deposit or any remedy as may be available to CONCOR.
- i) Revenue Share: The Warehouse Logistic Partner has to pay revenue share from the gross revenue of State-of-the-Art Warehousing Complex, from the commission date of the facility.
- j) The applicable Taxes on the "Revenue Share" shall be paid by Warehouse Logistics Partner at actuals to CONCOR, as per the prevailing rates.
- k) The gross revenue shall mean the aggregate of all revenue earned/generated from the State-of-the-Art warehouse complex but not limited to Storage rental, Handling, Value added Services, First/Last Mile and any other activities related to the State-of-the-Art warehouse complex in the said premises.
- l) The other activities mean Transportation Charges, Weighment Charges, Cargo Handling Charges (Mechanize/Manual), Internal Shifting Charges, Packing/Un-packing Charges, Fumigation/Lashing Charges, Labelling Charges, knitting Charges, Invoicing Charges, Palletization Charges to be executed by Warehouse Logistics Partner/Third Party. Any new activities/logistics services to be introduced in the facility shall be required prior permission of CONCOR.
- m) The First Mile means, The transport of goods coming from customers premises to the State-of-the-Art Warehouse Complex to avail the services provided to the customers by Warehouse Logistics Partner.
- n) The Last Mile means, the transport of goods going to customers premises from State-of-the-Art Warehouse Complex after availing the services of Warehouse Logistics Partner by the customer.

Illustration of First Mile Last Mile Logistics:

1. Door to Terminal Service (First-Mile Logistics): - Vehicle Arranged by Warehouse Logistics Partner

- i) In case a customer wants to send the cargo from their premises to the Warehouse Complex, then the Warehouse Logistics Partner will arrange the vehicle to pick up the cargo from the customer's premises. The customer will load the cargo in the vehicle.
- ii) The Warehouse Logistics Partner will bring the vehicle to the entrance gate of the warehouse complex and will park the vehicle at the unloading point.
- iii) The Warehouse Logistics Partner will make unloading arrangements for the cargo from the vehicles through mechanised/manual handling into the warehouse after necessary documentation.

2. Door to Terminal Service (First-Mile Logistics): - Vehicle Arranged by Customer

- i) In case a customer wants to send the cargo from their premises, then Customer will load the cargo in the vehicle arranged by them.
- ii) Customer will bring his vehicle at entrance gate of the warehouse complex and will park the vehicle at unloading point.
- iii) Warehouse Logistics Partner will make unloading arrangement of the cargo from the vehicles through mechanised/manual handling into the warehouse after necessary documentation.
- iv) The customer will take the vehicles out of the warehouse complex after making necessary formality at exit gate.

3. Terminal to Door Service (Last-Mile Logistics): Vehicle Arranged by Warehouse Logistics Partner

- i) In case a customer wants to get delivery of cargo from the warehouse complex, then the Warehouse Logistics Partner will arrange the vehicle to deliver the cargo to the customer's premises.
- ii) The Warehouse Logistics Partner will make loading arrangements for the cargo into the vehicles through mechanised/manual handling from the warehouse after necessary documentation.
- iii) The Warehouse Logistics Partner will take the vehicles out of the warehouse complex after making necessary formality at the exit gate.
- iv) Customer will unload the cargo from the vehicle at their premises through their own arrangement.

4. Terminal to Door Service (Last-Mile Logistics): Vehicle Arranged by Customer

- i) In case a customer wants to get delivery of cargo from the warehouse complex, then the Warehouse Logistics Partner will deliver the cargo in the vehicles arranged by the customer.
- ii) The customer will bring his vehicle to the entrance gate of the warehouse complex and will park the vehicle at the loading point.
- iii) The Warehouse Logistics Partner will make loading arrangements of the cargo into the vehicles through mechanised/manual handling from the warehouse after necessary documentation.
- iv) The customer will take the vehicles out of the warehouse complex after making necessary formality at exit gate.
- v) Customer will unload the cargo from the vehicle at their premises through their own arrangement.

Note: Terminal refers to Warehouse complex; Door refers to Customer's premises

- o) The quoted revenue share in Absolute terms shall be treated as Minimum Assured Revenue.
- p) In case the gross revenue generated by the Warehouse Logistics Partner in the specific year is lower than the quoted gross revenue, then the Warehouse Logistics Partner will pay the Minimum Assured Revenue.
- q) In case the gross revenue generated by the Warehouse Logistics Partner in the specific year is higher than the quoted gross revenue, then the Warehouse Logistics Partner will pay the Revenue Share at the rate of the quoted percentage on the total generated gross revenue.
- r) Minimum Assured Revenue will be escalated at the rate of 10% after an interval of every Three (03) years till the end of the contract.
- s) The Revenue share shall be paid to CONCOR quarterly and it shall be paid within 7 days from the date of the Invoice. CONCOR shall invoice quarterly, and submit the Invoice within 1st week of the following quarter from the date of completion of the period for quarterly invoicing.
- t) Warehouse Logistics Partner shall pay a provisional amount calculated on the basis of total Gross Revenue of the immediately preceding quarter, and final settlement thereof, based on audited accounts of the Warehouse Logistics Partner, shall be made within 120 days of completion of the respective Accounting Year except for the first and last Accounting Year of the contract period.
- u) The quarterly payment, or part thereof as the case may be, of the first and last Accounting Year of the contract period shall be payable by the Warehouse Logistics Partner based on actual Gross Revenue received during the particular quarter(s), or part thereof, within 7 (seven) days of the close of such quarter or part thereof.
- v) In the event the Revenue Share is not paid within the period specified from the close of each quarter, the amount of outstanding Revenue Share for the relevant quarter shall attract delayed interest payment at the rate of 18% per annum to be computed on the outstanding Revenue Share amount from the end of the 7 (seven) days period till the date of actual payment.
- w) In the event the Warehouse Logistics Partner fails to pay the outstanding Revenue Share payment for the relevant quarter together with the delayed interest payment on or before the expiry of the 60 (sixty) days period, the same shall constitute an event of default for Warehouse Logistics Partner, entitling CONCOR to terminate the contract followed by other consequences.
- x) The Warehouse Logistics Partner will provide the dedicated software for the operation, management and collection of Gross revenue from State-of-the-Art Warehousing Complex and access for the same may provide to CONCOR to inspect the records of the Logistics partner.
- y) All the procedures related to the operation and managing State-of-the-Art Warehousing Complex shall be followed by dedicated software.
- z) All the collection of Gross revenue from State-of-the-Art Warehousing Complex shall be followed by dedicated software and manual collection will not be allowed.
- aa) CONCOR shall be entitled to anytime inspect the records of the Logistics partner. The Logistics Partner shall maintain proper records in the format as may be prescribed by CONCOR.
- bb) The Warehouse Logistics Partner shall maintain a separate set of books of accounts for keeping

- record of gross revenues generated from State-of-the-Art Warehouse complex.
- cc) The Warehouse Logistics Partner shall submit the book of accounts to the CONCOR for audit and compliance check every quarter at any time till the end of the contract period and be liable for surprise audits as deemed necessary by the CONCOR.
 - dd) The Warehouse Logistics Partner shall generate the gross revenue from the State-of-the-Art warehouse complex as per good industry practice.
 - ee) CONCOR has full liberty to collect the differential revenue share from the Warehouse Logistics Partner under the following conditions:
 - i) In case any discrepancy is found in collected gross revenue.
 - ii) In case the tariff is not at par with the prevailing market rate and conditions.
 - iii) In case any cross-subsidy is disbursed.
 - ff) The Warehouse Logistics Partner may be allowed to transfer the facility to any other entity upon prior written approval from CONCOR. However, the new partner will adhere to all the terms & conditions of the agreement/tender conditions for which a Deed of Adherence (DoA), as decided by CONCOR, in line with the format at Appendix-12, shall be executed by the new partner.
 - gg) In case of transfer of State-of-the-Art Warehousing Complex to any other party, the Warehouse Logistics Partner or the new partner shall pay to CONCOR the remaining balance payment for land license fee and Revenue Share and any delay of the payment will attract 18% p.a. interest liability.
 - hh) Provide Services to the Users and/or any other service providers as per the terms and conditions of this tender including Specifications and Standards, Good Industry Practice and Applicable Law
 - ii) Bear and pay all costs, expenses, and charges in connection with or incidental to the performance of the obligations under this tender
 - jj) The Warehouse Logistics Partner shall pay all levies, fees, taxes, charges and property taxes etc. to appropriate authorities and other bodies as required by them under their rules for, State-of-the-Art warehousing complex, Land, employees or workers engaged by him.
 - kk) Operate, manage, and maintain the warehouse complex and regulate the use thereof by third parties
 - ll) Operation & Maintenance(O&M) of Warehouse/Infrastructure/Software developed by the Warehouse Logistics Partner will be the responsibility of the Warehouse Logistics Partner at their own cost.
 - mm) Operation & Maintenance of common infrastructure which is developed by Warehouse Logistics Partner shall include but not be limited to:
 - i) Security of the area along with CCTV;
 - ii) O&M of Common area (electrical, maintenance etc.);
 - iii) Water Supply & Maintenance, sewer line and other public amenities within the facility;
 - iv) Approach road, Pavement, Firefighting system, Strom Ware system, Painting work, Landscaping Areas,
 - nn) Warehouse Logistics Partner will obtain all the statutory clearances and fit to operate certificate issued by Proper Authority at his own cost.
 - oo) The Warehouse Logistics Partner will be responsible for compliance of all Statutory Guidelines, Norms, and Policies issued from time to time by Central / State / Any Other Authority, etc.
 - pp) The Warehouse Logistics Partner will provide the required equipment and requisite manpower for handling cargo and allied Services etc.
 - qq) All the workers and/or persons employed by the Warehouse Logistics Partner, shall be engaged as its own employees/ workmen in all respects implied or expressed.
 - rr) The Warehouse Logistics Partner indemnify CONCOR in the event of any incidents due to handling/storage of cargo at the Warehouse.
 - ss) The Warehouse Logistics Partner will be responsible for any mishap that occurs on account of accidents and same shall be sorted out by the tenderer at their own cost.
 - tt) After the completion of the contract period, Warehouse Complex is to be transferred to CONCOR in fully functional condition without any cost.
 - uu) Fully Functional Condition means it should be in fully functional condition without any modification and removal in the exterior building structure. However, the internal fixtures installed by Warehouse Logistics Partner can be removed

GENERAL TERMS & CONDITIONS

1. DEFINITION
 - a) Tenderer/Bidder: A person, firm or company willingly participating in tender, is tenderer/ bidder.
 - b) Tender: Tender means the tender document submitted by the tenderer for consideration by the CONCOR.
 - c) Name of Tender: Open E-Tender for Selection of Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse complex at CONCOR terminal Chhani, Vadodara.
 - d) Containers: Container shall mean tank / dry container which could be 20'/22'/40'/45'.
 - e) TEUs : Twenty Feet Equivalent Units which could be 20'/22'
 - f) FEUs : Forty Feet Equivalent Units which could be 40'/45'
 - g) CONCOR: CONCOR means 'Container Corporation of India Limited' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, and New Delhi.
 - h) Warehouse logistics partner: means the party who has been awarded the contract.
 - i) "State-of-the-Art Warehousing Complex" defines the facility developed in accordance with the terms and conditions of this document. This facility shall include State-of-the-Art Warehouse, Bulk Warehouse, administrative block, paved circulation area, road connectivity and allied infrastructure
 - j) The contract shall be governed and construed according to the laws of India.
 - k) Taxes : Service Tax, Cess Tax, Value Added Tax, Entry Tax, Goods and Services Tax (GST), Property Taxes and any other tax, levy, Fee, Cess directly or indirectly by Central or State imposed by direct or indirect Government(s), from time to time.
 - l) Build Own Operate Share Transfer (BOOST): This is a type of PPP model, in which a Warehouse logistics partner is authorized to finance, construct, own operate and maintain, share a part of the revenue and transfer the infrastructure facility at the end of the period. The Warehouse logistics partner is allowed to recover its total investment, operating and maintenance costs plus a reasonable return thereon by collecting tolls, fees, rentals or other charges from facility users.

2. UNSATISFACTORY PERFORMANCE:

The unsatisfactory working will include the following:

 - a) Repeatedly fails to make land license fee for a continuous period of one (01) year.
 - b) Repeatedly fails to make revenue share for a continuous period of one (01) year.
 - c) Fails to submit the Performance Security within the permissible time period.
 - d) Fails to construct the State-of-the-Art Warehouse Complex and allied infrastructure/ services within 24 months from the date of signing of the contract
 - e) Undertake any other activity in the licensed land which is not a part of the contract.
 - f) Failure to observe the statutory compliances.
 - g) Breach of terms and conditions of the contract.

3. TERMINATION OF THE CONTRACT
 - a) A written notice shall be given to the Warehouse logistics partner for unsatisfactory performance as mentioned in clause 2.
 - b) A period of thirty (30) days from the date of issuance of the notice shall be provided to rectify the unsatisfactory acts.
 - c) In the event of unsatisfactory performance not rectified even after notice as above, CONCOR shall terminate this contract immediately by providing a notice in writing to that effect.
 - d) Warehouse logistics partner becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR shall terminate the contract forthwith and he shall have no right for damages or compensations on this account.
 - e) In the event of termination, all structures, sheds, plants, machineries and equipments constructed or lying on the demised land shall vest in CONCOR and CONCOR shall be entitled to deal with the demised land together with all structures, sheds, plants, machineries and equipments in such manner as deemed fit and proper as a full owner thereof and use it for its business purpose freely.

4. **DEBARRING OF BUSINESS DEALINGS**
- a) In the event of premature termination of contract in terms of provisions of clause 3 above, CONCOR shall also be entitled to debar the Warehouse logistics partner for participation in future tenders of CONCOR for a period as deemed fit ranging from one (01) to three (03) years.
 - b) Further, in case if it comes to the notice of CONCOR that the bidder has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases CONCOR at its sole discretion may terminate the contract and debar such bidder for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of above clause 3 (Termination of contract) will become applicable.
5. **JURISIDICION**
- The applicants/bidders hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this tender. All disputes arising out of this tender shall be decided in accordance with the laws of India.
6. **INDEMNITY**
- The Warehouse logistics partner shall always keep CONCOR fully indemnified against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this tender.
7. **FORCE MAJEURE**
- If at any time, during the continuance of this tender, the performance in whole or in part by either party of any obligation under this tender shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 48 hours from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Executive Director (Distribution Logistics) as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this tender is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the tender by giving notice to the other party.
8. **RESOLUTION OF DISPUTES**
- a) This contract shall be governed by the laws of India.
 - b) In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers or in connection with this contract the same shall be referred to Delhi International Arbitration Centre, Delhi High Court, New Delhi.
 - c) The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority.
 - d) The decision of the center shall be binding on both parties. The parties shall be governed by the law in force in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be in English. The seat of arbitration shall be at New Delhi.
 - e) Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this clause.
 - f) No payment of interest shall be made for disputed amounts / claims till the final determination of disputes / claims and payment thereof pursuant to the resolution.
 - g) Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer in charge, continue during the arbitration proceedings, and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

- h) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

Application of the provisions of the commercial contract(s) in case of dispute/s between the following Organizations/Departments shall be taken up under AMRCD only.

- (i) CPSE and CPSE
- (ii) CPSE and Ministry /Department of Central Government.
- (iii) CPSE and Public Authority / Organization or University under the Central Government.
- (iv) CPSE and State Government / State PSUs/Public Authority / Organization or University

9. SAFETY

- a) It shall be the duty of the Warehouse logistics partner to acquaint himself with all safety regulations regarding transportation/storage/handling of Liquid / Gas cargo.
- b) The Warehouse logistics partner shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- c) The Warehouse logistics partner shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.

10. LIABILITY

- a) The Warehouse logistics partner shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to any other person or damages to property belonging to CONCOR, Indian Railways or third party whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
- b) Such compensation shall be determined by CONCOR and shall be recovered from Security Deposit under this or any other contract of the contractor with CONCOR for any other place / location.
- c) CONCOR will not be liable to pay any compensation to the staff / labour of the Warehouse logistics partner for the injuries / death while performing duty.
- d) In case CONCOR is to incur any liability, the same will be recovered from the Warehouse logistics partner .

11. Amendment:

Any modifications or amendments to any of the terms and conditions of the contract shall be made with the mutual agreement between CONCOR and Warehouse Logistics Partner.

12. Insurance to be taken out by the Warehouse Logistics Partner: The Warehouse Logistics Partner shall take suitable insurance policy/policies for State-of-the-Art warehouse complex and allied infrastructures and also for allied activities/risks, if any. Since this is a policy which protects the Warehouse Logistics Partner, it shall such a policy for a value as adequate and suitable. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract.

13. **SUBCONTRACTING NOT ALLOWED**

Sub-contracting shall not be allowed by the Warehouse Logistics Partner, with out prior permission of CONCOR.

Financial Offer

**To,
The Executive Director,
Distribution Logistics
Container Corporation of India Limited,
Corporate Office, CONCOR Bhawan, C-3,
Mathura Road, Opp. Apollo Hospital,
New Delhi – 110076.**

Dear Sir,

I/we, submit the financial proposal for Open E-Tender for Selection of Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR's terminal Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis

I/We have thoroughly gone through and understood instructions to tenders, terms & conditions of the contract given in the invitation to tender and agree to abide by them.

I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date upto which the offer would remain open be declared as a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

I/We hereby quote Revenue Share to be offered to CONCOR by us.

Sr. No.	Particulars	Offers	
		To be Quoted in INR (Number)	To be Quoted in INR (Words)
1	Annual Gross revenue offered by Warehouse Logistic Partner	To be Quoted in INR (Number)	To be Quoted in INR (Words)
2	Revenue Share offered by Warehouse Logistic Partner in percentage of above gross revenue	<X%> (Number)	<X%> (Words)
3	Revenue Share offered by Warehouse Logistic Partner in Absolute terms (Minimum Assured Revenue)	To be Quoted in INR (Number)	To be Quoted in INR (Words)

In addition to Revenue Share, I/we shall be bound to pay land license fee as per tender terms and conditions for the entire contract period.

Note:

1. All applicable taxes including GST as applicable shall be payable extra by the Warehouse Logistics Partner.
2. The Warehouse Logistics Partner shall pay the Service Tax, Cess Tax, Value Added Tax, Entry Tax, Goods and Services Tax (GST), Property taxes and any other tax, levy, Fee, Cess directly or indirectly by the Central or State Government(s) imposed by direct or indirect, from time to time.

Yours faithfully,
(.....)
**Signature of Tenderer
With Complete Address
(Capacity in which Signing)**

Date:

Tender Letter for Submission of E-tender
(To be submitted on the letter head of the Bidder)

To
The Executive Director,
Distribution Logistics
Container Corporation of India Limited,
Corporate Office, CONCOR Bhawan, C-3,
Mathura Road, Opp. Apollo Hospital,
New Delhi – 110076.

Dear Sir,

Subject: Open E-Tender for Selection of Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR's terminal Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis

Reference : Open E-Tender No.: PCCORP---DL-MISI(MISC)/5/2024-CO Date: 09-11-2024

In response to your Open E-Tender No.: PCCORP---DL-MISI(MISC)/5/2024-CO Date: 09-11-2024 for Open E-Tender for Selection of Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR's terminal Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis

I/We.....a Company/Partnership Firm/ LLP /Sole Proprietor (in the case of a firm, please set out here[Full Name of all partners] hereby submit our offer in the prescribed format in the schedules attached thereto through e-tendering Mode in the website www.tenderwizard.com/CCIL

I/we agree that this offer shall be valid for a period of one hundred and eighty (180) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfil the Terms and Conditions of the tender, which shall be deemed to form an integral part of this offer and all chapters and Appendices read, signed, scanned and uploaded on e-tendering website as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Place:

Yours faithfully,
(Signature and seal of the party)

INTEGRITY PACT

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of e-bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, CONCOR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the *Monitor* notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Chairman and Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CONCOR Board.
- (8) If the Monitor has reported to the Chairman and Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director CONCOR has not, within the reasonable time taken visible action to

proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal

(For & On behalf of Bidder/Contractor)

Office Seal

Office Seal

Place -----

Date -----

Witness 1 :

Witness 2 :

Name & Address -----

INSTRUCTIONS FOR E-TENDER CUM E-AUCTION

The E-Auction event may be carried out among the qualified bidders, for providing opportunity to the Bidders to quote price dynamically for work, for which TENDER is floated.

PROCESS OF E-AUCTION

- i) For the proposed e-auction, only qualified Bidders having a valid digital certificate alone shall be eligible to participate.
 - ii) Business rules like event date, time, start price, bid increment, extensions, etc. will be communicated for compliance by the Bidder through CONCOR e-Procurement portal i.e. www.tenderwizard.com/CCIL.
 - iii) The Service Provider will provide all necessary guidance before the commencement of online bidding on the Internet. Bidder if required can avail the guidance of service provider to get acquainted with the system.
 - iv) E-Auction will be conducted on scheduled date & time.
 - v) Start price for the E-Auction will be notified by CONCOR (i.e. H-1 price of financial bid of the qualified bidders)
 - vi) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
 - vii) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of E-Auction.
 - viii) Every successive bid by the Bidder being incremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
 - ix) CONCOR shall conduct the e-auction in such a way that two different bidders cannot bid identical price as after accepting the first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e- auction.
 - x) At the end of e-auction event, the Highest Bid value will be known on the network.
 - xi) The e-auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
 - xii) All the Bids received shall be opened on the date and time mentioned above in the TENDER notice. E- Auction shall be informed on subsequent date, which will be notified to such bidders. The sequence of opening shall be :
 - b. Tender Opening
 - c. *e-Auction
 - xiii) In case CONCOR decides not to go for e-auction procedure for this TENDER, the bid shall be evaluated as per standard practice of CONCOR.
 - xiv) CONCOR's decision on award of Contract shall be final and binding on all the Bidders.
- * Note :
1. After evaluation of bids i.e. opening bid, CONCOR will decide to whether conduct E-Auction or re-sort through normal e-Tender without e-auction. For E-Auction intimation would be sent by CONCOR to bidder in advance and bidder need not come to CONCOR office for E-Auction.
 2. In case number of qualified bidders are two or more the e-auction will be conducted. In case the number of qualified bidder is upto one, it will be proceeded through normal e-Tendering mode.
 3. The Highest Revenue Share quoted by qualified bidders in the bid, will be the opening price for e-auction.

Terms & conditions of E-Auction

CONCOR may conduct E-Auction among the qualified bidders for providing opportunity to the Bidders to quote the price dynamically for work, for which TENDER is floated.

A. Eligibility of Bidders to participate in E-Auction :

- i) Bidders who are qualified in terms of the relative Terms & Conditions of the tender and accept all the Terms & conditions of E-Auction, can only participate in E-Auction related to the work for which TENDER is floated.
- ii) Bidders should ensure that they have valid digital certificate well in advance to participate in the E-Auction. CONCOR and / or Service Provider will not be responsible in case Bidder could not participate in E-Auction due to non-availability of valid digital certificate.
- iii) The bidder would be responsible for the validity of its registration on e-Tendering Portal i.e. www.tenderwizard.com/CCIL.
- iv) The date & time of commencement of E-Auction and its duration of time shall be communicated to the eligible Bidders at least Three (03) days prior to the E-Auction date through tenderwizard portal / e-mail / fax.
- v) CONCOR reserves the right to postpone/change/cancel the E- Auction event even after its communication to Bidders without assigning any reasons therefor.
- vi) E-Auction will normally be for a period of two hour. If a Bidder places a bid price in last 05 minutes of closing of the E-Auction, the auction period shall get extended automatically for another 10 minutes. Maximum 6 extensions each of 10 minutes will be allowed after auction period of 02 hour. In case there is no bid price in the last 5 minutes of closing of E-Auction, the auction shall get closed automatically without any extension.
- vii) The time period of E-Auction & Maximum number of its extensions & time are subject to change and will be conveyed to eligible bidders 3-5 days before the start of the E-Auction event through tenderwizard portal/e-mail.
- viii) During E-Auction, if no bid is received within the specified time, CONCOR, at its discretion, may decide to revise Start price / scrap the e-auction process /extend the date of e-auction/ proceed with already opened financial bids.

B. Bidding Currency : Bidding will be conducted in Indian Rupees (INR).

C. Start Price :

- i) The Highest Revenue Share (as per the evaluation criteria defined in the bidding document) quoted by qualified Bidders in the bid opened before e-auction, will be the opening price for e-auction.
- ii) The start price of an item in online e-auction is open to all the qualified bidders. Bidders are required to start bidding after announcement of Start Price and increment amount.
- iii) Any of the qualified bidder can start bidding, in the online e-auction, from the start price itself.
- iv) Please note that the first online bid that comes in the system during the online e-auction is atleast higher than the auction's start price by one increment.

D. Incremental Bid Value :

- i) Bidder is required to quote their bid price only at a specified incremented value Rs.20,000/-
- ii) Bidder need not quote bid price at immediate next available higher level but it can be even at 2/3/4 Level of next available higher level.

E. Web Portal and Access:

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e-auction successfully.
- ii) However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- iii) Failure of power at the premises of vendors during the e-auction cannot be the cause for not participating in the e-auction.
- iv) On account of this, the time for the auction cannot be extended and CONCOR shall not responsible for such eventualities.
- v) CONCOR and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Auction irrespective of the cause.
- vi) Neither CONCOR nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

F. Transparency in Bids:

All bidders will be able to view during the auction time the current highest price on the portal.

G. Masking of Names:

- i) Bidder will be able to view the following on their screen along with the necessary fields in E-Auction :
 - Opening Price
 - Leading / Highest Bid Price in Auction (only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the E-Auction process and vendors will be given suitable dummy names.

H. Finalisation of the Successful Bidder:

- i) CONCOR will evaluate and will decide upon the winner i.e. Successful Bidder. CONCOR's decision on award of Contract shall be final and binding on all the Bidders.
- ii) Successful Bidder is bound to execute the work at their final bid price of E-Auction. In case of back out or non-execution as per the rates quoted, CONCOR will take appropriate action against such Bidder and / or debar him from participating in future
- iii) In case CONCOR decides not to go for E-Auction related to the work/procurement for which tender is floated, the bids already submitted and opened shall be evaluated as per CONCOR standard practice.
- iv) The New rates (i.e. Revenue Share) will be taken from H-1 bidder established after e-auction on their letter head through fax or email within 24 hours of the end of e-auction.

New rates (i.e. Revenue Share in Absolute terms) after E-Auction.

** New Rate (i.e. Revenue Share in Absolute terms) = The start price for the e-Auction which was notified by CONCOR (i.e. H-1 price of the financial bid of the qualified bidders) [+] incremented price which is quoted in the e-Auction.

***After establishing the New rates (i.e. Revenue Share in Absolute terms), the revenue share percentage will be recalculated accordingly, without any change in Annual Gross revenue, which is quoted in the financial bid of that bidder.

The above mentioned new rates would be mentioned by CONCOR in LOA. In case these rates are not accepted by the bidder then CONCOR will take appropriate action against such Bidder and / or debar him from participating in future and forfeited the EMD.

I. Bidder's Obligation :

- i) Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, CONCOR shall disqualify the vendor / bidders concerned from the e-auction process.
- ii) Bidder shall not divulge either his Bid details or any other details of CONCOR to any other party without written permission from CONCOR.

J. Change in Terms & Conditions of E-Auction:

- i) Any change as may become emergent and based on the experience gained shall be made only by tender inviting authority of CONCOR.
- ii) CONCOR reserves the right to modify / withdraw any of the Terms & conditions of E-Auction at any point of time.
- iii) Modifications of Terms & conditions of E-Auction, if any, will be communicated to technically qualified bidders.

K. Errors And Omissions :

On any issue or area of material concern respecting E-Auction not specifically dealt with in these rules, the decision of CONCOR shall be final and binding on all concerned.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public TENDER opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of CONCOR by the bidders in time, then CONCOR will promptly reschedule the affected event(s).

e-TENDER CUM E-AUCTION (EA) FORMAT

CONCOR reserves the right to go for E-Auction (EA) or re-sort through normal e-Tender without e-auction. This will be decided after evaluation. Bidders are also required to furnish following details in their bid, for this purpose.

Information and general terms and conditions governing EA are given below.

In case CONCOR decides to process the tender through E-Auction Process (EA), following details shall be required from the bidders or their authorized representative who will participate in the online E-Auction Process.

- (a) Name and Designation of Official :
- (b) Postal Address (complete) :
- (c) Telephone Nos. (Land line & Mobile both) :
- (d) FAX no. :
- (e) E-mail address :
- (f) Name of place/state, wherefrom he will participate in the EA :

(Signature of the Bidder with Name, Designation & company's Seal)

SPECIMEN OF DECLARATION REGARDING BANNING OF BUSINESS DEALINGS.

(To be submitted on the letter head of the Bidder)

In case of proprietary concern

I hereby declare that, neither I in my personal name or in the name of my proprietary concern M/s which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm/LLP in which I am or was involved as partner are not currently banned by CONCOR or Govt of India or any of the PSU/State Govt/Quasi Govt entity as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.)

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by CONCOR or Govt of India or any of the PSU/State Govt/Quasi Govt entity has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm/ LLP of which I was or am the partner.

No & date of show cause Period for which business Present Status notice or notice of banning dealing has been banned the business dealings by CONCOR or Govt of India or any of the PSU/ State Govt/ Quasi Govt entity.

In case of partnership firm

We hereby declare that neither we, M/s..... , partnership firm/ LLP which is submitting the accompanying bid nor any partner are involved in the management of said partnership firm/ LLP either in his individual capacity or as proprietor of any concern or as partner of any partnership firm/ LLP in which he/she was a partner are not currently banned by CONCOR or Govt of India or any of the PSU/ State Govt/ Quasi Govt entity except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.)

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by CONCOR or Govt of India or any of the PSU / State Govt/ Quasi Govt entity has been taken against the above firm or any partner involved in the management of the partnership firm/ LLP in his/ her individual capacity or as proprietor of any concern or as partner of any partnership firm/ LLP in which he/she was a partner of any partnership firm/LLP.

No & date of show cause Period for which business Present Status notice or notice of banning dealing has been banned the business dealings by CONCOR or Govt of India or any of the PSU/ State Govt/ Quasi Govt entity.

In case of Company (In case of JV Company: by all members of JV)

We hereby declare that we, M/s..... are not currently banned by CONCOR or Govt of India or any of the PSU/ State Govt/ Quasi Govt entity except as indicated below:

(Give particulars of banning of business dealings, in absence there of mention “NIL”.)

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by CONCOR or Govt of India or any of the PSU/ State Govt/ Quasi Govt entity has been taken against the undersigned:

No.& date of show cause Period for which business Present Status notice or notice of banning dealing has been banned the business dealings by CONCOR or Govt of India or any of the PSU/State Govt/Quasi Govt entity.

It is understood that if this declaration is found to be false, CONCOR shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place:.....

Date:.....

SPECIMEN OF JOINT VENTURE AGREEMENT/ MEMORANDUM OF UNDERTAKING

(To be Submitted on Non—Judicial Stamp paper of appropriate value notarized/registered as per Law)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. M/s./ Mr., a proprietor/ company/ partnership firm/ LLP incorporated under the Companies Act, 1956/2013 / Partnership Act/ LLP Act and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. M/s./ Mr., a proprietor/ company/ partnership firm/ LLP incorporated under the Companies Act, 1956/2013 / Partnership Act/ LLP Act and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. M/s./ Mr., a proprietor/ company/ partnership firm/ LLP incorporated under the Companies Act, 1956/2013 / Partnership Act/ LLP Act and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the **FIRST, SECOND, AND THIRD PART** are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- (A) Container Corporation of India Represented by its Chairman & Managing Director and having its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi – 110076 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**”) by its Tender No. dated (Tender) for Construction, Operation & Maintenance of State-of-the-Art Warehousing Complex at leased or owned land of Warehouse Logistics Partner under CONCOR’s branding in and around Bengaluru (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the “Tender” document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the “Tender” document that the members enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member (Financial Member /Operation and Maintenance Member/ Other Member) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Bidding Process and until the Appointed Date under the Contract Agreement.

- (b) Party of the Second Part shall be (Financial Member/Operation and Maintenance Member/ Other Member);
- (c) Party of the Third Part shall be (Financial Member/Operation and Maintenance Member/ Other Member);

2. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities for the loss, damages caused to CONCOR relating to the Project and in accordance with the terms of the “Tender” and the Contract Agreement, during the course of execution of the contract or due to non-execution of the contract or part thereof, and even after termination of the contract and till such time as the Financial Closure for the Project is achieved in accordance with the Contract Agreement.

3. Shareholding in the SPV

3.1 The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:

Second Party:

Third Party:

3.2 The Parties undertake that a minimum shareholding (including its beneficial ownership) of:

(i) 51% (fifty one percent) of the subscribed and paid up equity share capital for Lead member;

(ii) A minimum of 10% (ten percent) of the subscribed and paid up equity share capital for each of the other members.

3.3 The change of constitution of JV shall be at the sole discretion of the CONCOR. The constitution of the JV shall not be allowed to be modified after submission of the Tender by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition.

3.4 After the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

3.5 After the award of work to a JV, the Security Deposit shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

3.6 M/s....., an existing entity shall be the JV entity for the purpose of tender no..... issued by CONCOR and the JV Partners undertake that they will comply with all the tender conditions. Further, M/s, an existing entity, has also signed this agreement thereby accepting the terms & conditions of tender.

3.7 In case the JV is yet to be formed, after the award of work, the MOU/ JV agreement between members of the JV to whom the work has been awarded, with the same shareholding pattern as has been declared in this MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be

furnished to the CONCOR before signing the agreement. In case the bidder fails to observe/comply with this stipulation of award of work, the contract is liable to be terminated.

3.8 This parties to the Joint Venture Agreement shall abide by the following :

- a) Joint and Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the CONCOR for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

3.9 Authorized Member – M/s. _____, a Joint Venture member in the JV is hereby authorized on behalf of the Joint Venture to deal with the Tender, sign the agreement or enter into contract in respect of the said Tender, to receive payment. All notices/correspondences with respect to the tender would be sent only to this authorized member of the JV.

3.10 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of CONCOR in respect of the said tender/contract.

3.11 The Parties undertake that they shall comply with all the requirements set forth in the Tender/ Contract Agreement.

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of JV is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the JV. However, in case the JV does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by CONCOR to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CONCOR.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
M/s (An existing entity)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each member of Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

SPECIMEN OF POWER OF ATTORNEY
(To be Submitted on Non–Judicial Stamp paper of appropriate value)

Know all men by these presents I/ We....., son/ daughter/ wife of Mr....., aged years, citizen of....., Presently residing at....., Managing Director/ Chief Executive Officer/ Partner of M/s..... [name of Warehouse Logistics Partner], a company/ Firm/ LLP incorporated in India under the Partnership Act/ LLP Act/ Companies Act, 1956/ Companies Act, 2013 and having its registered office at.....(hereinafter called “the Principal)by virtue of the resolution passed at the Meeting of the Board of Directors of the Company held on..... Or deed/ resolution of the Firm / LLP dated or the Power of Attorney dated granted to me pursuant to the resolution passed at the meeting of Board of Directors of company held on.....or deed/resolution of the Firm/ LLP dated, delegated to me/ us certain powers to act on behalf of the company/ firm/ LLP for various purposes. Asper the said delegation, I/We have been authorized to appoint and substitute any person or persons to exercise all or any of certain powers delegated to me/us by the Company/Firm / LLP and/ or to grant Powers of Attorney to the officers and employees of the Company/ Firm/ LLP to perform various acts, deeds and things required to be done by the Company/Firm / LLP.

Whereas Container Corporation of India Ltd. (“CONCOR”), has invited tender from interested parties for the work ofat.....(Project/works).

Whereas,_____ (name of the Warehouse Logistics Partner), the Principal is interested in bidding for the Project/ works in accordance with the terms and conditions of the tender document, bearing No....., dated And other connected documents in respect of the Project/ works, and

Whereas, it is necessary for the Principal to delegate to one of the employee / partner(s)/ director with all necessary power and authority to do for and on behalf of the___(name of the Warehouse Logistics Partner),all acts, deeds and things as may be necessary, including but not limited to representing the Warehouse Logistics Partner, signing of tender document(s) including corrigendum/ addendum, if any, bills, drawings and other related documents in connection with the____ Bid for the Project/ works and its execution.

NOW THESE PRESENTS WITNESSETH that I/we do hereby designate, nominate, constitute appoint and irrevocably authorize Mr./Ms....., son/daughter/wife of Mr....., aged.....years, citizen of....., presently residing at..... [specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal (herein after referred to as the “Attorney”), to have and exercise in the name and on behalf of the Principal the powers and authorities here in after mentioned:

1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and
2. To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/ tender for the Project/ works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit

information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with CONCOR, and/ or any other Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Warehouse Logistics Partner's bid for the Project/works and/ or upon award thereof till the agreement for the Project/works is entered into with CONCOR and thereafter till the completion of the project/works and expiry of the contract agreement.

AND We/I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/ works or if earlier revoked by me or the Company/Firm/ LLP.

Given under the hand of the with in named..... [name of individual]
On this.....day of..... [month][year].

[Signature of Managing Director/Director/Partner(s)/Other authorized person]
[Name of Company/Firm]

[date]
[place]

I accept

[Signature of Attorney]
[date]
[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as aboard or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.

SPECIMEN OF POWER OF ATTORNEY

(To be Submitted on Non–Judicial Stamp paper of appropriate value)

Know all men by these presents I, son/ daughter/ wife of Mr....., aged years, citizen of, presently residing at..... and Karta of M/s..... and having its office at..... (hereinafter called “the Principal) do hereby execute this Power of Attorney on the date mentioned herein below.

Whereas Container Corporation of India Ltd. (“CONCOR”), has invited proposals from interested parties for the work of at.....(Project/works).

Whereas,.....(name of the Warehouse Logistics Partner), the Principal is interested in bidding for the Project/works in accordance with the terms and conditions of the tender document, bearing No....., dated..... And other connected documents in respect of the Project/works, and

Whereas, it is necessary for the Principal to delegate to one of the employee with all necessary power and authority to do for and on behalf of the.....(name of the HUF), all acts, deeds and things as may be necessary, including but not limited to representing the company, signing of tender documents, bills, drawings and other related documents in connection with the.....

Bid for the Project/works and its execution.

NOW THESE PRESENTS WITNESSETH that I do here by designate, nominate, constitute appoint and irrevocably authorize Mr./Ms,..... son/ daughter/ wife of Mr....., aged.....years, citizen of, presently residing at.....,..... [specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal (here in after referred to as the “Attorney”), to have and exercise in the name and on behalf of the Principal the powers and authorities herein after mentioned:

- 1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and

To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/ tender for the Project/ works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with CONCOR, and/ or any other Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Bidder’s bid for the Project/works and/or upon award thereof till the agreement for the Project/works is entered into with CONCOR and thereafter till the completion of the project/works and expiry of the contract agreement.

AND I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred

by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/works or if earlier revoked by me.

Given under the hand of the with in named..... [name of individual]

On this.....day of..... [month][year].

[Signature of Proprietor]

[Name of Concern]

[date]

[place]

I accept

[Signature of Attorney]

[date]

[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.

SPECIMEN OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be Submitted on Non—Judicial Stamp paper of appropriate value)

1. In consideration of Container Corporation of India Ltd., acting through the Executive Director (Distribution Logistics), having its registered office at ‘CONCOR Bhawan’, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110076, having agreed to permit [M/s _] (hereinafter called the said Warehouse Logistics Partner) to(Name of Work) on its behalf on the terms and conditions of the agreement dated [.....] made between [..... and] on production of a Bank Guarantee for[], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the Container Corporation of India Ltd therein, by reason of any failure of the Warehouse Logistics Partner contract or of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Executive Director (Distribution Logistics), Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Warehouse Logistics Partner to perform the said operations safely without damaging the cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs].
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforce able till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of(Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of afore said agreement.
5. Provided that we [Name of Bank] 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 CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of

obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said Warehouse Logistics Partner 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 Warehouse Logistics Partner or for any bearing, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. Be limited to a sum of [Rs.].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before.....

OFFICER'S SIGNATURE WITH BANK SEAL

DATE :

Place :

SPECIMEN OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)
(To be Submitted on Non—Judicial Stamp paper of appropriate value)

Whereas (Name & address of bidder) (Hereinafter called "the Bidder") has submitted its bid dated (date of bid) for (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (address of bank) having our registered office at (address of registered office of the bank) (hereinafter called the "Bank") are bound unto Container Corporation of India Ltd., having its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076 (INDIA) (hereinafter called " CONCOR") in the sum of (amount of guarantee) for which payment well and truly to be made to the said CONCOR, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of (Month), 20—(Year).

THE CONDITIONS of this obligation are:

1. If Bidder withdraws his bid during the period of bid validity.
2. In case of any mis-declaration/submission of forged documents/any misrepresentation about the bidder’s credentials/violating any of the tender terms & conditions.
3. In the event the copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date.
4. fails or refuses to execute the Contract; or
5. fails to extend the validity period of the Bid Security as per tender Conditions;
6. fails or refuses to furnish the Performance Security.

This guarantee will valid for Six Months from the date of opening tender, and any demand in respect thereof should reach the Bank not later than the above date.



.....
**(Signature of the authorized official / s of issuing Bank with
Name and Designation)**

Date:

Place:

DEED OF ADHERENCE AGREEMENT

THIS AGREEMENT (the Agreement) is made on _____ at New Delhi, by and between:

_____ a Sole Proprietor/ Firm/ LLP/ Company, having its registered office at _____ (the “**First Party**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

_____ a Sole Proprietor/ Firm/ LLP/ Company, having its registered office at _____ (the “**Second Party**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

Container Corporation of India Limited, a company incorporated under the companies Act, 1956, as amended, having its registered office at CONCOR BHAWAN, C-3 Mathura Road, Opposite Apollo Hospital, New Delhi – 110076, (“**CONCOR**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns).

WHEREAS

- A. CONCOR and First party had entered into the agreement dated _____ (the ”Original Agreement” which includes any amendment, modification, and/or supplements thereto) wherein the First Party had been selected as Warehouse Logistics Partner for setting up a State-of-the-Art Warehouse at CONCOR’s terminal Chhani, Vadodara on Build Own Operate Share Transfer (BOOST) basis under Open E-Tender No.: PCCORP---DL-MISI(MISC)/5/2024-CO Date: 09-11-2024 of CONCOR. The original agreement inter alia comprises of detailed terms and conditions for running the State-of-the-Art Warehousing Complex and revenue sharing arrangement for same.
- B. Pursuant to the said Original Agreement, in case of transfer of assets comprising the Land License, Building, equipments etc. (hereinafter called “assets”) deployed for operating & running the State-of-the-Art Warehousing Complex in the Open E-Tender No.: PCCORP---DL-MISI(MISC)/5/2024-CO Date: 09-11-2024 of CONCOR, the buyer/ Partner of the same shall execute a deed of Adherence to the said Original Agreement.
- C. As the First Party is transferring the Assets of the State-of-the-Art Warehousing Complex, as created in terms of Original Agreement to the Second Party, in terms of the original Agreement a deed of Adherence shall be executed by the Second Party, which has been done through this agreement between the parties.
- D. Now, in order to bind all parties with the terms and conditions of the Original Agreement and to entitle them to have all rights, privileges, interests and benefits which may accrue to them by virtue of the Original Agreement, the parties hereto, enter into this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The Second Party undertakes to CONCOR and First Party to adhere to, and be bound by, the provisions of the Original Agreement, and to perform any obligations imposed, directly or indirectly, on it by the Original Agreement, in all respects as if it was a party to the Original Agreement.
2. CONCOR and First Party agree and acknowledge hereunder that the Second Party shall be entitled to have all the rights and privileges and be able to enjoy all interests and benefits which are provided in the Original Agreement or which may directly accrue to it by virtue of the Original Agreement.
3. This Agreement is made for (a) the benefits of the parties hereto and (b) any other person who after the date of the Original Agreement (whether or not prior to or after the date of this Agreement) become a party to the Original Agreement, or agree in writing to adhere to the provisions of the said Original Agreement.
4. For the purpose of any notice the Parties details are as follows:
 For First Party :
 Name, Designation & Address: _____
 Mobile, telephone & E-mail: _____

 For Second Party :
 Name, Designation & Address: _____
 Mobile, telephone & E-mail: _____

 For CONCOR:
 Name, Designation & Address: _____
 Mobile, telephone & E-mail: _____
5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.
6. No amendment, modification or addition to this Agreement shall be effective or binding upon the parties unless set forth in writing and signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their duly authorized representative as of the date first written above.

FIRST PARTY

Authorized Signatory:
 Name of the Authorized Representative:
 Title:
 Company:

SECOND PARTY

Authorized Signatory:
 Name of the Authorized Representative:

Title:
Company:

CONCOR

Authorized Signatory:
Name of the Authorized Representative:
Title:
Company:

Witness :

- 1.
- 2.
- 3.

SPECIMEN OF AGREEMENT

CONTRACT AGREEMENT NO. _____

An agreement made on this day of, _____ between M/s Container Corporation of India Limited, with registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi -110076 (A Govt. of India Undertaking) which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns represented herein by the _____, (hereinafter called “CONCOR”) of the ONE PART AND

M/s _____, with registered office at which expression shall be deemed to mean and include his/their respective heirs, executors, administrators, legal representatives, successors and assignees) represented herein by the _____, hereinafter called the “Warehouse Logistics Partner” of the OTHER PART

for _____ under the terms and conditions specified in the Tender No. Dateannexed.

Whereas the Warehouse Logistics Partner has agreed with CONCOR for _____ in the schedule here to annexed, upon the terms and conditions governing contract annexed.

The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz:

- (a) All terms and conditions of Tender No. Dateare accepted and the same are to be treated as integral part of this agreement.
- (b) The Letter of Award (LOA) No.dated ...-..-2022 duly accepted by Warehouse Logistics Partner.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

For and on Behalf of(Warehouse Logistics Partner) Name: Designation: WITNESS (SIGNATURE, NAME & ADDRESS)	For and on behalf of Container corporation of India ltd. Name: Designation: WITNESS (SIGNATURE, NAME & ADDRESS)
---	---

**Certificate regarding the Bidder sharing the land border with India
(To be submitted on the letter head of the Bidder)**

“I have read the clause 19 of Chapter-II, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder (i.e. Name of the Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019-PPD dated 23 July 2020. I hereby certify that this bidder (i.e. Name of the Bidder) fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

Date:

Place:

Yours faithfully,
(Signature and seal of the party)

APPENDIX-14

The Bidder is advised to visit the terminal for physical visibility of the location and infrastructures for better understanding

