

Selection of Warehouse Logistics Partner for Construction,
Operation & Maintenance of Modern Warehousing Complex
under CONCOR's branding in and around Bengaluru

Container Corporation of India Ltd.

भारतीय कंटेनर निगम लिमिटेड

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Open E-Tender No.: CON/LD-eOF/0TNDR/32/2019-CO/Bengaluru
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CHAPTER – I

INTRODUCTION & INSTRUCTION FOR BID SUBMISSION

1. About CONCOR

CONCOR is a leading Logistics Service Provider and largest Container Train Operator in India. The company has a vast network of Domestic and Exim terminals pan India.

2. About the Project

CONCOR, is planning to expand its footprints in warehousing business across the country. It presently owns and operates more than 40 lakh sq. ft. of warehousing space and intends to grow its capacity. In this direction for achieving above objective, CONCOR intends to foray into warehousing business in Bengaluru by inviting bids from interested parties for selection of warehouse logistics partner for Construction, Operation & Maintenance of Modern Warehousing Complex on their own land or land under Lease and to be operated under CONCOR's branding for a period of 30 years with Railway PFT from the date of issuance of LOA.

3. Scope of Works for Warehouse Logistics Partner

The bidder would be required to undertake the following activities

- (i) Providing land for the project for the unfettered use by CONCOR over the contract period.
- (ii) Construction, operation, and maintenance of minimum 10 lakh sq ft of Modern Warehouse.
- (iii) Construction, operation, and maintenance of Additional warehouses to handle, Bulk and Break-Bulk commodities as per the industry needs.
- (iv) Operate and maintain the rail siding facility/ Private Freight Terminal (PFT) constructed by CONCOR.
- (v) Provide the required handling equipments and requisite manpower for handling of containers/cargo.
- (vi) Provide First Mile and Last Mile services (FMLM) to the Customers based on individual Customer requirement.
- (vii) Value Added Services like Packaging, Labeling, Knitting, Pelleting, Invoicing etc.
- (viii) Any other related activities as per the demands of the industry to improve the traffic at the terminal.

4. Instructions for the Bid Submission

Tenderers must read these instructions before submitting the bid.

- a. The bid document can be downloaded from the website www.tenderwizard.com/CCIL during the tender issue period.
- b. This tender notice is also available on the web site www.concorindia.co.in and website of Central Public Procurement Portal (<http://eprocure.gov.in>).
- c. For any difficulty in downloading & submission of bid at website www.tenderwizard.com/CCIL, please contact the helpdesk no.080-45811365 or email: saurabh.k@etenderwizard.com

- d. Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/difficulty/in-accessibility of downloading for any reason whatsoever.
- e. For addendum/corrigendum, Bidders should visit www.concorindia.co.in and www.tenderwizard.com/CCIL, if any, till the time of opening of the bid. Newspaper press advertisement shall not be issued for the same.
- f. All bids must be submitted through e-tendering mode only through the website www.tenderwizard.com/CCIL containing two separate e-bids viz. Technical Bid and Financial Bid. Bidders who qualify in technical evaluation will proceed for further process. No other mode is acceptable and will be summarily rejected if the bids are received through any other mode.
- g. To participate in this Tender, it is mandatory for the interested parties to have user ID & password, issued by M/s ITI Limited.
- h. The instructions issued by Department of Public Enterprises on the subject "Restrictions under rule 144 (xi) of General Financial rules (GFR's) 2017 vide letter dated 30-07-2020 and subsequent letter shall be applicable in this contract.
- i. A pre-bid meeting would be held on 23.12.2022 at 15:00 Hrs to clarify doubts, etc. before the bidder submits his bid.
- j. Any clarification on bid documents can be sought in writing and should reach this office two days before the pre-bid meet for CONCOR to examine the same well in advance.
- k. All the bids received shall be opened on the date and time mentioned in the Tender Notice. The sequence of opening shall be:
 - i. Technical Bid.
 - ii. Financial Bid.
- l. The Bid Security of Rs. One (01) Crore to be paid through crossed Demand Draft or Bank Guarantee (BG) from any Nationalised / Scheduled Bank in the proforma approved by CONCOR (Appendix-10). The BG shall be valid for Six months from the date of opening of tender. Scanned copy of DD/BG should be uploaded in the website www.tenderwizard.com/CCIL.
- m. The Original DD/BG should be submitted to CONCOR before opening of the tender.
- n. Technical Bid: The Technical Bid will contain all signed by the authorized person and scanned documents listed below must be uploaded on or before 15:00 Hrs of 04.01.2023 on the website www.tenderwizard.com/CCIL.
 - 1) Signed and stamped copy of the Tender Document on each page.
 - 2) Eligibility Criteria Documents mentioned in the Chapter II
 - 3) Bid Security of Rs.1.0 Crore
 - 4) Applicable documents mentioned in clause no. 4,5,6,7 of chapter-II
 - 5) Tender Letter for submission of E-Tender (Appendix-2)
- o. Financial Bid: The Financial Bid dully filled and digitally signed as per format in Appendix- 1 shall be uploaded on or before 15:00 Hrs of 04.01.2023 on the website www.tenderwizard.com/CCIL.

5. E-Tender Notice

Open E-Tender No.	CON/LD-eOF/0TNDR/32/2019-CO/Bengaluru Date: 14.12.2022
Name of Work	Selection of Warehouse Logistics Partner for Construction, Operation & Maintenance of Modern

	Warehousing Complex under CONCOR's branding in and around Bengaluru.
Bid Security	Rs. 1,00,00,000/- (Rupees One Crore Only) in form of Bank Guarantee
Period of Contract	Thirty (30) Years
Pre-Bid Meeting	23.12.2022 at 15:00Hrs. at Container Corporation of India Limited, CONCOR Bhawan, C-3, Mathura Road, New Delhi-110076
Tender Processing Fee	Rs.4,720/- Inclusive of all taxes and duties through e-payment.
Date of Issue (Online)	From 14.12.2022 11:00 Hrs. to 04.01.2023 up to 11:00 Hrs.
Date & Time of submission	From 14.12.2022 11:30 Hrs. to 04.01.2023 up to 15:00 Hrs.
Date & Time of opening for Technical Bid	05.01.2023 at 15:00Hrs.
Opening date and time of Financial Bid	To be intimated
Validity of the bids	180 days from the date of opening of tender
Tender Fee	Rs. 50,000/- (Rupees Fifty thousand only.) inclusive of all taxes and duties through e-payment.

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

CHAPTER – II

Tender Conditions

1. Bidder may be a Sole Proprietary/ Registered Partnership Firm/ Private Limited Company/ Public Limited Company/Joint Venture.

2. Eligibility Criteria

a. Site Suitability -

The Bidder should possess owned / leased land of encumbrance free contiguous land parcel of a minimum 100 acres, which shall be used exclusively for the project.

Or

If the said land is yet to be acquired or to be taken on lease, he/she should complete such tasks so as to submit the required documents within 120 days from the date of issuance of LOI to prove the ownership/lease of the land.

The land site should meet with the following requirements:

1. It should be near to Four lane Road
2. Near to Indian Railway network
3. Near to Industrial Area
4. Should be in the 100 Km radius of Krishnarajapuram Railway Station of Bangalore Railway Division.

If the land is a leased land, then it should be from the rightful owners and the lease period should be minimum 30 years covering the Contract period of this tender.

Documents to be submitted for site suitability assessment: The bidder should submit the following documents for the above eligibility.

- (i) The Bidder is required to submit the Google map showing the latitude & longitude details of contiguous land to assess its suitability for the project
- (ii) The Bidder is required to submit the map of the proposed site to show that the land is contiguous.
- (iii) The Bidder is required to submit the Survey numbers along with the area to prove that the project will be developed on a minimum land of 100 acres
- (iv) The bidder is required to submit proof of ownership/lease of land (minimum 30 years covering the contract period) in the form of the documents/deeds registered with the appropriate authorities with the tender.
- (v) If the bidder is not having the required documents at the time of bid submission, he/she has to give an undertaking that proof of ownership or leased deed (with validity of minimum 30 years covering the contract period), will be provided within 120 days from date of issuance of LOI.
- (vi) At the time of submission of documents mentioned at (iv & v), the bidder has to submit encumbrance free certificate.

b. Financial Suitability-

The bidder should have a positive Net Worth at the close of the latest audited balance sheet as on 31 March 2022 or any date later than this.

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

c. Technical Suitability-

The Bidder or JV (any partners) under its brand name should have experience for operation of one (01) warehouse facility for a minimum continuous period of one year in last 4 financial years (2018-19, 2019-20, 2020-21, 2021-22) having a minimum built up area of 5,00,000 Sqft.

Documents to be submitted: The bidder should submit the proof of operation of respective warehousing from the Chartered accountant.

3. Bid Security

- a. Bidder shall be required to deposit Bid Security of Rs. One (01) Crore through crossed Demand Draft or Bank Guarantee (BG) from any Nationalised / Scheduled Bank in the proforma approved by CONCOR (Appendix-10). The BG shall be valid for Six months from the date of opening of tender. Scanned copy of DD/BG should be uploaded in the website www.tenderwizard.com/CCIL.
- b. The Original DD/BG should be submitted to CONCOR before opening of the tender.
- c. The document submitted without Bid Security will be summarily rejected.
- d. The Bid Security may be forfeited:
 - i. If Bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder fails to submit the documents for ownership/lease about the proposed land within 120 days from issuance of Letter of Intent (LOI). LOI will be issued to the bidder, who found qualified based on the above eligibility criteria.
 - iii. In case of any mis-declaration/submission of forged documents/any misrepresentation about the bidder's credentials/violating any of the tender terms & conditions.
- e. The Bid Security of the unsuccessful bidders will be returned once LOI is issued to the successful bidder.
- f. The bid security shall be returned to the successful Warehouse Logistics Partner after signing the agreement and submission of Performance Security Deposit.

4. Participation as Proprietor Firms

If the bidder is a proprietary firm, it shall be signed by the proprietor with full name and the name of his firm with its current address and should submit a copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has

the authority, power and consent given by other members to act on behalf of HUF (Appendix-8).

Proprietor shall certify that he/she is not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids (Appendix-4).

5. Participation as Partnership Firms:

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

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

Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed.

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

- (iv) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- (v) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- (vi) On issue of Letter of Intent (LOI)/Letter of Acceptance (LOA) to the partnership firm, Performance Security shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

- (vii) On issue of Letter of Intent (LOI)/Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- (viii) In case the Letter of Intent (LOI)/Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - a) Joint and several liabilities: The partners of the firm to which the Letter of Intent (LOI)/Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the CONCOR for execution of the contract in accordance with tender conditions. The partners shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof, and even after termination of the contract.
 - b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of CONCOR, shall constitute a breach of the contract, liable for determination of the contract under the contract conditions.
 - c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the CONCOR.
- (ix) The bidder shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
 - a) A copy of partnership deed.
 - b) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm (Appendix-7).
 - c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for termination(Appendix-4).

6. Participation as Private/ Public Limited Company

Tender is submitted by a Private/ Public Limited Company, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the Tender, in which case a certified copy of the Board resolution/Power of attorney shall accompany the Tender document.

Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the Tender document.

Private/ Public Limited Company shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids (Appendix-4).

7. Participation as Joint Venture (JV) Firms

- (i) Separate identity/name shall be given to the Joint Venture.
- (ii) Number of members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- (iii) A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- (iv) A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- (v) Once the Tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender.
- (vi) Approval for change of constitution of JV shall be at the sole discretion of the CONCOR. The constitution of the JV shall not be allowed to be modified after submission of the Tender by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- (vii) Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- (viii) After the award of work to a JV, the Security Deposit shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- (ix) After the award of work, the MOU/ JV agreement between members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this

entity. The documents pertaining to this entity including its PAN shall be furnished to the CONCOR before signing the agreement. In case the bidder fails to observe/comply with this stipulation of award of work, the contract is liable to be terminated. This Joint Venture Agreement shall have, inter-alia, following Clauses:

- a) Joint and Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the CONCOR for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (x) Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the Tender, sign the agreement or enter into contract in respect of the said Tender, to receive payment. All notices/correspondences with respect to the tender would be sent only to this authorized member of the JV.
- (xi) No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of CONCOR in respect of the said tender/contract.
- (xii) Documents to be enclosed by the JV along with the tender:
 - a) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - 1. A copy of the Partnership Deed as per Appendix-6,
 - 2. A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - 3. A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - b) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed: A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
 - c) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - 1. A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - 2. A copy of Memorandum and Articles of Association of the Company.
 - 3. A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members(Appendix-4).

8. Validity of Offer

The bidder is permitted to participate in 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 within 180 days of the date of opening of the tender, unless extended further with mutual consent. If the validity of the bid extended, then Bank Guarantee for Bid Security shall be extended as per extended period of validity.

In case, the bidder fails 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 LOI/LOA, CONCOR can take recourse to other legal remedies in terms of the contract including forfeiture of Bid Security.

9. Quoting of Rates

The Bidder must quote percentage of revenue, up to two decimal points, to be retained by CONCOR from the collection from customers from the Modern Warehousing Complex.

The bidder has to quote the rate in the requisite format as per APPENDIX -1, online, in the Financial Offer.

The Financial Offer should be furnished in the format at APPENDIX -1, clearly indicating the percentage of collection to be retain by CONCOR, in both figures and words, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

10. Evaluation of Bids

- a. CONCOR shall open the Bids on the schedule date and time and in the presence of the Bidders who choose to attend.
- b. To facilitate the evaluation of Bids, CONCOR may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- c. CONCOR would announce a list of eligible bidders for arranging visit to the site for assessing the Site Suitability. CONCOR will not entertain any query or give any clarification to the Bidder, who could not be shortlisted.
- d. Site Suitability Assessment
 - i. CONCOR shall undertake site survey of the proposed land of the Eligible Bidders.
 - ii. CONCOR shall inform the Eligible Bidders about the date and time for conducting the site survey.
 - iii. The Bidders need to make the necessary arrangements at site for CONCOR officials to undertake the survey smoothly.

- iv. The cost for conducting site survey shall be borne by CONCOR through its own resources while the Bidders shall bear the cost for making arrangements for survey.
- v. The key parameters that shall be considered for site suitability assessment during the site survey are as follow.

Key parameters for Site Suitability Assessment

S. No.	Parameter	Criteria
1.	Distance from 4 lane connectivity/state highway/national highway	<ul style="list-style-type: none"> • <5 km: 20 points • 5-15 kms: 10 points • >15 kms: 0 points
2.	Distance from connecting Indian Railway network	<ul style="list-style-type: none"> • <3 km: 20 points • 3-10 kms: 10 points • 10-15 kms: 5 points • >15 kms: 0 points
3.	Proximity to industrial areas/industrial parks	<ul style="list-style-type: none"> • <50 km: 20 points • 50-100 kms: 10 points • >100 kms: 0 points
4.	Available area for future scope of expansion (above 100 acres)	<ul style="list-style-type: none"> • >20 Acres: 20 points • 0-20 Acres: 10 points
5.	Distance from designated location Potential locations for warehousing shall be within a radius of 100 kms from Krishnarajapuram Railway Station located at Dooravani Nagar, Bengaluru, Karnataka 560016.	<ul style="list-style-type: none"> • <70 km : 20 points • 70-100 km:10 points • >100 km: 0 points

- vi. Distance will be calculated based on shortest road/rail distance of nearest plot/parcel of designated land to the location.
 - vii. **Qualified Bids:** Minimum Score of 70 out of 100 shall be required for qualification.
- e. The Bids shall be classified as “Qualified” and “Unqualified” post Site Suitability Assessment. Only the “Qualified” bids shall be taken up for Financial Evaluation.
 - f. CONCOR would announce a list of qualified bidders after the Site Suitability Assessment.
 - g. Opening of Financial Bids - Financial Bids of only those Bidders who are Qualified after the Site Suitability Assessment shall be opened by CONCOR on the date notified by CONCOR.

11. SELECTION OF BIDDER

- a. From the qualified bidders, who offers Highest “CONCOR Share” (in Financial Offer - APPENDIX-1) shall be considered as selected bidder for award of this work.
- b. In the event that two or more Bidders quote the same percentage value for CONCOR Share (the “**Tie Bidders**”), CONCOR shall identify the Selected Bidder

based on Highest Score obtained in Site Suitability Assessment. The Bidder with the Highest Score in Site Suitability Assessment shall be Selected Bidder.

- c. In the event that two or more qualified Bidders obtained the same score in Site Suitability Assessment (the **“Tie Bidders”**), CONCOR shall identify the Selected Bidder based on Net Worth. The Bidder with the highest Net Worth shall be Selected Bidder.
- d. CONCOR shall reserve the right to call the Highest Bidder for negotiations.
- e. The authority for acceptance/rejection of the tender and tendered rates will rest with the Competent Authority of Container Corporation of India Ltd., who does not bind himself to accept the Highest or any other offer/tender.
- f. The CONCOR shall issue Letter of Intent (LOI) to the selected bidder.
- g. The Selected Bidder shall return the signed and stamped on duplicate copy of the LOI in acknowledgement thereof within 07 (Seven) days of the receipt of the LOI.
- h. In the event the copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, CONCOR may, unless it consents to extension of time for submission thereof, the Bid Security of such Bidder shall be forfeited
- i. The Selected Bidder shall submit land documents to prove he/she is the owner /lease holder (lease of a minimum 30 years to cover the contract period) of the proposed land within the 120days from issuance of LOI.
- j. After evaluation of proof of ownership or lease of land agreement, a Letter of Award (the **“LOA”**) shall be issued.
- k. The Selected Bidder shall return the signed and stamped on duplicate copy of the LOA in acknowledgement thereof within 07 (Seven) days of the receipt of the LOA.
- l. In the event the copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CONCOR may, unless it consents to extension of time for submission thereof, the Bid Security of such Bidder shall be forfeited.
- m. Issuing date of the LOA will be considered as Appointed Date.
- n. If the eligible bidder submitted all land documents to prove the ownership/ lease (for minimum of 30 years covering the contract period) at the time of bidding, then LOA will be issued without LOI.

12. EXECUTION OF CONTRACT AGREEMENT

- a. Based on the accepted LOA, the Selected Bidder shall be required to appear at the office of the Executive Director (Distribution Logistics) or any other person nominated by CONCOR, in person or, if the Bidder is a Firm, Company or a Corporation, the authorized person as per the Power of Attorney shall appear to sign the Contract Agreement (Appendix-5) within 21 days from the date of issue of LOA. Failure to do so may constitute a breach of contract, leading to forfeiture of Bid Security.
- b. Executive Director (Distribution Logistics)/ Person nominated by CONCOR may extend the time for execution of Agreement on the request of the Warehouse Logistics Partner, or in the interest of CONCOR, if there are sufficient reasons for doing so.

13. PERIOD OF CONTRACT:

The contract shall be awarded for a period of thirty (30) years from the appointed date. The extension shall be granted on the basis of mutually agreed rates, terms and conditions.

14. Salient Features of the Modern Warehouse

S No.	Parameter	Specification of Modern Warehouse
1	Structure	PEB
2	Height (Ft.)	40
3	Ground Strength (ton/cbm)	5-6
4	Ventilation	High
5	Lighting	High
6	Docking Station	1 station per 10,000 sq. ft. Hydraulic Docking Station
7	Other Facilities	CCTV, additional parking space

In addition, any guidelines by third party certification agency for modern warehouse need to be adhered.

15. EXIT CLAUSE

- (i) There will be a lock in period of 15 years applicable for all the parties. Therefore, exit by the either party mutually i.e. Warehouse Logistics Partner or CONCOR shall be permitted only after the completion of Fifteen (15) years from the appointed date with the advanced notice of six (06) months before exiting. In this case both parties will not be entitled for any compensation from each other on this account. However, CONCOR will recover the Rail Terminal Infrastructure Recovery Fees (as defined in clause no.2 (g), Chapter-IV) from warehouse logistics partner before such an event.
- (ii) After completion of lock in period of 15 years when either party wants to exit from the contract, the Modern Warehousing Complex shall undergo a vendor diligence and valuation process by a third party, who shall be a reputed firm, jointly appointed by CONCOR and the Warehouse Logistics Partner at equal costs to both the parties. The valuation provided by the agency would constitute the Reserve Price of the Modern Warehousing Complex. The first right of refusal on the Reserved Price shall be given to CONCOR. In the event of refusal by CONCOR, Warehouse Logistics Partner shall be allowed to transfer the facility to any other entity provided the value is not less than the reserved price. The new buyer/partner will adhere to all the terms & conditions of the agreement for which a deed of adherence shall be executed by the new buyer.
- (iii) In case of sale of Modern Warehousing Complex to any other party other than CONCOR (After refusal of CONCOR), the Warehouse Logistics Partner or the new owner shall pay to CONCOR the remaining balance payment for Rail Siding Project Cost upfront and any delay will attract 18% interest.
- (iv) In case, the parties want to exit within the lock in period, the same will be permissible on mutually agreed terms, provided CONCOR's cost of infrastructure facilities is recovered forthwith. However, if the exit during the lock

in period is due to termination of the agreement on account of violation of any of the terms and conditions of this document, the railway land acquired shall be surrendered and the Warehouse Logistic Partner shall (a) not carry out the business for which the facility has been created; (b) shall forthwith repay to CONCOR for rail siding facility with interest of 18% per annum for any delay in payment; and (c) not transfer the project land along with the assets to any other entity till the completion of the contract period.

16. PERFORMANCE SECURITY DEPOSIT:

- a. The successful bidder will be required to furnish a performance security of Rupees One (01) Crore Only within 07 days from date of Issue of LOA. No interest shall be allowed or paid on the security deposit
- b. The security deposit may be submitted in any of the following forms:
 - (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by CONCOR (Appendix-9). The BG shall be valid for four years plus six months from the date of issue.
 - (ii) Demand Draft / Pay Orders/E-Payment
- c. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Bid Security.
- d. Executive Director (Distribution Logistics)/ Person nominated by CONCOR may extend the time for submission of Performance Security Deposit and/or execution of Agreement on the request of the Warehouse Logistics Partner, or in the interest of CONCOR, if there are sufficient reasons for doing so
- e. CONCOR shall be entitled to recover any loss or damage from security deposit that CONCOR may suffer or sustain by reason of the failure of the warehouse logistics partner to comply the terms and conditions of contract or to pay any amount that may become due for CONCOR by reason of the terms and conditions, of contract.
- f. The security deposit referred to above may be forfeited in following:
 - (i) Fail to construct of 10 Lakh Sq.Ft Modern Warehouse Facility within 04 Years from the Appointed date or till the certification of full completion of the project by CONCOR.

17. REFUND OF SECURITY DEPOSIT:

The security deposit shall be returned to the Warehouse logistics partner subject to any deductions that may be made after four years from the appointed date and on issuance of "No Dues Certificate" by the CONCOR authorized representative.

18. INTEGRITY PACT

Bidder has to sign the Integrity Pact as per Appendix-3 and uploaded with Technical bid.

CHAPTER – III

Scope of Work

1. Warehouse Logistics Partner Roles & Responsibilities

- (i) Infrastructure development & operation
 - a. Development of distribution logistics facility on the land parcel of minimum 100 acre in phased manner.
 - b. Construction, operation and maintenance of Modern warehousing facility of 2,00,000 sq.ft. within 1 year and 5,00,000sq.ft. within 2 years and 10,00,000 sq. ft within 4 years from the appointed date.
 - c. Construction, operation, and maintenance of Additional warehouses to handle, Bulk and Break-Bulk commodities as per the industry needs.
 - d. Operation and Maintenance of rail siding facility/ Private Freight Terminal (PFT) constructed by CONCOR, connection of rail siding to nearest designated Indian railway network, on 15 acre land in the Modern Warehousing Facility.
 - e. The required handling equipment and requisite manpower required for handling of containers/cargo shall provide by the Warehouse Logistics Partner
 - f. Development of infrastructure related to provision of first and last mile services as per individual Customer requirement.
 - g. Construction, Operation and maintenance of common infrastructure at developed facility to support above development
- (ii) The Modern Warehouse shall be constructed as per the minimum specifications provided in clause no. 14 of chapter-II.
- (iii) Operation & Maintenance of common infrastructure at developed facility shall include :
 - a. Security of the area along with CCTV
 - b. O&M of Common area (electrical, maintenance etc.)
 - c. Maintenance of water supply, sewer line and other public amenities within the facility.
 - d. PFT, Rail siding, approach track to designated IR network operations & maintenance in line with IR requirements
 - e. In-motion weighbridge, static weighbridge etc. maintenance and upkeep
- (iv) For above mentioned points in (i), (ii) and (iii) all costs related to planning, approvals, construction, operations and maintenance would be borne by Warehouse Logistics Partner.
- (v) For rail siding facility, CONCOR will facilitate and coordinate for permissions from Indian Railways.
- (vi) All the feasibility and details projects reports.
- (vii) Compliances of all laws & statutory liability.
- (viii) All applicable License / Permission /Registration
- (ix) All the workers and/or person employed by the Warehouse Logistics Partner, shall be engaged by him as his own employees/workmen in all respect implied or expressed.
- (x) The Warehouse Logistics Partner shall be permitted to engage any person/party possessing the requisite skill, expertise and capability of performing any of the Logistics & Distribution Services within the Modern

- Warehousing Complex, with CONCOR's written approval prior to entering into any such contract.
- (xi) Providing all the IT hardware support system and all the tool and tackles to run the facility
 - (xii) Insurance to be taken out by the Warehouse Logistics Partner and he shall take a suitable insurance policy for warehouse storage and handling of cargo and also for allied activities/risks.
 - (xiii) Logistics & Distribution service offerings: The Warehouse Logistics Partner shall provide various services related to warehousing and distribution business like:
 - a) Storage : Modern storage services for different commodities.
 - b) Handling: Bulk/Liquid/Cold/Specialized Storage Services
 - c) Sorting, Packing, Dispatch, Stuffing/ De-stuffing
 - d) Value Added Services: Packaging, Labelling, knitting, invoicing etc.
 - (xiv) In addition, any other services related to warehousing in modern warehousing facility, bulk warehousing, specialized warehousing, container handling, PFT, road based first and last mile distribution may be provided by the Warehouse Logistics Partner.
 - (xv) All services including cargo/customer specific services will be planned and developed in consultation with CONCOR in order to ensure optimum coverage of end customer requirements.
 - (xvi) Business development and marketing activities of the Warehouse shall be done jointly by CONCOR and the Warehouse Logistics Partner.
 - (xvii) The Warehouse Logistics Partner shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages to containers or cargo or to Customers or to any other person or damages to property belonging to CONCOR and / or to rolling stock or rail siding facility other property belonging to the Railways (while operating in the premises of the said Warehouse), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
 - (xviii) Such compensation shall be determined by CONCOR and shall be recovered from the share payable to Warehouse Logistics Partner.
 - (xix) CONCOR will not be liable to pay any compensation to the staff / labour/appointed contractor employees/any person engaged for functioning of the said complex by the Warehouse Logistics Partner for the injuries / death while performing duty. In case CONCOR has to incur any liability, the same will be recovered from the Warehouse Logistics Partner.

2. CONCOR Roles & Responsibilities

- (i) The developed Modern Warehouse Complex will be branded as a CONCOR facility from the branding perspective. The name of this facility shall be "CONCOR Multimodal Logistics Park".
- (ii) Business development and marketing activities of the Warehouse shall be done jointly by CONCOR and the Warehouse Logistics Partner as per the provisions of Joint Procedure Order (JPO).
- (iii) All customer interfaces will be with CONCOR and CONCOR will collect all the revenue from customers as per public tariff, which is define in clause no. 03 of

commercial structure. CONCOR will retain its share from collections and transfer the balance amount in the following month to the Warehouse Logistics Partner.

- (iv) The Rail Terminal Access Charges for Loaded Inward /Outward Rail based EXIM & Domestic Container – Rs. 1,500/-/TEU to be paid to Warehouse Logistics Partner.
- (v) The Rail Terminal Access Charges for Empty Inward/Outward rail-based EXIM Container – Rs. 800/TEU to be paid to Warehouse Logistics Partner.
- (vi) Both escalated at compounded rate 5% per annum from second year of operation of Rail Siding facility.
- (vii) No Revenue Share will be applicable on Rail Terminal Access Charges for Rail based EXIM and Domestic loaded containers and rail-based EXIM Empty Containers.
- (viii) No Revenue Share will be applicable on Empty Container Handling Charges for Rail based domestic containers where no Public Tariff is fixed.
- (ix) The Rail Haulage Charges will be the Revenue Stream of CONCOR and No Revenue Share will be paid to Warehouse Logistics Partner on same.
- (x) Selection of Independent Expert for Monitoring, Supervision and Certification of Construction, Operation & Maintenance of facility. All the expenses in this account shall be borne by the Warehouse Logistics Partner.
- (xi) CONCOR will give a Guarantee for minimum amount of Covered modern warehouse occupancy.
- (xii) If the Warehouse is not generating equal or more than the Minimum Guaranteed revenue from the modern warehouse, CONCOR will compensate the warehouse logistics partner to the extent of short fall in the revenue from warehouse @ Rs. 20/-Per Sqft./month, which will be escalated at simple rate of 5% per annum from commencement of 500000 lakh Sqft of covered Modern Warehouse.
- (xiii) The detailed calculation in calculating the minimum Guarantee from the warehouse and the compensation if any are given in detail in the Appendix-11
- (xiv) Minimum Guarantee of warehouse earnings will start after the facility start operating a minimum of 200000 sq ft of modern warehouse.
- (xv) CONCOR will share 50% cost for the customized warehouse software.

3. COMMERCIAL STRUCTURE

- (i) All activities defined in Commercial Structure will be invoiced and collected from the Customer by CONCOR.
- (ii) All the tariff chargeable to the customer for provision of services from this facility would be priced at market rates and shall be notified by CONCOR post consultation with Warehouse Logistics Partner. These rates shall be reviewed and assessed for revision periodically.
- (iii) All the tariff chargeable to the customer shall be decided as per provisions of Commercial Structure.
- (iv) CONCOR will retain CONCOR share (as quoted by Warehouse Logistics Partner in Financial Offer) from the collections and transfer the balance amount in the following month to the Warehouse Logistics Partner.
- (v) In addition to above amount at (iv), CONCOR will also pay the other due as per this tender, i.e. Terminal Access Charges, short fall in the minimum Guarantee amount etc. in the following month.

- (vi) Deduction of income tax or any other statutory levy at source will be made from the amount payable to the Warehouse Logistics Partner's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Warehouse Logistics Partner.
- (vii) Different revenue streams for the Modern Warehousing Facility are tabulated below:
1. Modern Warehouse and Bulk Warehouse storage rental, including minimum Guarantee amount, if any, paid by CONCOR
 2. Handling charges of bulk/break bulk cargo, containers etc.
 3. Value Added Services charges
 4. First and Last Mile Charge
 5. Any charges related to PFT operations at the Rail Siding Facility
 6. Any other charges related to handling, storage, transportation or other activities of the facility
 7. Rail Terminal Handling Charge
 8. Rail Terminal Access Charge for rakes other than container rakes
 9. Rail Terminal Access Charge for rail based EXIM and domestic loaded containers and rail based EXIM empty containers
 10. Empty container handling charges for rail based domestic containers where no public tariff is fixed
 11. Terminal Charges, if any, reimbursed by Indian Railways to CONCOR for this PFT.
 - Revenue share (X% as quoted by Warehouse Logistics Partner) shall be provided on revenue streams under (1),(2),(3),(4),(5),(6), (7), (8),and (11)
 - Revenue streams from point (9) and (10) shall be entirely with Warehouse Logistics Partner and no revenue share will be applicable
 - Rate for (10) will be mutually agreed as part of JPO and will be paid by CONCOR
 - Revenue share portion of (11) would be payable by CONCOR to Warehouse Logistics Partner if and when it gets any such reimbursement from Indian Railways
 - Rail Haulage Charge is not part of Revenue Streams of Modern Warehousing Facility and no Revenue Share shall be paid on the same to the Warehouse Logistics Partner.

CHAPTER – IV

General Conditions

1. Definitions

- a. “Applicable Law” means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. “Bidder”: A firm, Company or Joint Venture willingly participating in tender on given terms and conditions, is bidder.
- c. “CONCOR”: CONCOR means ‘Container Corporation of India Limited’ a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, New Delhi.
- d. “Warehouse Logistics Partner” means the, Firm or Company whose tender has been accepted and agreement has been entered with CONCOR, and shall include his employees, agents, etc.
- e. “Contract” means the Contract signed by the Parties, to which these tender documents and corrigendum constitute a part, together with all other documents listed in this signed Contract;
- f. “Contract Effective Date” means the date of LOA.
- g. Appointed Date: The date of LOA will be considered as Appointed Date of Warehouse Logistics Partner.
- h. “Modern Warehousing Complex” defines the logistics facility developed in accordance with the terms and conditions of this document. This logistics facility shall include Modern Warehouse, Bulk Warehouse, Rail Siding Facility and allied infrastructure.
- i. Modern Warehouse (also referred to as Warehouse in this document) means the storage facility developed by the Warehouse Logistics Partner in accordance with the specifications given in clause no. 10 of chapter -II of this document.
- j. Bulk Handling means managing of movement and storage of bulk/break bulk commodities within the Modern Warehousing Complex.
- k. PFT means Private Freight Terminal notified by the Indian Railways.
- l. “Rail Terminal Infrastructure Recovery Fee” refers to the reimbursement made by Warehouse Logistics Partner to CONCOR.

2. Rail Siding Facility (PFT):

- a. Out of the total land area of 100 acres provided by the Warehouse Logistics Partner for the project, 15 acres of land shall be clearly earmarked and provided to CONCOR for development of PFT.
- b. The Warehouse Logistics Partner execute a irrevocable lease agreement for the above 15 acres of land in name of CONCOR for development of PFT in the facility at a nominal rate of Re.1/- (one rupee only) per acre per annum payable by CONCOR. The tenure of the said lease shall be coterminous with the contract agreement of this tender.
- c. The Warehouse Logistics Partner shall obtain land and right of way from any private party/ Indian railways for connecting to the approved take off point in IR network through the above 15 acre of land earmarked for CONCOR.

- d. Any private land other than the Project land which is required for Railway siding connectivity should also to be given on lease to CONCOR on similar lines and terms as for 15 acres land above.
- e. Any Railways Land which is required for connecting to the takeoff point should be taken in name of CONCOR, whose lease period.
- f. All the above land parcels shall be acquired at the cost of Warehouse Logistic Partner. The land lease payment and all other applicable cost/charges payable to Railways in respect of (e) above, shall be borne by Warehouse Logistics Partner.
- g. The Rail Siding Facility shall be developed by the CONCOR on the above land parcels, within 2 years from the date of final permission from Indian Railways and/or other authorities are obtained by the Warehouse Logistics Partner.
- h. CONCOR shall assess the investment requirement for developing the rail infrastructure (PFT). This infrastructure cost along with all soft costs involved, including Interest During Construction, shall constitute the PFT Project Cost. The Warehouse Logistics Partner shall reimburse complete infrastructure cost for development of rail infrastructure to CONCOR within a period of 18 years from commissioning of PFT. This reimbursement shall be called as 'Rail Terminal Infrastructure Recovery Fee'.
- i. **Rail Terminal Infrastructure Recovery Fees**
 - i. The Warehouse Logistics Partner should reimburse the Rail Siding Project Cost within a period of 18 years from start of operations of rail siding facility.
 - ii. The reimbursement will be made in equal monthly installment after a moratorium of initial 3 years from commissioning of the railway siding.
 - iii. The partner can choose to make payment in lesser timeframe.
 - iv. The installment will be started from three years post the commissioning of PFT.
 - v. The monthly installment will be calculated as:
$$[PxRx(1+R)^N]/[(1+R)^N-1]+(Px(R)x3)/N$$

Where P is Rail Siding Project Cost.
R is monthly interest rate equal to the prevailing longest term G sec rate at the time of completion of the Rail siding facility
N = 180 (15 years X 12 months)
- j. The repair and maintenance of siding will be conducted by the Warehouse Logistics Partner along with PFT operations at the cost of Warehouse Logistics Partner.
- k. From the Rail Siding Facility, only CONCOR owned rakes or those nominated by CONCOR alone shall be allowed to operate for containerized traffic.
- l. CONCOR will have exclusive access rights to run container trains to & from this Modern Warehousing Complex for the entire duration of the Contract.
- m. Bulk/Break Bulk cargo may be carried by Railway rakes. Any specialized rakes under specific schemes of IR like SFTO, AFTO etc. shall be allowed to operate, subject to prior approval of CONCOR.

3. Unsatisfactory Performance:

- a. Means If the Warehouse Logistics Partner is unable to perform the following:
 - (i) Operations as per the clauses no. 15 of Chapter -IV for a continuous period of 3 months or for more than 3 months within any consecutive six months, the services rendered by the Warehouse Logistics Partner shall be considered to be Unsatisfactory Performance.
 - (ii) Repeated instances of improper work.
 - (iii) Breach of terms of the contract.
- b. In the event of Unsatisfactory Service, for more than 3 months, CONCOR shall provide a notice of breach to Warehouse Logistics Partner and grant 45 days, extendable at CONCOR's discretion, to ensure that the specific services where Unsatisfactory Service was observed are rectified. In case of failure to do the same to the satisfaction of CONCOR, CONCOR shall reserve the right to appoint any third party to execute all or any of the Logistics & Distribution Services which were impacting service levels at the facility for a minimum period of 6 months. For this period:
 - (i) All expenses related to the provision of Services by third party shall be incurred by the Warehouse Logistics Partner or shall be deducted from the Revenue Share payable by CONCOR to Warehouse Logistics Partner.
 - (ii) From the date of notice of breach issued by CONCOR to Warehouse Logistics Partner until end of tenure of Services provided by the third party, no Minimum Guarantee amount shall be paid to the Warehouse Logistics Partner
- c. Post completion of the third-party service contract, Warehouse Logistics Partner shall be entitled to resume the said services within the Modern Warehousing Complex. In the event of continuation of Unsatisfactory Services post reassignment to Warehouse Logistics Partner, CONCOR shall have the right to again reinstate, at its discretion, a third party for a duration of 6 months or longer. Further CONCOR will charge 1% supervision fee on bill amount of third party.

4. Termination

- a. Termination of Contract by CONCOR
 CONCOR may, without prejudice to any other rights or remedies, possess, forthwith terminate this Contract in the following circumstances by giving a notice of Termination, if:
 - (i) the Warehouse Logistics Partner becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Warehouse Logistics Partner takes or suffers any other analogous action in consequence of debt;
 - (ii) insolvency, receivership, re-organization, bankruptcy, or proceedings of similar nature brought against the Warehouse Logistics Partner and the proceedings are not dismissed or effectively stayed within 60 (sixty) days of such commencement;
 - (iii) the Warehouse Logistics Partner assigns or transfers this Contract or any of its right or interest herein, in violation of the provision of this document.

- (iv) the Warehouse Logistics Partner, in the reasonable judgment of CONCOR, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - (v) At any given point of time during the operations of the contract the Warehouse Logistics Partner was competing with CONCOR, specifically in container train operations and same line of business.
 - (vi) In the event of failure on the part of Warehouse Logistics Partner to develop the usable built-up Modern Warehouse area of 200000sq. ft. within 1 year, 500000 sq. ft. within 2 years and 1000000 sq. ft. within 4 years or as extended in agreement with CONCOR from the Appointed Date, CONCOR shall reserve the right to terminate the Contract.
- b. Termination of contract by Warehouse Logistics Partner
 In the event that any of the defaults specified below shall have occurred, and CONCOR fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in the Contract, CONCOR shall be deemed to be in default of this Contract unless the default has occurred as a result of any breach of this Contract by the Warehouse Logistics Partner. The defaults referred to herein shall include the following:
 - (i) CONCOR commits a material default in complying with any of the provisions of this Contract and such default has a Material Adverse Effect on the Warehouse Logistics Partner;
 - (ii) CONCOR fails to make scheduled payment to the Warehouse Logistics Partner; or
 - (iii) Any payment held due to pending legal action, statutory directive/guideline of any Government agency shall not constitute a material default on behalf of CONCOR
- c. Termination Notice to each other; provided that before issuing the Termination Notice, the both parties shall by a notice inform of its intention to issue the Termination Notice and grant 15 (fifteen) days to make a representation and prepare a mutually agreed action plan for corrective action, failing which the both parties, may issue the Termination Notice.

5. Payments to the Warehouse Logistics Partner

- a. Subject to any deductions, which CONCOR will be authorized to make under the terms and conditions of this contract, the Warehouse Logistics Partner shall be entitled for payment of minimum Guarantee amount as per the tender provisions.
- b. The Warehouse Logistics Partner shall invoice monthly/quarterly as per the format agreed between CONCOR and Warehouse Logistics Partner in Joint Procedure Order. The agency should submit bill within 3/6 months from the date of completion of period for quarterly/monthly billing respectively. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ damages / recoveries due, including TDS and/or any other levies at the prescribed rates. The aforesaid payment of the bill will ordinarily be made within 1st week of following month on the submission of bills. However, the work shall in no case be hampered on account of non-payment of bills.
- c. CONCOR will have the right to recover any over payment which might have been made to the Warehouse Logistics Partner by CONCOR through inadvertence,

error, etc., In such event the recoveries will be made from adjustments in bill amount of next revenue share.

- d. GST and TDS will be paid/deducted as per the applicable rates to the Warehouse Logistics Partner.
- e. The GST implication on the payments will be similar to that of a typical contract with revenue share arrangement wherein the GST will be applicable on the revenue collected by CONCOR while the Revenue Share paid to the Warehouse Logistics Partner shall be a cost to CONCOR against which Input Tax Credit will be available. So in effect, the total GST out flow by CONCOR shall be on the Revenue Share remaining with CONCOR.
- f. The Warehouse Logistics Partner/ Bidder undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services bidder will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof
- g. The Warehouse Logistics Partner/ Bidder indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Warehouse Logistics Partner/ Bidder not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Warehouse Logistics Partner/Bidder/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Warehouse Logistics Partner/ Bidder will 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 Warehouse Logistics Partner/ Bidder is unregistered then submit appropriate documents establishing that bidder is exempted as per the provisions of GST. Also, in case the bidder is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant document.
- h. The Warehouse Logistics Partner/ Bidder 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 filing of statutory returns within prescribed timelines, to avail and utilize eligible input tax credits by the CONCOR.
- i. In case of any failure on the part of Warehouse Logistics Partner/ Bidder, any interest/penalties/any other amounts are levied, the same shall be indemnified by Warehouse Logistics Partner/ Bidder to the CONCOR.

6. RESOLUTION OF DISPUTES

- a. This contract shall be governed by the laws of India.
- b. In the event of any question, dispute or difference arising under these conditions or instructions of Bidders or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these Conditions or instructions to Bidders) 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 center shall be binding on both parties. The parties shall be governed by the law in force in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the

arbitration proceedings shall be in English. The seat of arbitration shall be at New Delhi.

- c. 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.
- d. No payment of interest shall be made for disputed amounts / claims by CONCOR till the final determination of disputes / claims and payment thereof pursuant to the resolution.
- e. Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer in charge, continue during the arbitration proceedings, and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

7. FORCE MAJEURE

If at any time, during the continuance of this tender, the performance in whole or in part by either party of any obligation under this tender shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 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 Executive Director (Distribution Logistics), CONCOR as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this tender is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the tender by giving notice to the other party.

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

9. Joint Procedure Order

CONCOR and Warehouse Logistics Partner will draw a Joint Procedure Order (JPO) for implementation of this contract. Before commencement of work on any working day the Warehouse Logistics Partner shall notify CONCOR about the condition of the facility/ equipment in the format specified by CONCOR. The JPO may be modified through mutual discussion from time to time to reflect the change in market, business conditions. Joint Procedure Order (JPO) will be prepared after award of Contract and well before commencement of the contract

10. Nodal Person:

CONCOR will identify and designate a suitable person from time to time, as a Nodal Person for the Warehouse who shall be responsible for looking after customer satisfaction. The details of his appointment and roles and responsibilities shall be defined by CONCOR in consultation with Warehouse Logistics Partner in Joint Procedure Order post award of contract.

11. Waiver

Notwithstanding anything contained hereinabove, the In-charge of Logistics/Executive Director (Distribution Logistics) or any other person nominated by CONCOR shall be the authority to consider waiver of any damages imposed under this contract, by the concerned Terminal Manager, in part or full, at his sole discretion.

12. Jurisdiction

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this tender. All disputes arising out of this tender shall be decided in accordance with the laws of India.

13. Indemnity

The Warehouse Logistics Partner shall always keep CONCOR indemnified against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this tender.

14. Disclaimer

CONCOR may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. CONCOR reserves the right to cancel the tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

15. Service Levels in the Warehouse (at the cost of Warehouse Logistics Partner)

- a. The Warehouse Logistics Partner shall provide round the clock operation at the warehouse by providing his own personnel for manning the warehouse, transaction points of receipts and issue of stocks and other allied activities.
- b. The Warehouse Logistics Partner shall attend to loading/unloading of cargo for those customers who entrust the work to CONCOR and shall organize the entire transactions together with handling of cargo mechanically/manually by deploying the requisite number of labour, staff and equipment.
- c. All the incoming cargo shall be properly inspected. The Warehouse Logistics Partner shall notify the Customer for any material discrepancy and any visible damage within 24 hrs of goods arrival. In case of damage, notice shall include

digital pictures of damaged boxes. Goods that appear to be damaged upon receipt.

- d. The inventory control within Warehouse Management IT systems either shall be done in terms of pallet (for unitized cargo) and bag (for bagged cargo) level. Warehouse Logistics Partner shall monitor and report inventory levels to CONCOR on daily basis.
- e. Warehouse Operator shall provide temperature and humidity environmental control for temperature sensitive and humidity sensitive cargo. Determination of the cargo that will be stored in temperature and humidity sensitive environment will be by mutual agreement among Customer and CONCOR with direction to Warehouse Logistics Partner.
- f. The Warehouse Logistics Partner shall be responsible for maintenance, hygiene and upkeep of the warehouse and the bulk warehouse area and any other relevant services that will be assigned as per the contract.
- g. The Warehouse Logistics Partner shall also be responsible for providing necessary equipment for handling of cargo at the warehouse failing which CONCOR shall have the right to get the equipment deployed at the risk and cost of the Warehouse Logistics Partner. The maintenance of these equipment in full working conditions shall be responsibility of the Warehouse Logistics Partner.
- h. Warehouse Logistics Partner shall provide at least the following services in the warehouse. Any additional service can be provided based on mutual agreement between CONCOR and Warehouse Logistics Partner.
 - Storage of cargo received at the warehouse shall be done by the Warehouse Logistics Partner. This shall involve unloading from trucks/trailer, stacking in the storage area and loading to the truck/trailer.
 - Inventory management and control of the cargo stored in the warehouse shall be done by the Warehouse Logistics Partner that shall be supported by an internal IT based Warehouse Management System. The access to the same shall also be provided to CONCOR.
 - Value Added Services: Provisions of at least the following value added service shall be available at the warehouse.
 1. Knitting:
 - Reducing inventory of pre-built completed products and simplifying parts handling
 - Configure individual high-activity parts into consolidated user packages
 - Light assembly of component parts into units ahead of issue to production or shipment
 2. Labeling:
 - Create and apply customized labels, such as barcodes and pricing information
 3. Sequencing:
 - Ensure proper sequence so that right parts arrive in the right order at the right time
 4. Light assembly / sub-assembly
 - Pre-assemble parts and components to reduce the number of assembly steps required at the factory
 5. Purchase Order (PO) management:

- Scan and pack offerings that electronically alert end customers before dispatch and auto generation of packing lists and electronic data at source
- IT based order processing of inbound and outbound cargo shall be done by the Warehouse Logistics Partner
- i. The Warehouse Logistics Partner shall engage competent and adequate staff and labour to the satisfaction of CONCOR for ensuring efficient handling of good and furnishing correct up-to-date position/information/progress of work, statements and accounts. The Warehouse Logistics Partner shall be responsible for the good conduct of his employees and shall compensate for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives.
- j. The Warehouse Logistics Partner shall take adequate steps and necessary precautions to avoid wastage and damage to the cargo or any other notified commodities etc. during the loading/unloading of trucks or any other transport vehicles at the warehouse. The Warehouse Logistics Partner shall be liable for any loss on account of the cargo not being properly handled.
- k. The Warehouse Logistics Partner shall be responsible to unload and load truck/trailer within 3 hrs and 4 hrs respectively of the arrival of the truck.
- l. The Warehouse Logistics Partner shall be responsible to undertake rake unloading and loading services at the Rail Siding Facility within 3 hrs in case of single operation (i.e. either loading or unloading of rake) and within 5 hrs in case of double operations (i.e. both unloading and subsequent loading of same rake)
- m. The Warehouse Logistics Partner shall be responsible for timely evacuation/dispatch of containers from the rail land premises being operated by CONCOR as per the process and timelines suggested in Joint Procedure Order
- n. Hours of Operation: The Warehouse and rail siding shall be operational 24×7×365.
- o. The Warehouse Logistics Partner shall follow the building by-laws of the city/municipal area where the Modern Warehousing Facility is proposed to be located. Commodity and/or customer specific requirements shall be taken into consideration for construction of Modern Warehousing Facility. Further, any other specific requirements related facility construction shall be discussed and agreed mutually by Warehouse Logistics Partner and CONCOR in Joint Procedure Order (JPO).

APPENDIX-1
Financial Offer

**To,
The Executive Director,
Distribution Logistics
Container Corporation of India Corporate Office
New Delhi**

Dear Sir,

1. CONCOR will collect all charges as per the public tariff from the customer at this facility.
2. CONCOR will retain% (to be quoted in figure and words) from the collections and transfer the balance amount in the following month to the Warehouse Logistics Partner.
3. In addition to above amount at Sr. No. 2, CONCOR will also pay the other due as per this tender, i.e. Terminal Access Charges, short fall in the minimum Guarantee amount etc. in the following month.

Yours faithfully,

(.....)
Signature of Tenderer
With Complete Address
(Capacity in which Signing)

APPENDIX-2
Tender Letter for Submission of E-tender

To,
The Executive Director,
Distribution Logistics,
Container Corporation of India,
CONCOR Bhawan, C-3, Mathura Road,
Sarita Vihar, New Delhi - 110 076

Dear Sir,

Sub: E-Tender for Selection of Warehouse Logistics Partner for Construction, Operation & Maintenance of Modern Warehousing Complex under CONCOR's branding in and around Bengaluru

Ref: [Open Tender Notice No. CON/.....]

In response to your E-Tender for Selection of Warehouse Logistics Partner for Construction, Operation & Maintenance of Modern Warehousing Complex under CONCOR's branding in and around Bengaluru. I/We.....a Company/Partnership Firm/an Association/Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here[Full Name of all partners] hereby submit our offer in the prescribed format in the schedules attached thereto through e-tendering Mode in the website www.tenderwizard.com./CCIL

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

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

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the bidder is a firm/association or syndicate).

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

Date:

Yours faithfully,
(Signature and seal of the Bidder)

APPENDIX-3

INTEGRITY PACT

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles

during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of e-bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Clause 5.0 section II, Agent and Service facility in India – Agency commission" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Clause 3.0 section II, all the payments made to the Indian agent/representative have to be in Indian Rupees only
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal

Office Seal

(For & On behalf of Bidder/Contractor)

Office Seal

Place -----

Date -----

Witness 1 :

Witness 2 :

Name & Address -----

APPENDIX-4

SPECIMEN OF DECLARATION REGARDING BANNING OF BUSINESS DEALINGS. (To be submitted on the letter head of the Bidder)

In case of proprietary concern

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

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

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

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

In case of partnership firm

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

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

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

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

In case of Company

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

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

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

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

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

Place:.....

Date:.....

APPENDIX-5.
SPECIMEN OF AGREEMENT

CONTRACT AGREEMENT NO. _____

An agreement made on this day of, _____ between Container Corporation of India limited, with Registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi -110076 (A Govt. of India Undertaking) which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns represented herein by the _____, (hereinafter called CONCOR) of the ONE PART AND M/s _____ hereinafter called the "Warehouse Logistics Partner" which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representatives, successors and assignees) of the OTHER PART for _____ under the terms and conditions specified in the Tender No. Dateannexed.

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

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

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

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

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

APPENDIX-6.

SPECIMEN OF JOINT VENTURE MEMORANDUM OF UNDERTAKING / AGREEMENT

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

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

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS

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

NOW IT IS HEREBY AGREED as follows:

1. Role of the Parties

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

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

2. Joint and Several Liability

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

3. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

- 3.2 The Parties undertake that a minimum of:

- (i) 51% (fifty one percent) of the subscribed and paid up equity share capital for Lead member;
- (ii) 10%(ten percent) of the subscribed and paid up equity share capital for each of the other members and,

shall, at all times till the fifth anniversary of the Operations Date, be held by the Parties of the First, {Second and Third} Part whose Net Worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the "Tender".

- 3.3 The Parties undertake that each of the Parties specified in Clause 3.2 above shall, at all times between Operations Date of the Project and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

- 3.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

4. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of JV is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CONCOR.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

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

In the presence of:

1. 2.

Notes:

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

APPENDIX-7

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

Know all men by these presents I/We,.....,son/daughter/wife of Mr....., aged years, citizen of....., Presently residing at.....,Managing Director/Chief Executive Officer/Partner of M/s.....[name of Warehouse Logistics Partner], a company/Firm incorporated in India under the Partnership Act/Companies Act, 1956/Companies Act, 2013 and having its registered office at(hereinafter called “the Principal”)by virtue of the resolution passed at the Meeting of the Board of Directors of the Company held on.....

Or deed/resolution of the Firm dated or the Power of Attorney dated granted To me pursuant to the resolution passed at the meeting of Board of Directors of company held on.....or deed/resolution of the Firm dated ,delegated to me/us certain powers to act on behalf of the company/firm for various purposes. As per the said delegation, I/We have been authorized to appoint and substitute any person or persons to exercise all or any of certain powers delegated to me/us by the Company/Firm and/or to grant Powers of Attorney to the officers and employees of the Company/Firm to perform various acts, deeds and things required to be done by the Company/Firm.

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

Whereas,.....(name of the Warehouse Logistics Partner), the Principal is interested in bidding for the Project/works in accordance with the terms and conditions of the tender document,bearingNo.....,dated.....and other connected documents in respect of the Project/works, and

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

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

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

awarded the contract, during the execution of the Project/works; and

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

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

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

Given under the hand of the within named.....[name of individual]

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

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

[date] [place]

I accept

[Signature of Attorney] [date][place]

Witnesses:

1.2.

Notes:

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

APPENDIX-8.

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

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

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

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

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

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

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

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

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

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

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

[Signature of Proprietor] [Name of Concern]

[date][place]

I accept

[Signature of Attorney] [date]
[place]

Witnesses:

1.

2.

Notes:

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

APPENDIX-9

SPECIMEN OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(To be Submitted on Non—Judicial Stamp paper of appropriate value)

1. In consideration of Container Corporation of India Ltd., acting through the Executive Director (Distribution Logistics), having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110076, having agreed to permit [M/s _____] (hereinafter called the said Warehouse Logistics Partner) to(Name of Work) on its behalf on the terms and conditions of the agreement dated[____].made _____ between [.....and.....] on production of a Bank Guarantee for[____], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs ____ only] against any loss or damages caused to or suffered by the Container Corporation of India Ltd therein, by reason of any failure of the Warehouse Logistics Partner contract or of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Executive Director (Distribution Logistics), Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Warehouse Logistics Partner to perform the said operations safely without damaging the cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs ____].
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be 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 (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of afore said agreement.
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three)months before the expiry of the period or the extended period of the

guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

6. We [Name of Bank] Bank, further agree 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 Warehouse Logistics Partner 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 Warehouse Logistics Partner 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.
9. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. Be limited to a sum of [Rs].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before.....

OFFICER'S SIGNATURE WITH BANK SEAL
DATE

APPENDIX-10

SPECIMEN OF BANK GUARANTEE FOR BID SECURITY

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

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

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

THE CONDITIONS of this obligation are:

1. If Bidder withdraws his bid during the period of bid validity.
2. If the bidder fails to submit the documents for ownership/lease about the proposed land within 120 days from issuance of Letter of Intent (LOI). LOI will be issued to the bidder, who found qualified based on the above eligibility criteria.
3. In case of any mis-declaration/submission of forged documents/any misrepresentation about the bidder's credentials/violating any of the tender terms & conditions.
4. In the event the copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date
5. In the event the copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date.
6. fails or refuses to execute the Contract; or
7. fails or refuses to furnish the Performance Security,

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



SPACE FOR
BANK SEAL

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

APPENDIX-11

Illustration for Minimum Guarantee (MG) Amount

The calculation for different scenario are:

Case (a) Calculation for minimum guarantee for 2,00,000 (Lakh) Sqft area of the covered modern warehouse

Sr. No.	Modern warehouse Area (Sqft.)	Minimum Guaranteed earnings (Rs.)	Actual Earnings (Rs.)	Applicable (MG)	Compensation (Rs.)
1	200000	28,00,000/-	25,00,000/-	Yes	3,00,000/-
2	200000	28,00,000/-	32,00,000/-	No	0

In case if the area of covered warehouse on operation is 2,00,000 Lakh Sqft. and earning/collection derived from covered warehouse for the month is less than Rs.28,00,000/month (1,40,000 Sqft (70% of 2Lakhs Sqft) x Rs 20/-), then CONCOR shall compensate the shortfall in the earning to the extent of Rs.28,00,000/- irrespective of the utilization of covered warehouse space.

Case (b) Calculation for minimum guarantee for 5,00,000 Lakh Sqft area of the covered modern warehouse

Sr. No.	Modern warehouse Area (Sqft.)	Minimum Guaranteed earnings (Rs.)	Actual Earnings (Rs.)	Applicable (MG)	Compensation (Rs.)
1	500000	70,00,000/-	65,00,000/-	Yes	5,00,000/-
2	500000	70,00,000/-	72,00,000/-	No	0

In case if the area of covered warehouse on operation is 5,00,000 Lakh Sqft. and earning/collection derived from covered warehouse for the month is less than Rs.70,00,000/month (3,50,000 Sqft (70% of 5Lakhs Sqft) x Rs 20/-), then CONCOR shall compensate the shortfall in the earning to the extent of Rs.70,00,000/- irrespective of the utilization of covered warehouse space.

Case (c) Calculation for minimum guarantee for 10,00,000 Lakh Sqft area of the covered modern warehouse

Sr. No.	Modern warehouse Area (Sqft.)	Minimum Guaranteed earnings (Rs.)	Actual Earnings (Rs.)	Applicable (MG)	Compensation (Rs.)
1	1000000	1,40,00,000/-	1,35,00,000/-	Yes	5,00,000/-
2	1000000	1,40,00,000/-	1,42,00,000/-	No	0

In case if the area of covered warehouse on operation is 10,00,000 Lakh Sqft. and earning/collection derived from covered warehouse for the month is less than Rs.1,40,00,000/month (7,00,000 Sqft (70% of 10 Lakhs Sqft) x Rs 20/-), then CONCOR shall compensate the shortfall in the earning to the extent of Rs.1,40,00,000/- irrespective of the utilization of covered warehouse space.