CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Think Container, Think CONCOR

TENDER

FOR

HIRING OF APPLICATION SERVICE PROVIDER (ASP)

FOR CONDUCTING INTERNET AUCTION AT VARIOUS

DEPOTS OF CONCOR-WESTERN REGION, CENTRAL REGION

&

NORTH WESTERN REGION.
CONTAINER CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
5th floor, New Administrative Building, Central Railway, D.N.Road, Mumbai-400001.

TENDER DOCUMENT PRICE: 1,000/- + (GST @ 12%)
Tender No: CON/WR/ADMIN/E-AUCTION/32/2017

Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR-Western Region, Central Region & North Western Region.

1. SERIAL NUMBER OF THE TENDER FORM : ________________________
2. DATE OF ISSUE : ________________________
3. NAME & ADDRESS OF THE TENDERER : ________________________
4. DATE OF SALE OF TENDER DOCUMENTS FROM 21/02/2018 TO 13/03/2018
5. DATE & TIME FOR SUBMISSION OF TENDER : 14/03/2018 up to 1500 hrs.
6. TENDER WILL BE OPENED ON/AT : 14/03/2018 at 1600 hrs.
7. ADDRESS FOR SUBMISSION AND OPENING : O/o CHIEF GENERAL MANAGER, 5TH Floor, New Administrative Building, C.Rly, D.N. Road, Fort, Mumbai-400001.

SIGNATURE OF THE OFFICIAL ISSUING TENDER FORM

OFFICIAL SEAL

Note: Tenderers may download the tender document from our web site www.concorindia.co.in and same may be submitted along with the cost of tender document by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.
## OFFER DOCUMENT

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TENDER LETTER

To,

M/s. ____________________________

Sub: Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR-Western Region, Central Region & North Western Region.

We are pleased to invite your tender for the above mentioned contract proposed to be awarded to the most competitive and suitable bidder. The terms and conditions of the tender are enclosed herewith for your perusal and information.

Your may return your offer in the Annexure “I” attached. You shall also return this document with each page duly signed and stamped along with your offer. The tender shall reach us within the stipulated time in a sealed envelope super scribed as "Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR-Western Region, Central Region & North Western Region.”

CONCOR reserves the right to:

i) To accept or reject any tender, without assigning any reasons thereof.

ii) To extend the date of submission of the tender, and to amend the terms and conditions before award of the contract.

You are requested to peruse this document carefully, so as to avoid rejection for non-compliance with the necessary instructions or terms and conditions.

You are requested to ensure that all the requisite documents are submitted by you after full consideration and understanding of the work envisaged under this contract.

Thanking you,

Yours faithfully,

For & on behalf of Container Corporation of India Ltd.

(Chief General Manager)
I. **ELIGIBILITY CRITERIA:-**

a) The tenderer must have a minimum experience in the business of conducting at least Five (5) e-auctions per year during any two of the previous three years, i.e. FY 2014-15, 2015-16 and 2016-17 for any Commissionerate of Customs/Major Port Trust/Public Sector Undertakings/CFS/ICD. Experience should be supported with copies of work order and experience certificates indicating the number of E-auctions held in each financial year.

b) The Bidder should have earned at least Rs.1,00,000/- (Rupees one Lakhs) per year towards professional fees for e-auctioning during any two of the last three financial years i.e. FY 2014-15, 2015-16 and 2016-17. The turnover from professional fees should be supported by duly audited financial statement or independently verified and certified by a chartered accountant.

c) The bidder should have the ownership of e-Auction/Tendering website along with the auction software.

d) The bidder participating in E-Auction tender should produce valid compliance certificate for their E-auction infrastructure as per the IT act 2000 as amended from time to time in general and amendment of 2008 must be issued/signed by a lead auditor. The lead auditor who is issuing/signing the compliance certificate should be enrolled with any of the Certification body for auditors of management systems (such as IRCA) or working with certification body (such as STQC, DNV) as a lead auditor.

Note:- Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE’s) registered with the listed agencies. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).

(A) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME as indicated below along with the bid.

(i) District Industries Centers (ii) Khadi and Village industries Commission (iii) khadi and village Industries Board (iv) Coir Board (v) National Small Industries Corporation (vi) Directorate of Handicraft and Handloom (vii) Udyog Aadhar (viii) Any other body specified by Ministry of MSME.

(B) The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted. Failing (A) & (B) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12. (C) As per Ministry of MSME circular dtd. 10.03.2016, the conditions regarding prior turnover and prior experience with respect to MSEs may be relaxed subject to meeting quality and technical specifications.

II. **DOCUMENTS REQUIRED TO BE SUBMITTED:**

1. The bids are required to be submitted in two separate sealed envelopes; "Envelope-A" (pre-qualification bid) and "Envelope-B" (financial bid). The first sealed envelope i.e. "Envelope-A" should contain all the documents listed below and should be clearly superscribed as "Pre-qualification Bid for Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR- Western Region Central Region & North Western Region.” Financial bid as per Annexure-I shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope superscribed as "Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR- Western Region Central Region & North Western Region”. The tenders will be opened on 14.03.2018 at 16:00 hrs. Only the Pre-qualification bids in "Envelope-A” will be opened on 14.03.2018 at 16:00 hrs.
a. Earnest Money Deposit of **Rs. 1,670/-** (Rupees One thousand Six hundred Seventy only) in the form of Bank Draft/ Pay order in favour of Container Corporation of India Ltd. payable at Mumbai.

b. Detailed company profile along with the brief details regarding the infrastructure for conducting E-auction, manpower employed and details of major projects undertaken by them.

c. Experience Certificate for minimum experience of having conducted 5 E-auctions per year during any two of the previous three years, i.e. FY 2014-15, 2015-16 and 2016-17 from any Commissionerate of Customs/Major Port Trust/Public Sector Undertakings/CFS/ICD.

d. Audited copies of financial statements (Balance Sheets and Profit & Loss Accounts) for any two of the previous three financial years i.e. FY 2014-15, 2015-16 and 2016-17. The financial statement should clearly indicate income from professional fees for E-auctioning. Otherwise, certificate of a chartered accountant in original indicating income from professional fees for E-auctioning would be necessary.

e. Proof of exclusive ownership/intellectual property rights for the website and the software proposed to be utilized for E-auction.

f. Detailed server configuration, software details and security infrastructure available for conducting e-auction should be provided.

g. A valid compliance certificate for their E-auction infrastructure as per IT Act 2000 as amended from time to time in general and amendment of 2008 in particular must be issued/signed by a lead auditor.

OR

If the bidder’s infrastructure is hosted at its own data centre then bidder has to produce valid ISO 27001 certificate from any of the certifying bodies and it should be valid as the time of opening the tender. The scope of ISO 27001 must include the facility/infrastructure where e-auction servers are hosted.

OR

If the bidder’s infrastructure hosted at third party data centre then bidders should produce a document which must be certified from their ISP/3rd parties stating that “Bidder’s infrastructure is hosted at ISP/3rd parties data centre and that ISP/3rd party is compliant with ISO 27001.”

h. Documents regarding constitution of the firm/ company and authority for the person signing the tender. (Power of attorney, if required).

i. If the existing contractor has submitted the tender for the same activity in the same facility, the existing contractor’s bid should necessarily be accompanied by a satisfactory performance report in Original from the same terminal. In case, if his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered.

j. Tender document in original, duly signed and stamped on all pages by the tenderer.

k. Tender document fee of Rs. 1,120/- by way of Demand Draft in favour of “Container Corporation of India Ltd., payable at Mumbai.
2. The second sealed envelope i.e. “Envelope-B” should contain the “Schedule of Rates” in format given in Annexure – I duly signed and stamped by the authorized person of the company/firm. This envelope should be sealed and marked as “Financial Bid for Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR Western Region, Central Region & North Western Region.”

3. Both the sealed envelopes should thereafter be sealed in one envelope and superscribed as “Tender for Hiring of Application service provider (ASP) for Conducting Internet Auction at Various Depots of CONCOR Western Region, Central Region & North Western Region.”

III. SUBMISSION OF TENDER:

1. The sealed envelope as referred above, addressed to the Chief General Manager, Container Corporation of India Ltd., 5th floor, New Administrative Building, Central Railway, D.N.Road, Mumbai-400001 shall be deposited in the sealed box kept for this purpose in the office of Chief General Manager, Container Corporation of India at the above mentioned address on or before 15:00 hrs on 14/03/18. Tenders sent by Registered Post/Courier should reach the office of the Chief General Manager prior to the opening date and time. Tenders received after due date and time shall not be accepted.

2. It may be clearly noted that in case the tenders submitted by bidder are not accompanied by all or any of the documents in the requisite mode as stated in para II above, the same will be rejected by CONCOR.

3. The rates should be quoted separately in the “Schedule of Rates” and should be conspicuously written in figures and in words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the Bidder.

4. The Bidder should clearly indicate the name & address of their Firm/Company/Individual as the case may be, on the envelopes and should clearly indicate the name of job/work for which tenders have been invited.

5. The tender shall be valid for 90 (ninety) days from the date of opening of tenders.

IV. SELECTION PROCESS:

After the prequalification bids are opened, all the bidders shall have to provide a business presentation to Tender committee giving live simulation of a Forward Auction to demonstrate the functionalities of the system. Subject to the firm meeting the basic eligibility criteria and demonstrating satisfactory functionalities for the auction engine/software, the firms shall be pre-qualified. The financial bids of only the bidders who are prequalified through this process shall be opened after due intimation.
SCOPE OF WORK

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) & CONCOR Terminals at various locations in the country. As the nominated custodian of cargoes by Customs at its EXIM terminals, CONCOR is required to dispose off longstanding cargoes lying at its terminals under due process in accordance with the Customs laws and regulations in force. The selected bidder, to be termed ‘auctioneer’ hereinafter, shall be required to assist CONCOR in all the associated processes and activities related to E-auction and conduct the E-auctions in a fair and transparent manner using technology and applications available to it as a Service Provider.

The basic responsibility of the auctioneer is to conduct e-auction of long standing cargo/containers under the provision of Section 48 of Customs Act 1962 read with and Warehousing Corporation Act 1962, which are lying uncleared at various depot of CONCOR Western Region, Central Region & North Western Region. Conditions of auction sale will be prescribed by Corporation.

The auctioneer will be required to provide the technology and systems support required for an online bidding system with e-auction upload tools, backups, security systems, anti-intrusions, business continuity plans and reporting tools along with necessary staffing. For this purpose, the auctioneer would ensure fully functional server with appropriate software, operating system, data management and online monitoring to ensure smooth conduct of the auction during the specified event and time frame.

The system is to have the following functionalities:

- Registration module for Buyers/Customers
- Creation of Forward Auction with security features.
- Profile of buyers
- Display of forthcoming auctions with complete information
- Availability of auction catalogue
- Edit Auction
- Email alerts to buyers
- Online bidding facility for buyers
- During auction Auto prompt outbid signal to buyers/bidders
- Auto extension of bid closure time if bid is made in last 5 minutes of auction
- Help desk
- Training to users & buyers
- Bid analysis
- Query system for buyers and sellers
- Reports
The software should have option to keep the information of auction lots, reserve price, GST etc. with administrative and user right differentiated. The software should enable the buyers to participate in the web-site to place their bids for each item in the bid as per the time schedule, which CONCOR will decide.

The auctioneer should ensure that:

a. Both the application software and data will be held on the provider’s secure servers;
b. All data entered and held on the service is encrypted.
c. All information on the service, and all Buyer and Supplier actions are recorded and are fully auditable.
d. Data secrecy and authenticity is maintained.
e. Specific e-auction access rights are provided only to registered users.
f. Authorized CONCOR officials are provided total access rights to monitor entire proceedings of an e-auction.
g. Entire data of a particular e-auction should be stored in the system at least for 10 years.
h. Soft copy of entire data of a particular e-auction should be provided to CONCOR in a secured method.

The auctioneer should further ensure that:

a. All bidders have online remote access to the e-auction event.
b. The identity of each bidder is unknown to other bidders.
c. The identity of the bidders is known only to authorized officials of CONCOR nominated specifically for monitoring the auction.

**Expected Volume of Work:**

1. Western Region. : 4 Auctions per year
2. Central Region. : 4 Auction Per year
3. North Western Region. : 4 Auctions per year

The expected volume of work/auctions given above is a rough indication of Auction data. This information is for guidance of the bidder and hence will not form basis for any dispute with regard to rate quoted by the tenderers.

**CONCOR DESIRES THIS WORK TO BE CARRIED OUT ON SINGLE RESPONSIBILITY BASIS.** The auctioneer will have to undertake the work orders from the following CONCOR establishments. :-

1. Western Region, Mumbai.
2. Central Region, Nagpur.

The auctioneer is required to provide its services in three stages, namely, pre-auction, during auction and post-auction as listed hereunder in close coordination with the CONCOR representative/s:

1. **Pre-Auction Process:**

1. The prospective buyers should be informed through e-mail, letter, phone calls, faxes etc. well in advance prior to auction to have maximum response.
2 Notification of proposed auction in advance on the website and one of the leading newspapers with prior intimation to the respective establishment. The copy of the newspaper, publishing such intimation, should be sent to depot coordinating auction.

3 Registration of prospective bidders prior to the bidding.

4 Appropriate training has to be provided to intending bidders and CONCOR employees.

5 Update CONCOR with necessary guidelines for e-auction; published, announced, implemented by government, Customs, Major port trusts, etc.

6 Providing sufficient login user ID & password for each terminal of whom lots are listed in auction in addition to other login/password if required by officers at Regional office.

7 Acceptance of Earnest Money Deposit (EMD)/ Caution Money Deposit (CMD) in the form of a DD from Nationalized Bank from the prospective bidders.

8 Deposition of EMD/CMD so collected along with acceptance form from prospective bidders to the respective CONCOR establishment as per schedule given by the establishment.

9 The amount realized by service provider through sale of auction catalogue along with GST should be deposited with CONCOR after close of catalogue sale period.

2 During Auction Procees:

1. Preparation of auction catalogue containing detailed list of items to be offered for sale with lot-wise details, GST, starting bid, incremental value, starting time, ending time, Earnest Money Deposit (EMD), and terms and conditions of sale. Each of the items shall be offered as a separate lot. Arrange to dispatch the printed auction catalogue (with annexures) to the respective depots along with CONCOR office coordinating auction as per schedule of respective CONCOR establishment.

2. Publishing of the above catalogue on auctioneer website / handouts. Required number of catalogues should be provided to the respected participant depots free of cost as per requirement of individual depots of whose lots are listed in e-auction.

3. Issue guidelines to bidders to take part and provide infra-structure support and call centre support during the E-auction event.

4. Finalize start and end time, terms of bidding and configuration of the auction along with CONCOR.

5. Conduct actual auction providing server and all related infrastructure.

6. Ensure that all the bidders are able to participate in the actual bidding process.

7. The agency has to submit the report on bidders list, item wise bids received, items wise bid analysis.
8. After the auction is over the intimation should be given immediately to the successful bidders in confirmation with CONCOR.

9. Arranging to display on the auctioneer’s website any notification / intimation / suggestion that CONCOR proposes to inform the prospective bidder during the course of E-auction.

10. To deploy one staff on the date of E-auction for co-ordination at the depot/office coordinating the E-auction in addition to other depots requirement if any. The concern staff should be available during the complete E-auction process. CONCOR will not bear any incidental expenses like travel, stay, etc which may be incurred by the agency for staff so deployed.

3. **Post Auction Process**

1. The information as to acceptance of lot, rejection of lot is to be informed to the respective E-auction bidder in co-ordination with CONCOR. The successful buyers/bidders should be informed through e-mail, letters, phone calls, faxes etc. well in advance regarding their confirmation of lots, EMD, Customs Duty and Balance amount payable to CONCOR.

2. Preparation of comparative statements, statistical reports, monthly reports etc and any other reports required by CONCOR. Submission of signed copy of all such reports to all the depots of whose lots are listed in E-auction if required.

3. Display of auction results on the auctioneers web sites.

4. The agency conducting auction will ensure the complete data secrecy is maintained.

5. Follow up to ensure payment by the successful bidder.

**GENERAL CONDITIONS OF CONTRACT**

(I) **Period of Contract:**
Period of contract shall be initially for 1 year from the date of commencement of contract. CONCOR in its discretion may extend the contract on same terms and conditions for a further period of up to 1 year on the same rates, terms and conditions. It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period of 1 year or 1 + 1 year; for at least four months or till the new contract is finalized, whichever is earlier.

(II) **Earnest Money Deposit:**
Each tenderer shall be required to deposit a sum of **Rs. 1,670/- (Rs. One Thousand Six Hundred Seventy only)** as earnest money in the form of a crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of three months from the date of issue. Applications received without EMD shall not be considered for the purpose of this tender. This amount of EMD will be refunded to the non-successful tenderers within four months of finalization of the contract. No interest shall be allowed on the earnest money deposited. The EMD of successful Tenderer shall not be refunded till receipt of Security Deposit. No interest shall be allowed on the earnest money deposited and also on security deposit.
(III) **Forfeiture of EMD:**

The EMD shall be forfeited under following conditions:

a) The tenderer withdraws his tender or modifies his offer in a manner unacceptable to CONCOR during the validity period of tender which is 90 (ninety) days from the date of opening of tender.

b) The tenderer having been notified of the acceptance of the tender during the validity of tender, refuses to undertake the work on award of the contract.

c) The tenderer submits forged / tampered documents while participating in the tender. Further action as deemed fit by CONCOR may also be taken against such erring tenderer.

(IV) **Security Deposit:**

The successful tenderer whose rates are finally accepted must deposit a Security deposit for fulfillment of the contract a sum of Rs. 8,350/- (Rs. Eight thousand Three Hundred Fifty only.) within 7 days from the date of acceptance. The security deposit will be from any Scheduled Bank drawn in favor of ‘Container Corporation of India Ltd.’ Payable at Mumbai or by way of a Bank Guarantee bond valid for 40 months (36 months contract period+ 04 month obligatory period) for the same value from a scheduled bank.

In case the contractor withdraws his contract or does not perform as per contractual obligations, the Security Deposit is liable to be forfeited and the Bank Guarantee encashed.

(V) **Execution of Agreement:**

The successful tenderer is required to submit the acceptance of all the tender conditions mentioned therein and execute an agreement with the CONCOR within 15 days from the issue of Letter of Intent and commence the work as directed by Chief General Manager, WR.

(VI) **Confidentiality:**

It may be noted that as a custodian, CONCOR is required to maintain utmost secrecy and confidentiality regarding the bid valuation, assessment, etc. Data or information privy to CONCOR and the auctioneer by virtue of providing services as an auctioneer shall not be passed onto a third party without consent of CONCOR.

Any Confidential Information, which has been or will be disclosed to it by or on behalf of CONCOR, shall be maintained in confidence, and shall not be disclosed to any third person without CONCOR’s prior consent. Upon written request to either Party, the other Party shall return the Confidential Information and all copies thereof, to the other Party.
(VII) **OTHER TERMS:**

1. The periodicity and number of containers / cargo proposed to be put up for auction will be decided and intimated to the auctioneer by CONCOR.

2. The solution being offered should be in compliance with CVC (India) guidelines and IT Act (India) 2000 in totality as applicable of e-Procurement service domain.

3. The auctioneer should modify the software to suit any specific requirements of CONCOR for conducting the e-auction within reasonable time frame.

4. Any CONCOR / user complaints related to configuration, network failure, etc should be responded to promptly.

5. The auctioneer should permit inspection of its infrastructure and services, if sought, by CONCOR or its authorized representative.

6. The auctioneer shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and CONCOR without prior consent of the CONCOR in writing. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Contractor / Bidder is debarred all from future tender enquiries / work orders.

7. The Auctioneer shall hold harmless and keep CONCOR indemnified against all claims arising as a result of infringement of any patent / copy rights on account of use of the website/infrastructure/services covered by the order.

8. It may be noted that E-auction is to be conducted entirely in accordance with the instruction of CONCOR’s authorized representative. All the issues regarding lot selection, bunching of lots, fixation of base values, increments/decrements, granting of additional time, etc will be referred to CONCOR’s authorized representative, whose decision will be final and binding on the auctioneer.

9. The auctioneer shall not interact with any of the bidders nor impart any information during the bidding process and shall remain entirely neutral.

10. CONCOR reserves the rights to take a final decision on the e-auction procedure/outcome in accordance with customs procedures, regulation and other laws in force.

**(VIII) PENALTY:**

Any violation of the aforementioned terms and conditions would be treated as “Unsatisfactory Performance”. CONCOR shall impose a penalty of up to Rs.5,000/- for each incident of violation of the above clauses. Further, any financial loss incurred by CONCOR, arising due to any procedural lapses / failures on the part of the contractor shall be recovered by the CONCOR from the auctioneer.
(IX) **Payment:**

Payments due to the contractor will be made on a monthly basis on receipt of bills from the contractor. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the contractor if the payment is not made within the stipulated period.

In view of the implementation of GST, the Contractor/Tenderer/vendor shall note the following:-

**a)** The Contractor/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to CONCOR. In respect of each supply of Goods and Services, Contractor/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.

**b)** The Contractor/Tenderer/Vendor shall indemnify CONCOR, its Directors, Officers, Employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor shall get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.

**c)** Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.

**d)** In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the CONCOR.

**e)** If as result of Change in Law, Contractor/Tenderer/Vendor, obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the CONCOR and propose amendment to this agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.

**f)** Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor shall indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.
(X) **Termination of the Contract:**

During the currency of the contract, if the services of the successful Bidder are not found to be satisfactory, CONCOR reserves the right to terminate the contract with one month prior notice without payment of any compensation or whatsoever. Further, in case it is brought to the notice of CONCOR that the auctioneer has parted with confidential information to the bidders/third parties, thus vitiating the auction process, the contract is liable to be forthwith terminated with 7 days’ notice. In such an event, the auctioneer will be liable to compensate CONCOR for all claims/damages that CONCOR is likely to face as a consequence of violation of auction norms.

(XI) **Exit Clause:**

The contract between CONCOR and the successful tenderer can be terminated by CONCOR with 3 months notice without assigning any reason and with no liability on CONCOR.

(XII) **Arbitration:**

Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/differences, if any, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of CONCOR. There will be no objection if the arbitrator so appointed is an employee of CONCOR.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

In case of any disputes or differences between the parties hereto, the courts at Mumbai shall alone have jurisdiction to entertain the suit/arbitration award.
## Annexure - I

### SCHEDULE OF RATES

The Bidder is required to submit his tender/schedule of rates in the format given below.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Rates (In Rs.)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td><strong>E- Auction charges</strong> (As a percentage of sale value realised subject to minimum amount per E-auction conducted) towards execution of all works stipulated under Chapter II – Scope of Work:</td>
<td>In figures</td>
</tr>
<tr>
<td></td>
<td>a. Percentage of E-auction Sale value realised.</td>
<td>In words</td>
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<tr>
<td></td>
<td>b. Minimum transaction charges per E-auction conducted (in Rs.)</td>
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</tbody>
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Note:-

1. One E-auction will be treated as a single event involving sale of lots notified by CONCOR under a single advertisement irrespective of the number of lots, number of CONCOR depots and the number of days required for conducting the E-auction.

2. While the minimum transaction charges would be payable on completion of the event the percentage charges, if any payable over and above the minimum transaction charges would be calculated and paid only after delivery of the auctioned cargo and realization of the bid amount from the bidders.

3. GST at the prevailing rates will be paid extra by CONCOR.

4. The rate should be all inclusive. CONCOR will not bear any incidental expenses like travel, stay, etc which may be incurred by the agency.

Name of the Tenderer with Address

Signature of Tenderer

Duly Sealed/ Stamped.
ANNEXURE II

SPECIMEN OF AGREEMENT

(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)

CONTAINER CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

AGREEMENT FOR ACTING AS …………………….. FOR CONTAINER CORPORATION OF INDIA LTD
AT [----------]

Contract Agreement No.____________________
Dated____________

An agreement made this __________________ date of____________ Two Thousand and
Eighteen between Container Corporation of India Ltd., (A Govt. of India Undertaking)
represented herein by the ________________________________, Container Corporation of
India Ltd., Mumbai(hereinafter called CONCOR) on the one part and
__________________________________ and carrying on business at
______________________________________________________
under the name of ______________________________________________________
(hereinafter called the Contractor which expression shall be deemed to include his/their
respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees)
on the other part for the purpose of performing the work of Application Service Provider for
conducting internet auction at CONCOR’s Terminals […………………] at the rates and under the
terms and conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with CONCOR to perform all the operations set forth in the
tender document and its annexures, which shall be treated as an integral part of this
agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by CONCOR, the contractor shall duly perform the
said operations in the said tender documents and its annexures set forth and shall execute the
same with great promptness, care and diligence in a workman like manner to the satisfaction
of CONCOR and will carryout the work in accordance with the terms and conditions of contract
with effect from [………… day of …….., 201 up to ………… day of ………, 201 ] and will observe,
fulfill and honor all the conditions herein mentioned (which shall be deemed and taken to be
part of this contract as if the same had been fully set forth therein) and CONCOR hereby
agrees that if the contractor observes and honors the said terms and conditions of the
contract, CONCOR will pay or cause to be paid to the contractor for the operations, on the
completion thereof, the amount due in respect thereof at the rates specified in the schedule
hereto annexed.

Signature of Tenderer

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

APPLICATION SERVICE PROVIDER

FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIA LTD

WITNESS

1. _________________________
   _________________________
   _________________________

WITNESS

1. _________________________
   _________________________
   _________________________

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

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ANNEXURE-III

SPECIMEN OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, having its registered office at ‘CONCOR Bhawan’, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s ___________________________] (hereinafter called the said Contractor) to provide its services as Application Service Provider (ASP) for conducting internet auction at various depots of CONCOR […………….] 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., by reason of any failure of the contractor to conduct the auctions on agreed schedule and carry out other specified works under the scope of work in adherence to 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 Chief General Manager, Western Region, 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 contractor to perform the said activities. 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 enforceable 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 three years and six months from the date of issue (whichever is later) 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 aforesaid 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 with the Container Corporation of India Ltd., 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 contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of 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.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE:

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