

**CONTAINER CORPORATION OF INDIA LIMITED  
(CONCOR)  
(A NAVRATNA UNDERTAKING OF GOVERNMENT  
OF INDIA)**



**CIN: L63011DL1988GOI030915**

**E-Tender Document (Open- Single Packet System)**

**For**

**“Engagement of External Management Consultant for facilitating  
proposed Merger with CONCOR of its Subsidiary Company (ies)”**

**Tender Reference No.: CON/F&CS/Merger/2020-21/02**

**2021**

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Signature and stamp of bidder

**SECTION - I**

**NOTICE INVITING TENDER (NIT)**

**CONCOR**  
**(A Navratna Undertaking of Government of India)**  
Regd. Office: CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi -  
110076)

**Notice Inviting (Open) E-Tender (NIT) -Web Notice**

Online bids (e-tender) are invited in single packet system for and on behalf of Container Corporation of India Limited (A Navratna Undertaking of Govt. of India) from eligible Sole Domestic Bidders for **“Engagement of External Management Consultant for facilitating Proposed Merger with CONCOR of its Subsidiary Company (ies)”** on *Open Tender Basis*.

1. The complete bid/tender document can be viewed and downloaded from the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). The intending bidders should submit the document sale price of Rs.1,000/-, inclusive of all taxes and duties, through e-payment at the time of making online request.
2. Complete tender papers duly accompanied with requisite EMD declaration shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

The brief details of the tender are as under :-

Sl. No.	Item	Description
i)	Mode of tendering	Single Packet System
ii)	Tender No.	CON/F&CS/Merger/2020-21/02
iii)	Name of Work	<b>Engagement of External Management Consultant for facilitating Proposed Merger with CONCOR of its Subsidiary Company (ies)</b>
iv)	Cost of Tender document (Non-Refundable)	<b>Rs. 1,000/-</b> (Rupees One Thousand only) inclusive of all taxes and duties through e-payment
v)	Earnest Money Deposit (EMD)	<b>Nil, However, EMD declaration required.</b>
vi)	Tender Processing Fee (Non-Refundable)	Rs. 5,310/- inclusive of all taxes and duties through e-payment
vii)	Period of Bid Validity	120 days
viii)	Completion Period	09 (Nine) Months
ix)	Date of Sale (Online)	From 12.02.2021(15:00 hrs.) to 08.03.2021 (upto 16:00 hrs.)
x)	Last date & time of submission of tender for opening of bids	09.03.2021 upto 15:00 hrs.
xi)	Date & time of opening of tender	10.03.2021 at 15:30 hrs.

3. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature and stamp of bidder

4. This tender notice is available on the website [www.concorindia.com](http://www.concorindia.com). The bid document can also be downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)). However, the intending bidders should submit the document sale price of Rs.1,000/- through e-payment at the time of making online request.
5. EMD declaration as per format attached should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).
6. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting annual registration charges of INR **1,500/-** + GST @ 18% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

**Note :**

- (i) Tender Document shall be provided free of cost to Micro & Small Enterprises (MSEs) registered with the nominated agencies.
  - (ii) Registration amount and tender processing fee will be applicable as per the requirement of e-tender.
  - (iii) In order to avail benefits/preferential treatment, the MSEs must be registered with any of the following:
    - (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) MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18<sup>th</sup> September 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs order, 2012.
    - (viii) Any other body specified by Ministry of MSEs.
  - (iv) In case MSEs do not provide the above mentioned document, their offer will not be entertained.
  - (v) The MSEs must also indicate the terminal validity date of their registration (except UAM). 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.
7. Corrigendum/Addendum to this Tender, if any, will be published on website [www.concorindia.com](http://www.concorindia.com), [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.

**8 Eligible Bidder**

**8.1 Technical Criteria :-**

The bidders who wish to submit their bids for the aforesaid work shall have to meet the Eligibility Criteria given as hereunder :-

- i) Bidder should be an Individual/Organization/Company/Partnership firm registered in India and having an office in Delhi.
- ii) Registered with the GST Authority in India and have a valid PAN Card.
- iii) Should have been in consultancy business for the last 05 (five) years\* in India.

Signature and stamp of bidder

\* The reference date for considering the period of previous 05 (Five) years shall be reckoned from the last day of the month previous to the one in which the bids are invited

In support, the bidder should submit notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Individual /Organization/ Company/Partnership firm and copies of GST registration & PAN.

(iv) The bidder should have experience, during last three financial years ending 2019-20 and current financial year up to the date of submission of bid, in providing advisory/consultancy services for preparation and finalization and implementation of a scheme of Merger/Amalgamation involving two or more Public Companies registered in India and in which at least one company involved should be a listed Government Company.

In support, firms should furnish notarized copies of contracts/agreements/work orders and Completion Certificates issued by clients.

## 8.2 Financial Criteria:-

(i) Aggregate Financial Turnover of the bidder during last three financial years (2019-20, 2018-19, 2017-18) and in current financial year upto the date of opening of the tender, should be at least Rs. 93.15 Lakhs

In support, firms should furnish Audited Balance Sheets and audited Profit & Loss Statements of above specified last three financial years. However, un-audited reports certified by Chartered Accountant/CA Certificate for the current financial year, shall be accepted.

(ii) Networth : The tenderer must have a positive networth based on the latest completed financial year's audited Balance Sheet and Profit & Loss Statement.

8.3 The bidders shall submit relevant documents in case the restriction orders issued by the Govt. of India under Rule 144(xi) of the General Financial Rules (GFRs) are applicable to the bidder firm. In this regard, the bidder may note that Rule 144(xi) empowers Department of Expenditure to impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of Defence of India, or matters directly or indirectly related thereto including national security. This rule provides that no public procurement shall be made in violation of such restrictions. Bidders are advised to refer all Orders (Public Procurement) issued from time to time by the Ministry of Finance.

In case these restrictions are not applicable to the bidder firm, an undertaking on the letter head shall be submitted in the prescribed format provided below:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We, M/s. \_\_\_\_\_ (Name of bidder firm) certify that our firm/company is not from such country as defined in the restriction orders issued by the Govt. of India under Rule 144(xi) of the General Financial Rules."*

8.4 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit on-line requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

Signature and stamp of bidder

9. Bidders will submit scanned copies of duly signed documents/ certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
10. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Employer, shall be in the English language.
11. Employer reserves the rights to cancel the tendering process at any time before award of work without assigning any reasons thereof.
12. In case of any difference between wordings of English and Hindi version of 'NIT', English version shall prevail.

**For & on behalf of Container Corporation of India Ltd**

**ED(Fin.) & CS**

## **SECTION - II**

# **INSTRUCTIONS TO BIDDERS (ITB)**



## **INSTRUCTIONS TO BIDDERS (ITB)**

Container Corporation of India Limited (CONCOR) is a Listed Navratna Public Sector Undertaking (PSU) under Ministry of Railways. The Company is engaged in the business of providing services related to handling, transportation, warehousing etc. in respect of containerized cargo. The Company manages and operates the container trains and container terminals including Multi Modal Logistic Parks (MMLPs), Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. CONCOR is planning merger/amalgamation of its Wholly owned Subsidiary and Joint Venture Companies. Brief description of Companies being planned for merger/amalgamation is as under :-

CONCOR (the Holding Company) had incorporated a wholly owned subsidiary called CONCOR Air Limited (CAL) in the year 2012 to undertake Air Cargo related activities in International as well as Domestic circuit by entering into concession agreement with Mumbai International Airport Private Limited (MIAL). CAL earned net profit of Rs. 7.20 Cr. (after tax) during FY 2019-20.

Further, CONCOR entered into Joint Venture with State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL) and incorporated a Joint Venture Company called SIDCUL CONCOR Infra Company Ltd. with shareholding of 74% for development of Multimodal Logistics Park (MMLP) at Pantnagar. During the year 2019-20, the company earned Rs. 12.84 Cr. from operations.

Punjab Logistics Infrastructure Limited (PLIL) is a Joint Venture Company of CONCOR and Punjab State Container and Warehousing Corporation Limited (CONWARE). The Company has developed a MMLP in the State of Punjab facilitating trade and industry of the State and putting them on International map.

SCICL and PLIL are also subsidiaries of CONCOR as it holds majority of shares in these companies.

Annual Reports of CONCOR and its above subsidiaries are available on website: [www.concorindia.com](http://www.concorindia.com) for ready reference of bidders.

### **1. General:**

1.1 Online bids (e-tender) under single packet system is hereby invited from Domestic Bidders for and on behalf of CONCOR for **“Engagement of External Management Consultant for facilitating Proposed Merger with CONCOR of its Subsidiary Company (ies) on Open Tender Basis** as per enclosed Schedule of Quantity & Price. This tender notice is available on the website [www.concorindia.com](http://www.concorindia.com). The bid document can be downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)).

1.2 The Tender Document comprises of documents listed below and addenda issued if any:

- i) Section-I- Notice Inviting Tender (NIT),
- ii) Section-II- Instructions to Bidders (ITB),
- iii) Section-III- Forms and Schedules,
- iv) Section-IV- General Conditions of Contract, Special Conditions of Contract, Form of Agreement & Performance Bank Guarantee Form.
- v) Section-V- Schedule of Quantity and Price

Signature and stamp of bidder

- 1.3 This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/Employer. It also provides information on online bid submission, opening, evaluation and award.
- 1.4 The Offer should be submitted through e-tendering mode in the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) containing Single Bid. The Bid will contain all signed and scanned documents listed below in para 1.11.
- 1.5 All the Bids received shall be opened on the date and time mentioned above in the tender notice. The sequence of opening shall be:
  - a. Earnest Money Deposit (EMD) Declaration
  - b. Technical and Price Bid.

**Note: One representative from each bidder shall be authorized and permitted to attend the bid opening.**

- 1.6 Evaluation of E-Bids: First, Earnest Money Deposit declaration will be opened in the presence of the bidder/bidders 'representatives who may choose to attend at the time, date and place specified and the bids accompanied with valid EMD declaration will be taken up for opening of the e-Bid document. At any stage during the evaluation of e-bid, if the EMD declaration is found invalid, the respective bidder's bid will be summarily rejected.
- 1.7 E-Payment of tender document cost and tender processing fee shall be through payment Gateway of CONCOR in e-tendering Portal at [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). EMD declaration should be scanned and uploaded on the e-tender website: [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). The tender processing fee should be deposited by bidder at the time of tender purchase through e- payment.
- 1.8 Online bids will be opened at Office of ED(Finance) & CS, Container Corporation of India Ltd, CONCOR Annexe, NSIC MDBP Building, Okhla Industrial Estate, New Delhi-110020 on 10.03.2021 at 15:30 hrs. On the same day/date bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
- 1.9 Only online Bids will be opened at 15:30 hrs. on 10.03.2021. The Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers.
- 1.10 The prices must be filled after downloading the prescribed bid form in the prescribed format issued through online e-tendering website. The Bid form should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.

### 1.11 Documents to be Submitted

Bidders are required to submit **duly signed scanned copies** of the following documents in the bid:

- (a) EMD declaration should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).
- (b) Rs.1,000/- (Inclusive of all taxes and duties) through e-payment towards cost of tender document.
- (c) Notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Individual/Organization/Company/Partnership Firm as per Clause 2.1 of ITB
- (d) Copy of work experience as stipulated in Clause 2.1(iv) of ITB
- (e) Copy of audited Balance Sheets and audited Profit & Loss Statements of specified last three financial years (2019-20, 2018-19 and 2017-18) and Un-audited reports certified by Chartered Accountant/CA Certificate for the current financial year, as stipulated in Clause 2.2 of ITB
- (f) Undertaking/Declaration in prescribed form as per Clause 2.3 of ITB
- (g) Tender Form, Form of Declaration, ECS Form, Bid Proforma, as per format appended in Section III
- (h) Notarized or Self attested copy of Micro & Small Enterprises (MSEs) certificate with the nominated agencies, if applicable.
- (i) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules pursuant to Clause 7.10 of ITB as per format appended in Section-III.
- (j) Notarized or Self attested copy of Goods and Services Tax Registration No., PAN, EPF Registration No\*.
- (k) Notarized Power of Attorney, if required.
- (l) Affidavit as per format specified in the Annexure.
- (m) Confidentiality Undertaking as per Annexure.
- (n) Schedule of Quantity and Price.
- (o) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

*\* Registration with concerned EPF authorities shall be as per requirement of EPF regulations.*

Signature and stamp of bidder

## **2 Eligible Bidder :**

### **2.1 Technical Criteria :-**

The bidders who wish to submit their bids for the aforesaid work shall have to meet the Eligibility Criteria given as hereunder:-

- (i) Bidder should be an Individual/Organization/Company/Partnership firm registered in India and having an office in Delhi.
- (ii) Registered with the GST Authority in India and have a valid PAN Card.
- (iii) Should have been in consultancy business for the last 05 (five) years\* in India.

\* The reference date for considering the period of previous 05 (Five) years shall be reckoned from the last day of the month previous to the one in which the bids are invited

In support, the bidder should submit notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Individual /Organization/ Company/Partnership firm and copies of GST registration & PAN.

(iv) The bidder should have experience, during last three financial years ending 2019-20 and current financial year up to the date of submission of bid, in providing advisory/consultancy services for preparation and finalization and implementation of a scheme of Merger/Amalgamation involving two or more Public Companies registered in India and in which at least one company involved should be a listed Government Company.

In support, firms should furnish notarized copies of contracts/agreements/work orders and Completion Certificates issued by clients.

### **2.2 Financial Criteria:-**

- (i) Aggregate Financial Turnover of the bidder during last three financial years (2019-20, 2018-19, 2017-18) and in current financial year upto the date of opening of the tender, should be at least Rs. 93.15 Lakhs

In support, firms should furnish Audited Balance Sheets and audited Profit & Loss Statements of above specified last three financial years. However, un-audited reports certified by Chartered Accountant/CA Certificate for the current financial year, shall be accepted

- (ii) Networth : The tenderer must have a positive networth based on the latest completed financial year's audited Balance Sheet and Profit & Loss Statement.

2.3 The bidders shall submit relevant documents in case the restriction orders issued by the Govt. of India under Rule 144(xi) of the General Financial Rules (GFRs) are applicable to the bidder firm. In this regard, the bidder may note that Rule 144(xi) empowers Department of Expenditure to impose restrictions, including prior registration and/or

Signature and stamp of bidder

screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of Defence of India, or matters directly or indirectly related thereto including national security. This rule provides that no public procurement shall be made in violation of such restrictions. Bidders are advised to refer all Orders (Public Procurement) issued from time to time by the Ministry of Finance.

In case these restrictions are not applicable to the bidder firm, an undertaking on the letter head shall be submitted in the prescribed format provided below:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We, M/s. \_\_\_\_\_ (Name of bidder firm) certify that our firm/company is not from such country as defined in the restriction orders issued by the Govt. of India under Rule 144(xi) of the General Financial Rules.”*

- 2.4 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit on-line requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

### **3. Earnest Money Deposit (EMD)/ Bid Security Declaration :**

- 3.1 Each tenderer shall be required to submit declaration regarding EMD at the time of submission of the bid.
- 3.2 Tender document submitted without EMD declaration will be summarily rejected.

#### **Note**

- (i) Tender Document shall be provided free of cost to Micro & Small Enterprises (MSEs) registered with the nominated agencies.
- (ii) Registration amount and tender processing fee will be applicable as per the requirement of e-tender.
- (iii) In order to avail benefits/preferential treatment, the MSEs must be registered with any of the following:
- (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) MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18<sup>th</sup> September 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs order, 2012.
  - (viii) Any other body specified by Ministry of MSEs.

Signature and stamp of bidder

- (iv) In case MSEs do not provide the above mentioned document, their offer will not be entertained.
- (v) The MSEs must also indicate the terminal validity date of their registration (except UAM). 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.

#### **4. Bid Currency:**

All figures mentioned under the commercial/price bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

#### **5. Bid Validity:**

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, CONCOR can take recourse to legal remedies in terms of the contract.

#### **6 QUOTING OF RATES**

The tenderer must quote rate in the prescribed form under Section V (Schedule of Quantity and Price) carefully. In case of two or more qualified successful bidders quotes same and lowest rates, one round of negotiations with both the bidders in the form of sealed bids shall be done and if still there is a tie, then the successful bidder shall be decided based on the highest total turnover/revenue (income) from operations for last three financial years and the negotiated rate shall be considered instead of original quoted rate.

#### **7. ACCEPTANCE OF TENDER**

- 7.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Tender Accepting Authority of Container Corporation of India Ltd., who does not bind himself to accept the lowest or any other tender.
- 7.2 Acceptance of tendered rates will be communicated by E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by E-mail; Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 7.3 The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

Signature and stamp of bidder

- 7.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.
- 7.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. CONCOR is also not bound to give the reasons for such disqualification.
- 7.6 CONCOR also reserves the right to:
- a) Allot the work fully or in part, if deemed fit by the Tender Accepting Authority, in the financial/ business interest of CONCOR.
  - b) Overlook any bidder who is in the same line of business and competing with CONCOR.
  - c) Bypass any bidder debarred by any Government / Semi Government body or PSU.
  - d) Seek clarifications from the bidders regarding any information and documents submitted along with Techno-Commercial bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.
  - e) Accept or reject any or all of the bids in part or full.
  - f) If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability, along with forfeiture of Security Deposit (SD). Any loss suffered by CONCOR on this account will be recovered from the contractor. This will be done without prejudice to CONCOR's right to seek any other remedy under law.
- 7.7 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.
- 7.8 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
- 7.9 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
- 7.10 GST has been implemented by the Government w.e.f. 01.07.2017. The Consultant, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions by quoting element of GST specifically in the price bid after considering the benefit of Input Tax Credit etc.

Signature and stamp of bidder

Undertaking in the prescribed format for passing on benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of CGST Act/ SGST Act. shall be submitted along with bid.

- 7.11 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto, may render the Bid liable to summarily rejection.
- 7.12 The bidder shall submit rate analysis of quoted price, if so desired by the Employer.
- 7.13 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.
- 7.14 The bids submitted by the bidders will be evaluated on the basis of the lowest quoted by them in the tender. For each subsidiary merger, the work may be awarded to different contractors depending on the lowest price quoted by them for the same. Although, CONCOR also reserves its right to award the work to a single contractor on the basis of total price quoted for merger of all the three subsidiaries, taken together. The decision of CONCOR in the above matter shall be binding on the bidders.

## **8. Late Bid:**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

## **9. Award**

The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement with CONCOR on non-judicial paper of appropriate value as per Stamp Act in the format appended within 20 days from the date of issue of Letter of Acceptance.

## **10 Contacting the Employer:**

- 10.1 No Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded. However, during evaluation of bid, Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Bids may be rejected.
- 10.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

Signature and stamp of bidder



**11. Corrupt, Fraudulent, Collusive or Coercive Practices:**

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

- a) for the purposes of this provision, the terms set forth below shall mean as under:
  - i) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii) “fraudulent practice” means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and
  - iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Confidentiality Undertaking as mentioned above, for the contract in question.
- c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Confidentiality Undertaking, in executing, a contract.

**12. Debarring of Business Dealings**

The Bidders will be required to certify in the Affidavit that they are not black listed or debarred by Railway 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 opening of bids either in individual capacity or as a member of JV Firm.

**13. CHECK LIST**

The duly signed check list of documents required to be submitted Online as per Format in Section-III of tender document.

The list of documents required to be submitted Online are listed hereunder:

- (a) EMD declaration should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).
- (b) Rs.1,000/- (Inclusive of all taxes and duties) through e-payment towards cost of tender document.
- (c) Notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Individual/Organization/Company/Partnership Firm as per Clause 2.1 of ITB
- (d) Copy of work experience as stipulated in Clause 2.1(iv) of ITB
- (e) Copy of audited Balance Sheets and audited Profit & Loss Statements of specified last three financial years (2019-20, 2018-19 and 2017-18) and Un-audited reports certified by Chartered Accountant/CA Certificate for the current financial year, as stipulated in Clause 2.2 of ITB
- (f) Undertaking/Declaration in prescribed form as per Clause 2.3 of ITB
- (g) Tender Form, Form of Declaration, ECS Form, Bid Proforma, as per format appended in Section III
- (h) Notarized or Self attested copy of Micro & Small Enterprises (MSEs) certificate with the nominated agencies, if applicable.
- (i) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules pursuant to Clause 7.10 of ITB as per format appended in Section-III.
- (j) Notarized or Self attested copy of Goods and Services Tax Registration No., PAN, EPF Registration No\*.
- (k) Notarized Power of Attorney, if required.
- (l) Affidavit as per format specified in the Annexure.
- (m) Confidentiality Undertaking as per Annexure.
- (n) Schedule of Quantity and Price
- (o) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

*\* Registration with concerned EPF authorities shall be as per requirement of EPF regulations.*

**14.** For scope of work and payment terms, please refer to Section IV, Special conditions of Contract.

Signature and stamp of bidder

## **SECTION–III**

# **FORMS AND SCHEDULE**

## TENDER FORM

Executive Director (Finance) & CS  
Container Corporation of India Limited,  
CONCOR Annexe,  
NSIC MDBP Building,  
Okhla Industrial Estate,  
**New Delhi - 110020**

1. We have read and examined the following tender documents relating to **“Engagement of External Management Consultant for facilitating Proposed Merger with CONCOR of its Subsidiary Company (ies)”**
  - a) Notice Inviting Tender (NIT)
  - b) Instructions to Bidders (ITB)
  - c) EMD Declaration, Form of Declaration, ECS form, Bid Proforma, Undertaking/Declaration of Ineligibility, Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules
  - d) General Conditions of Contract & Special Conditions of Contract
  - e) Form of Agreement & Performance Bank Guarantee Form
  - f) Affidavit
  - g) Confidentiality Undertaking
  - h) Schedule of Quantity and Price
  - i) Addenda no.....dated....., if any.
2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of Quantity and within the period(s) of completion as given in Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.
3. We agree to keep this tender open for acceptance for 120 days after the deadline date for bid submission specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.
4. I/We have submitted scanned copy of EMD declaration. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, we shall become liable for action and the Client shall without prejudice to any other right or remedy, be at liberty to take recourse to legal remedies in terms of Contract.

Should this tender be accepted, we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of company)

Name	_____
Signature	_____
Designation	_____
Name of Company	_____
Date	_____

Signature and stamp of bidder

**EARNEST MONEY DEPOSIT DECLARATION**

M/s. \_\_\_\_\_ who has participated in the Open Tender No. CON/F&CS/Merger/2020-21/02 dated \_\_\_\_\_ for “Engagement of External Management Consultant for facilitating proposed Merger with CONCOR of its Subsidiary Company”, hereby undertakes that:-

1. It agree to comply with all the terms and conditions stipulated in the above tender;
2. It shall not withdraw or modify its bid/ offer during the validity period of the above tender; and
3. It agree that in case, it commit default in respect of (1) & (2) above, it shall be suspended for a period upto five years for participating in any tender/offer from CONCOR and its subsidiary.

For and on behalf of M/s. \_\_\_\_\_

Authorized Signatory

### FORM OF DECLARATION

M/s-----(**name of Bidder**) having its registered office at -----(hereinafter referred to as 'the Bidder') having carefully studied all the Tender documents, addendum, if any etc. pertaining to the Work for “**Engagement of External Management Consultant for facilitating Proposed Merger with CONOR of its Subsidiary Company (ies)**”, and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and
- 6) we confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act. 2006 are applicable/ not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Employer.

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the Bidder  
(To be signed by Power of Attorney Holder)

Signature and stamp of bidder

**ECS – Form**

**CONCOR  
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

No. : |

1. BIDDER'S NAME : \_\_\_\_\_

a) ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

b) Phone/ Mobile No. : \_\_\_\_\_  
\_\_\_\_\_

**2. PARTICULARS OF BANK ACCOUNT :**

a) BANK NAME : \_\_\_\_\_

b) BRANCH NAME : \_\_\_\_\_

c) ADDRESS : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

d) IFSC CODE OF THE BANK :

(For payment through RTGS)

e) ACCOUNT TYPE :  
(S.B. Account/ Current Account  
or/Cash Credit with code 10/11/13)


f) ACCOUNT NUMBER : \_\_\_\_\_

(As appearing on the Cheque Book)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

Date:

(-----)  
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(-----)  
Signature of the Authorized  
Official from the Bank

Signature and stamp of bidder

**BID PROFORMA**

<b>Sl. No.</b>	<b>Description of information</b>	<b>Replies by the bidder</b>
1.	Name of the Firm/ Company :	
2.	Complete Address of Regd. office and Delhi office	
	i) Postal :	
	ii) Telephone/ Fax :	
	iii) E-mail :	
3.	Complete Name and Communication address of Bid Signatory	
	i) Name & Designation :	
	ii) Postal :	
	iii) Telephone/ Fax :	
	iv) E-mail	
4.	Former name of Firm/ Company (if any) :	
5.	Type of the Firm /Company : (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)	
6.	Year and place established :	
7.	Are you registered with any Government/ : PSU (if yes, give the details) for work of similar nature covered under the specifications	
8.	Have your Company ever been declared : Bankrupt (if yes give the details)	
9.	Whether the Prices quoted are firm/variable :	Firm
10.	Validity period of tender, reckoned after : the deadline date for online bid submission.	120 days
11.	Rate of Taxes & Duties as applicable	
	i) Rate of GST : @ ..... % as included (To be specified by the bidder)	
	ii) Any other taxes/ duties (please specify): @.....% as included (To be specified by the bidder)	

Signature and stamp of bidder



12. Whether furnished & filled all schedules/  
annexure appended to tender document :
13. Goods and Services Tax No. (GSTIN) :
14. (HSN/ SAC code) :
15. EPF No. :
16. PAN :

Station : \_\_\_\_\_

Date: \_\_\_\_\_

For & on behalf of \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

(of the authorized representative of the bidder)

Official Seal of the Company:

**Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules**

**(To be submitted on letter head)**

To,

Container Corporation of India Ltd.  
-----

Sub.: Tender no.....

Dear Sir,

We, M/s..... (**Name of Bidder**) have submitted bid dt.....for the aforesaid tender.

Section 171 of CGST Act./ SGST Act. stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Section 171 of CGST Act/ IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to the Employer.

In case this declaration is found faulty in any manner, we shall fully responsible for the consequential effect including making good of any losses of interest etc. to NHPC Ltd.

<b>Place:</b>	[Signature of Authorized Signatory of Bidder]
<b>Date:</b>	Name:
	Designation:
	Seal:

Signature and stamp of bidder

**Declaration of Ineligibility**

*“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We, M/s. \_\_\_\_\_ (Name of bidder firm) certify that our firm/company is not from such country as defined in the restriction orders issued by the Govt. of India under Rule 144(xi) of the General Financial Rules.”*

**(Seal & Signature of the Bidder)**

**AFFIDAVIT**

**(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER WITH THE DOCUMENTS)**

**(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs.100/-  
The stamp paper has to be in name of the tenderer.)**

I \_\_\_\_\_ (Name and designation) \_\_\_\_\_ appointed as the attorney/authorized signatory of the tenderer (including its constituents).M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ of CONCOR, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am / are signing this document after carefully reading the contents.
2. I/We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from CONCOR tender portal [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CONCOR with regard to such discrepancies shall be final and binding upon me/us.
4. I/we hereby declare that I/We will comply with all terms and conditions of CONCOR's tender document and I/we will submit signed and stamped copy of CONCOR's tender document as enclosure of contract/ agreement on award of P.O/ LOI.
5. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
6. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to suspending of business for a period upto five years. Further, I/We [insert name of the tenderer] \_\_\_\_\_ and all my /our constituents understand that my/ our offer shall be summarily rejected.

Signature and stamp of bidder

8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of Performance Guarantee/Security Deposit besides any other action provided in the contract.

9. I/We also understand and accept the tender condition that CONCOR will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management

10. I/We certify that I/We are not black listed or debarred by Railway 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 opening of bids either in individual capacity or as a member of JV Firm.

**DEPONENT**  
**SEAL AND SIGNATURE OF THE TENDERER**

**VERIFICATION**

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT**  
**SEAL AND SIGNATURE OF THE TENDERER**

**Place:-**

**Dated:-**

**Details as appropriate are to be filled in suitably by tenderer.**

**Attestation before Magistrate/Notary Public.**

Signature and stamp of bidder

### Confidentiality Undertaking

Container Corporation of India Ltd (CONCOR) and its Subsidiary Company (ies) having their Registered office at .....and ..... (the companies), are willing to make ..... available to M/s..... with its office at ..... subject to the terms of this confidentiality undertaking (the undertaking), certain non- public information in respect of CONCOR and its subsidiary Company (ies) for facilitating proposed Merger/Amalgamation with CONCOR of its Subsidiary Company(ies).

Any such information and documents received and acknowledged by M/s. .... in this matter for providing the services related to proposed Merger/Amalgamation of subsidiary Company (ies) with CONCOR, is referred to in this undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s. .... will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s. .... M/s..... will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s..... will not use the information for any purpose other than for providing Services for proposed Merger/Amalgamation of Subsidiary Company (ies) with CONCOR.

This undertaking will not apply to any information or material :

- a) Which is in the public domain without any breach of this undertaking.
- b) Which is already in M/s. .... possession as on the date of this undertaking.

The consultant shall also be bound by the applicable regulations and company's policies, including on insider trading policy. This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for and on behalf of

M/s. ....

Authorized Signatory

Date: .....

Place:.....

(Name, designation and signature of authorized signatory)

Signature and stamp of bidder

## **SECTION – IV**

### **CONDITIONS OF CONTRACT**

- a) GENERAL CONDITIONS OF CONTRACT**
- b) SPECIAL CONDITION OF CONTRACT**
- c) FORM OF AGREEMENT**
- d) PERFORMANCE BANK GUARANTEE FORM**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. DEFINITIONS**

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

- i) “Contract” means the Contract Agreement, Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract together with documents (if any), which are listed in Contract Agreement or in the Letter of Acceptance.
- ii) “Services” means the services to be performed by the Consultant in accordance with the Contract.
- iii) “Client” or “Employer” means the party named in the Contract i.e. Container Corporation of India Limited (CONCOR), who employs the Consultant, and legal successors to the Client and permitted assignees.
- iv) “Consultant” or “Contractor” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services and legal successors to the Consultant and permitted assignees.
- v) “party” and “parties” means the Client and the Consultant and “third party” means any other person or entity as the context requires.
- vi) “day” means the period between any one midnight and the next.
- vii) “month” means a period of one month according to the Gregorian calendar commencing with any day of the month.
- viii) “Time for Completion” means the time within which the Services shall be performed by the Consultant in all respect.

### **2. INTERPRETATION**

- i) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of these Conditions.
- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- iii) If there is conflict between provisions of the Contract, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.



### **3. CONTRACT PRICE**

Contract Price is a lump sum amount stated in Letter of Acceptance.

### **4. SECURITY DEPOSIT (SD)**

4.1 The successful bidder shall have to submit a Security Deposit (10% of the total contract value) within 15 (Fifteen) days from the date of issue of Letter of Intent (LOI) towards successful performance under this contract. Extension of time for submission of SD beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOI may be given by the Tender Accepting Authority. However, a penal interest of 12% per annum shall be charged for the delay beyond 15 (Fifteen) days, i.e. from 16<sup>th</sup> day after the date of issue of LOI. Further, if the 30<sup>th</sup> day happens to be a declared holiday in the concerned office of the CONCOR, submission of SD can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite SD even after 30 days from the date of issue of LOI, the contract is liable to be terminated. In case contract is terminated, CONCOR shall be entitled to forfeit the dues payable against that contract and can take recourse to legal remedies in terms of contract. The failed Contractor shall be debarred from participating in re-tender for that work.

4.2 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus six months from the date of its issue:

- (i) Bank Guarantee of any Scheduled Bank in the proforma approved by CONCOR as per Annexure.
- (ii) Demand Draft/Bankers Cheque/Pay Orders or online transfer of fund through RTGS/NEFT in CONCOR account (bank details shall be provided on demand).
- (iii) No other mode will be acceptable for submission of SD and no interest shall be allowed or paid on the security deposit.

4.3 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 contractor 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 contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor 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 deduct the same from the bills or any amount due to the contractor

4.4 The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the contractor, 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.

## **5 EXECUTION OF CONTRACT DOCUMENT**

The successful tenderer whose tender is accepted shall be required to appear at the office of the ED(Finance) & CS, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear to sign the agreement and execute the contract documents within (20) twenty days of the date of issue of communication i.e. Letter of Intent (LOI) from CONCOR's office and start the work within (20) twenty days of issue of LOI or by the date communicated by Tender Accepting Authority, whichever is later. The Contract Agreement shall be entered into by CONCOR only after submission of valid Security Deposit by the Contractor.\* Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to the action that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. The failed contractor shall be debarred from participating in re-tender for that work.

**(Not less than two copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor).**

\*However, Tender Accepting Authority may extend the time for execution of Agreement or start work by 15 days each, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

## **6. 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 successful completion of work or termination or discharge of the contract and on issuance of "**No Dues Certificate**" by the officer in-charge. However, even if there is any delay, the contractor will not be entitled to any interest.

## **7. SUFFICIENCY OF TENDER**

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Quantity and Price, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

## **8. COMMENCEMENT AND COMPLETION OF CONTRACT**

### **8.1 Effectiveness of Contract**

This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance.

### **8.2 Commencement and completion period of Services**

The services under the contract shall commence from effective date of contract as per Sub clause 8.1 and completed as per Completion Schedule subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

Signature and stamp of bidder

## **9. EXTENSION OF TIME**

Time shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Suspension of work as per direction of Client or failure of Client to fulfillment of its obligation or as may be mutually agreed between the parties.

## **10 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

For any delays, attributable to the consultant, beyond the scheduled date for completion of Part-I or Part-II activities, the consultant shall pay to CONCOR liquidated damages and not as penalty, an amount worked out at the rate of ½% (one half of one percent) of the contract price of the related phase for each week of delay or part thereof. However, the total liability of the consultant under this clause shall not exceed 10% of the total contract value. Once the maximum is reached, the owner may consider termination of the contract.

## **11 FORCE MAJEURE**

**If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract 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 30 days 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 officer- In-charge as to whether the work 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 contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.**

## **12 EXIT CLAUSE**

CONCOR will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management.

## **13 ARBITRATION**

13.1 In the event of any question, dispute or differences arising under these conditions or in connection with this contract, the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced 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

English. Rest of the terms is subject to agreement between the parties. The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award. 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.

13.2 In case of any disputes or differences between the parties hereto, the Civil Courts of Delhi shall have exclusive jurisdiction for the implementation of tender.

#### **14 OBLIGATIONS OF THE CONSULTANT**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. If it is necessary to replace any person, the consultant shall immediately arrange for replacement by a person of comparable competence. The cost of such replacement shall be borne by the consultant.

The Consultants and his Personnel shall not disclose any proprietary or confidential information relating to the services, this Contract, or the Client's business or operations without the prior written consent of the Client.

The Consultant shall submit Confidentiality undertaking as per Annexure.

#### **15 INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS**

The Consultant will be responsible for taking out any appropriate insurance coverage including Professional Liability insurance coverage for performance of services under the contract.

#### **17 SUBLETTING NOT ALLOWED**

In no case Sub-letting of whole of the work shall be permitted. However, in case the Services like valuation, fairness opinion etc. are required to be obtained from any other Professional/Expert or Independent agency for the purpose of proposed Merger/Amalgamation of Subsidiary Company (ies) with CONCOR, the same may be got done by the Contractor from the Professional/Expert/Independent agency which has an office in Delhi with the prior approval of CONCOR. However, such approval shall not absolve the Contractor of the responsibility of fulfilling CONCOR's requirements.

#### **18 CLIENT'S PROPERTY**

- 18.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.
- 18.2 Anything supplied by or paid for by the client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked.

#### **19. OBLIGATIONS OF THE CLIENT**

The Client shall provide necessary information available with him to the consultant free of cost required to fulfill the consultant's obligation under the Scope of Services.

## 20. COMPLETION SCHEDULE/CONTRACT PERIOD :

Time period for completion of the Job is 09 (nine) months from the date of issue of LOI. With issuance of Letter of Intent (LOI), the employer shall issue instructions for deposit of Security Deposit in accordance with terms of contract and for start of the work of Merger/Amalgamation of the subsidiary company (ies) in a particular manner/order i.e. which will be first or second or third or all or any two subsidiary (ies).

## 21. TERMS & CONDITIONS FOR PAYMENT TO THE CONSULTANTS

The quoted price shall include all taxes, duties and levies (excluding applicable Service Tax/GST and Cess thereon, which will be paid on actual) Professional Tax, Insurance Charges, License Fees, Surcharge on taxes and duties etc. payable by the bidder under this consultancy assignment. It shall also include all man days charges, equipment charges, travel expenses, administrative charges, documentation charges and any other incidental charges or out of pocket expenses for successful completion of the work.

Subject to any deductions, which CONCOR will be authorized to make under the terms and conditions of this contract, the contractor shall be entitled for payment regarding the work performed, at rates finally accepted by CONCOR.

All payments against the services rendered under the package shall be released on stage wise completion of the services including submission of the deliverables and subject to acceptance, approval and certification by Employer and in accordance with provisions of Terms of Payment as specified in this document. The stage wise payment shall be made for each subsidiary separately in the following manner:-

### For the activities mentioned in Part-I:

1.	On issue of Letter of Acceptance (LOA) and instructions for starting the work by Consultant	10% of the Fee quoted for part-I
2.	After the acceptance of required work done by the Agency for part-I by CONCOR and on the consideration of the scheme by the Boards of CONCOR and its Subsidiary Company (ies).	90% of the Fee quoted for part-I

### For the activities mentioned in Part-II:

1.	On completion of all the activities listed in part-II to the satisfaction of CONCOR	100% of the Fee quoted for part-II
----	---	------------------------------------

In case the advance payment is made to a Consultant but no work is done for prescribed scope of work, the payment so made shall be refunded to CONCOR or adjusted as per terms of contract.

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No payment shall be made for the Subsidiary Company (ies) for which no instructions issued for start of the work.

## **21. CONFLICT OF INTEREST**

The Consultant shall not engage in consulting activities that conflict with the interest of the client under the contract.

## **22. TERMINATION OF CONTRACT**

- 22.1 In the event of repeated instances of unsatisfactory service or any failure/default at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall be open to CONCOR to terminate this contract by giving not less than (7) seven days' notice in writing to that effect and if the contractor, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part.
- 22.2 In the event of such termination of the contract, CONCOR shall be entitled to forfeit the security deposit as it may consider fit.
- 22.3 If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by CONCOR under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract, as stated above.
- 22.4 The certificate of CONCOR Official In-charge, as to the sum payable to the consultant, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
- 22.5 If at any time the contractor 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 will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.
- 22.6 In the contract which has been rescinded as a whole, the Security Deposit already with CONCOR under the contract shall be encashed/forfeited and the Performance/Bank Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently at the risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work.

## **SPECIAL CONDITIONS OF CONTRACT**

These "Special Conditions of Contract" shall be read and construed in conjunction with the "General Conditions of contract". In case of any conflict or inconsistency between these two, the provisions contained in the "Special Condition of Contract" shall prevail.

### **GENERAL**

The scope of work has been defined in this chapter, indicating broadly the types of activities to be carried out. However, the overall objective of this work is to support and ensure smooth and efficient advising and implementation of proposed merger/amalgamation of three subsidiary Company (ies) of Container Corporation of India Limited (CONCOR) namely (i) CONCOR Air Limited (CAL) (ii) SIDCUL CONCOR Infra Company Ltd. (SCICL) and (iii) Punjab Logistics Infrastructure Limited (PLIL) with holding company i.e. CONCOR. With this purpose, the contractor has to use his experience and judgment to arrive at the required resources and the offer must be submitted accordingly. The bidder will be required to deploy adequate manpower to ensure effective and efficient performance of works under this contract. The bidder is required to quote rate in prescribed format of the tender document.

### **1. SCOPE OF THE WORK**

- a. The scope of work of contract for advising and implementation of proposed merger/amalgamation of subsidiary (ies) of Container Corporation of India Limited (CONCOR) with holding company i.e. CONCOR includes inter-alia planning, guiding, advising and implementing merger decision by way of providing total end to end solution to CONCOR and its subsidiary (ies) for making the merger/amalgamation effective.
- b. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to ED (Finance) & CS of Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to tenderer/contractor. The general area to be covered and overall scope which is indicative but not exhaustive is as under:

1.	<b>THE SCOPE OF WORK AND DELIVERABLES' (SERVICES TO BOTH CONCOR &amp; ITS SUBSIDIARY (IES):</b>
1.1	<b>PART – I DUE DILIGENCE AND FINALIZATION OF MERGER/AMALGAMATION SCHEME:</b>
1.1.1	Planning and advising step by step about the legal, accounting, financial, taxation (both direct and indirect), manpower and all other aspects, including their implications on merger of the two companies in general and specifically for Merger/Amalgamation of Subsidiary Company (ies) with CONCOR.

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1.1.2	Providing valuation report and/ or fairness opinion report, in case it is required for merger of subsidiary (ies) with CONCOR under the provisions of Companies Act and Rules made there-under and guidelines issued by SEBI/Stock Exchanges/Department of Public Enterprises and other authorities.
1.1.3	Carrying out complete required due diligence of both CONCOR and its subsidiary (ies) for the proposed merger of subsidiary (ies) into CONCOR and providing comprehensive due diligence report of the same, including the particulars of clearances, approvals required by both CONCOR & its subsidiary (ies) from its Administrative Ministry or any other Ministry, SEBI/CCI, NCLT, Government and other departments.
1.1.4	Drafting and providing complete scheme of merger for the consideration of CONCOR and subsidiary (ies) management, their respective Board of Directors and Shareholders’.
1.1.5	Providing draft documents for the Board meetings agenda, notices, agreements, Resolutions, application(s) which are required for seeking the approval of board of directors and shareholders.
1.1.6	Attending meetings/discussions with management/Board of CONCOR and/or its subsidiary (ies) for the purposes of drafting & discussion on the draft scheme of merger or any other report/document, as may be required by CONCOR/its subsidiary/(ies) till the effective completion of merger.
1.2	<b>PART II IMPLEMENTATION OF MERGER:</b> Once the Boards of both the companies (i.e. CONCOR and its subsidiary (ies)) approve the scheme of merger, the expert/adviser shall carry out the following activities:
1.2.1	Advising in sending necessary disclosures/intimations along-with draft of the documents to SEBI/Stock Exchanges, Ministries, DPE, Competition Commission of India (CCI)/High Court/NCLT and other Government agencies, as may be required and arranging applicable approvals.
1.2.2	Guiding about various compliances, clearances, filings and approval required, including providing the draft of all documents for the Board and Shareholders/Others meetings agenda, notices, agreements, Resolutions, application(s) to SEBI/Stock Exchanges, Competition Commission of India (CCI), High Court/NCLT, Ministries, Mumbai International Airport Limited (MIAL), Affidavits, Petitions and other documents, to be submitted to various authorities and regulatory agencies;

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1.2.3	Obtaining approval, if required of Shareholders', Creditors, Stock Exchanges/SEBI, High Court/NCLT, Competition Commission of India (CCI), Ministries/Cabinet and other authorities for execution/implementation of the merger scheme;
1.2.4	The consultants shall represent the holding and subsidiary company (ies) before all Authorities and Regulatory agencies;
1.2.5	Ensuring compliance with all applicable laws, rules, regulations and guidelines, in respect of merger;
1.2.6	Carrying out all other activities, including documentation/disclosures as may be necessary to plan, advice and give effect to merger of subsidiary (ies) with CONCOR:

## 2. COMPLETION SCHEDULE / CONTRACT PERIOD :

Time period for completion of the Job is 09 (nine) months from the date of issue of LOI. With issuance of Letter of Intent (LOI), the employer shall issue instructions for deposit of Security Deposit in accordance with terms of contract and for start of the work of Merger/Amalgamation of the subsidiary company (ies) in a particular manner/order i.e. which will be first or second or third or all or any two subsidiary (ies) to be merged/amalgamated.

## 3. STAGE WISE PAYMENT SCHEDULE :-

All payments against the services rendered under the package shall be released on stage wise completion of the services including submission of the deliverables and subject to acceptance, approval and certification by Employer and in accordance with provisions of Terms of Payment as specified in this document. The stage wise payment shall be made for each subsidiary separately in the following manner:-

### For the activities mentioned in Part-I:

1.	On issue of Letter of Acceptance (LOA) and instructions for starting the work by Consultant	10% of the Fee quoted for part-I
2.	After the acceptance of required work done by the Agency for part-1 by CONCOR and on the consideration of the scheme by the Boards of CONCOR and its Subsidiary Company (ies).	90% of the Fee quoted for part-I

### For the activities mentioned in Part-II:

1.	On completion of all the activities listed in part-II to the satisfaction of CONCOR	100% of the Fee quoted for part-II
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Signature and stamp of bidder

In case the advance payment is made to a Consultant but no work is done for prescribed scope of work, the payment so made shall be refunded to CONCOR or adjusted as per terms of contract.

No payment shall be made for the Subsidiary Company (ies) for which no instructions issued for start of the work.

No additional amount shall be payable other than the details mentioned in "Schedule of Quantity & Price".

All payments shall be made in INR only. No payments shall be made in foreign currency.

**4. OTHERS TERMS & CONDITIONS:-**

- i) Consultant Firm may deploy more than 1 teams for completing the assignment within the prescribed time.
- ii) CONCOR may discontinue the assignment upon completion of any Stage, if considered necessary. However discontinuation of work at any stage for whatever reason shall not entitle the Consulting Firm for any claims.

**5. OFFICER-IN-CHARGE :**

In all matter relating to this work, ED (Finance) & CS, CONCOR shall be the Officer-In-Charge on behalf of Corporation.

### FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand ----- between the Container Corporation of India Limited (CONCOR) , a Company registered and existing under the Laws of India and having its registered Office at CONCOR Bhawan, C-3, Mathura Road, New Delhi - 110076 (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s \_\_\_\_\_ (herein after called "the Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Consultant, viz: ----- and has accepted the Bid of the Consultant for the execution and completion of such Works and the remedying of any defects therein at the cost of ----- (Rupees -----).

#### NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Terms & Conditions and documents referred to Section I, II, III, IV & V of Tender Document no.....
  - ii) Letter of Acceptance;
  - iii) General Conditions of Contract,
  - iv) Special Conditions of Contract
  - v) Schedule of Quantity and Price;
  - vi) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Consultant

For and on behalf of CONCOR.

Signature-----

Signature-----

(Designation)-----

(Designation)-----

Place:

Place:

Witnessed by:

Witnessed by:

1.-----

1.-----

2.-----

2.-----

Signature and stamp of bidder

**Performance Guarantee Form Bank Guarantee**  
(To be stamped in accordance with Stamp Act if any, of the Country of the  
issuing Bank)

Bank Guarantee No. ....

Date .....

To,  
[Client's Name & Address]

Dear Sir,

In consideration of the ....[Client's Name] ..... (herein after referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... [Consultant's Name] ..... with its Registered/Head Office at ..... (herein after referred to as the 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Client's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Consultant, for ..... [Contract sum in figures and words] for ..... [Name of the work] and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*) ..... of the said value of the aforesaid work under the Contract to the Client.

We .....[Name & Address of the Bank] ..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client, on demand any and all monies payable by the Consultant to the extent of ..... (\*) ..... as aforesaid at any time upto .....(@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Client and further agrees that the guarantees herein contained shall continue to be enforceable till the Client discharges this guarantee or till .....[days/month/year] whichever is earlier.

The Client shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Consultant. The Client shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant or any other course or remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against

Signature and stamp of bidder

the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Client may have in relation to the Consultant's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed .....
- ii) This Bank Guarantee shall be valid up to .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Client serve upon Bank a written claim or demand on or before .....@.....

Dated this .....day of ..... 2020..... at .....

**WITNESS**

1. ....  
(Signature)

.....  
(Name)

.....  
(Official Address)

2. ....  
(Signature)

.....  
(Name)

.....  
(Official Address)

**Signed for and on behalf of the Bank**

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Attorney as per Power  
of Attorney No. ....  
Dated.....

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

**Notes:**

- 1. (\*) This sum shall be ten percent (10%) of the Contract Price denominated in the types and proportions of currencies.  
(@) This date will be Six Months beyond the Contract Completion Period as specified in the Contract.
- 2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
- 3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
- 4. Bank Guarantee is required to be submitted directly to the Client by the issuing bank (on Behalf of the Consultant) under the registered post (A.D.). The Consultant can submit an advance copy of Bank Guarantee to the Client. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Consultant directly to the Client and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Client, with a forwarding letter.

Signature and stamp of bidder

**SECTION – V**

**SCHEDULE OF QUANTITY AND PRICE**

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**Schedule of Quantity & Price**  
(Price Bid in this format is to be submitted online)

**Name of Work-** Engagement of External Management Consultant for facilitating Proposed Merger with CONCOR of its Subsidiary Company (ies)

<u>S.No.</u>	<u>Particulars</u>	Amount in Rs. (Both in figure and words)			
		For CONCOR Air Limited (CAL)  (A)	For SIDCUL CONCOR Infra Company Ltd. (SCICL) (B)	For Punjab Logistics Infrastructure Limited (PLIL) (C)	Total  (A+B+C)
<u>1.</u>	<u>Charges for providing all the Services for facilitating Proposed Merger with CONCOR of its Subsidiary Company (ies) as per scope of work stated in S.No.1, Part-I of Scope of work under Special Conditions of Contract (Section IV) of Tender document.</u>				
<u>2.</u>	<u>Charges for providing all the Services for Proposed merger with CONCOR of its Subsidiary Company (ies) as per scope of work stated in S.No.1, Part-II of Scope of Work under Special Conditions of Contract (Section-IV) of Tender document.</u>				
<u>3.</u>	<u>Applicable tax, if any</u>				
	<b><u>Total (1) + (2) + (3)</u></b>				

Signature and stamp of bidder

Notes:

1. The quoted price includes all taxes, duties and levies (excluding applicable Service Tax/GST and cess thereon, which will be paid on actual) Professional Tax, insurance charges, licence fees, surcharge on taxes and duties etc. payable by the bidder under this consultancy assignment. It also includes all man-day charges, equipment charges, travel expenses, administrative charges, documentation charges and any other incidental charges or out of pocket expenses for successful completion of the work.
2. The evaluation of the quotes will be at the sole discretion of CONCOR and the same can be rejected without assigning any reason.

Date:

Place:

(Name, designation and  
signature of authorized signatory)

Signature and stamp of bidder