



EXPRESSION OF INTEREST FOR EMPANELMENT OF VENDORS ON EXCLUSIVE BASIS FOR MULTIMODAL TRANSPORTATION (INCLUDING COASTAL) OF BULK & BREAK BULK CARGO.

Container Corporation of India Ltd.

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EOI No 04/2019/ Coastal

Dated 01/03/19

(March. 2019)

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Expression of Interest (EOI) Notice

1. Online EOI for empanelment of vendors on exclusive basis for multimodal transportation (including coastal) of bulk & break bulk cargo.
2. The EOI document can only be downloaded from the website (www.tenderwizard.com/CCIL) and the intending Parties should submit the document sale price of ₹1000/- (inclusive of all taxes and duties) through e-payment at the time of making online request.
3. Complete EOI papers duly accompanied with requisite EMD (if not exempted) shall be received online as per date and time mentioned below and may be opened in presence of the submitted parties or their authorized representatives.

EOI No	04/2019/ Coastal
Empanelment for	EMPANELMENT OF VENDORS ON EXCLUSIVE BASIS FOR MULTIMODAL TRANSPORTATION (INCLUDING COASTAL) OF BULK & BREAK BULK CARGO.
Period of Empanelment	5 Years (3+2)
Earnest Money Deposit	₹10 (Ten) Lakhs through e-Payment.
Cost of Document	₹1,000/- inclusive of all taxes and duties through e-payment.
EOI Processing Fee	₹5,310/- Inclusive of all taxes and duties (Non-refundable) through e-payment.
Date of Sale (Online)	From 02/03/2019 hrs 11.00 hrs to 17/03/2019 (up to 23.00 hrs.)
Date & Time of submission of EOI	17/03/2019 at 23:59Hrs.
Date & Time of opening of EOI	18/03/2019 at 11.00Hrs.

4. CONCOR reserves the right to reject any or all the EOIs without assigning any reason thereof.

This EOI notice is also available on the web site www.concorindia.com. However, the intending Parties should submit the document sale price of ₹1,000/- (inclusive of all taxes and duties) through e-payment at the time of making online request.

EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded in the website www.tenderwizard.com/CCIL .

To participate in the EOI submission through online, it is mandatory for the interested parties to have user ID & password which has to be obtained by submitting an annual registration charges of Rs.1500/- + GST as applicable, to M/s. ITI through e-payment. Parties have to pay the EOI Processing Fee to ITI through e-payment at the time of submission of EOI.

The detailed EOI document can be viewed from the website www.tenderwizard.com/CCIL from -- 02/03/2019 11:00hrs. to 17/03/2019 (up to 23:00 hrs.).

Note:

1. EOI Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered with the agencies for the item in EOI will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the EOI.
 - (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME
4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

Container Corporation of India Ltd.
(A Govt. of India Undertaking)
Visit us at www.concorindia.co.in

Letter for Submission of EOI
(To be submitted on the letter head of the Parties)

From

----- (To be filed by the party)

To

The Executive Director (Distribution, Logistics & Coastal)
Container Corporation of India Ltd
CONCOR Bhawan, C-3, Mathura Road,
New Delhi - 110 076

Dear Sir,

Sub: EOI for empanelment of vendors on exclusive basis for multimodal transportation (including coastal) of bulk & break bulk cargo.

Ref: EOI No:04/2019/ Coastal

In response to EOI for empanelment of vendors on exclusive basis for multimodal transportation (including coastal) of bulk & break bulk cargo. 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 names of all the partners or members) carrying business at.....

..... hereby submit our offer in the prescribed proforma of the EOI attached thereto through online Mode in the website www.tenderwizard.com/CCIL.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the EOI.

I/we hereby declare that we have read and understood and agree to EOI by and fulfill the Terms and Conditions, which shall be deemed to form an integral part of this offer and all Chapters and Annexure read and accepted. Acknowledgement of the above in the form of Annexure II duly signed is uploaded 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 EOI 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 Parties is a firm/association or syndicate).

I/we have paid EMD of ₹...../- (Rupees..... only) through E payment for this EOI, for [Name of EOI]” and receipt of the same is uploaded along with pre qualification EOI.

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

Date:

Yours faithfully,

(Signature and seal of the party)

Encl:
.....
.....

CHAPTER – I INSTRUCTIONS TO THE PARTIES

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country. It invites EOI through e-mode from eligible parties for empanelment of vendors on exclusive basis for multimodal transportation (including coastal) of bulk & break bulk cargo. All interested prospective Parties must read these instructions before filling the EOI.

1. Online EOI is invited for the empanelment of vendors on exclusive basis for multimodal transportation (including coastal) of bulk & break bulk cargo. All Parties participating in EOI shall accept all the terms and conditions.
2. The Offer should be submitted through online mode in the website www.tenderwizard.com/CCIL. Parties who qualify will be empanelled and the unsuccessful bidder's EMD will be refunded.
3. EOIs are required to be submitted only by online mode through website www.tenderwizard.com/CCIL. The EOI will contain all signed and scanned documents listed below in Para 10.
 - i) All the EOIs received shall be opened on the date and time mentioned above in the EOI notice. One representative from each party shall be authorised and permitted to attend the EOI opening.
5. EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded on the EOI website, www.tenderwizard.com/CCIL. At any stage during the evaluation of EOI, if the EMD is found invalid, the respective parties's EOI will be summarily rejected, if the party is not in exempted category.
7. Online EOI will be opened at 11.00 hours on 18/03/2019. Parties may either be present in person or send their duly authorized representative to participate in the EOI opening process. If the date of opening of EOI is declared a holiday, the EOI would be opened on the next working day at the same place and time.
8. Only online "EOI" will be opened at 11.00 hours on 18/03/2019. The EOI so received will be evaluated as per eligibility criteria laid down in the EOI to determine the suitability of all Parties.
9. The EOI should be downloaded and duly filled up and uploaded on the website using Digital Signature for signing the documents.
10. Parties are required to submit duly signed scanned copies of the following documents in the EOI
 - a) Duly signed and stamped EOI as per Annexure "I".
 - b) Experience certificate – Annexure II
 - c) Signed and stamped copy of the EOI Documents on each page.
 - d) Copies of Registration Certificate, PAN No., GSTN certificate, as applicable.

- e) Undertaking as per ANNEXURE “III”.
- f) Self-attested Audited annual accounts for the last 3 years
- G) Authorization letter from Company for the person who is authorized to sign the EOI documents. ANNEXURE “IV”
- h) Terms & Conditions for submission of bids in Electronic Mode are attached herewith as per ANNEXURE “V”.
- i) Banking details to be provided as per ANNEXURE “VI”
- j) Joint Bidding Agreement as per ANNEXURE VII
- k) Acknowledgment as per Annexure VIII

*** The documents mentioned at (a), (i) & (j) are the mandatory documents and must be submitted along with the Technical EOI.**

- 11. All requisite documents should be duly signed and embossed with official seal by the Parties or any such person as is legally authorized to sign on behalf of the Parties as per format given in Annexure-I and must be uploaded on or before 23:59 Hrs of 17/03/2019 on the website www.tenderwizard.com/CCIL.
- 12. This document will be an integral part of the contract, to be entered into during the currency of empanelment. Therefore, prospective Parties are advised to go through the same before filling the EOI. No deviation is permitted in the terms and conditions including General Conditions of the EOI. If any deviation is made, the same shall be separately pointed out.
- 13. If at any stage, change / modification is noticed in the EOI document, Parties will abide by the original terms and conditions including General Conditions of the EOI, failing which, CONCOR reserves the right to reject the EOI and / or terminate the empanelment.

**Executive Director((Distribution,Logistics & Coastal))
Container Corporation of India Ltd.**

CHAPTER-II TERMS AND CONDITIONS OF EOI

1. BACKGROUND:

The Container Corporation of India Ltd. (CONCOR) a NAVARATNA CPSU under Ministry of Railways is a Terminal Operator, Train operator and operates terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSS), Domestic Container Terminals (DCTs) on PAN India level.

To expand the business potential in Multi-Mode Transportation, CONCOR invites proposals from the reputed Multi-Mode transporters for Empanelment as Vendors on exclusive basis for carrying goods in Multi-Mode Transport (Rail/Road/Sea Route) of Bulk, Break Bulk Cargoes.

2. IMPORTANT DATE:

The last date for receipt of EOI is 17/03/2019 Before 23:59 Hrs

3. ELIGIBILITY CRITERIA FOR VENDORS:

For determining the eligibility of bidders hereunder, the following shall apply:

- I. The vendors for qualification and selection may be a Company, Joint Venture, Special Purpose Vehicle or a group of entities together with their Associates (the “**Consortium**”), coming together to implement the Project. However, no vendors applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- II. The vendors may be a natural person, private entity, government-owned entity incorporated under the Indian Companies Act 2013 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.
- III. Vendors shall, in the EOI, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm/or a Private Limited Company/ or a Public Limited Company. The composition of the partnership/ or names of Directors of Company/ as applicable, shall be indicated.
- IV. The Vendor shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Vendor found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CONCOR shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by CONCOR and not by way of penalty for, *inter alia*, the time, cost and effort of

CONCOR, including consideration of such Vendor's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to CONCOR under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest affecting the Bidding Process, if a. The Vendor, its Member or Associate (or any constituent thereof) and any other Vendor, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Vendor, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Vendor, Member or Associate, as the case may be) in the other Vendor, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- b) subject always to clause (I) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this clause (II) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or b. a constituent of such Vendor is also a constituent of another Vendor; or
- c) such Vendor or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Vendor, or any Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Vendor, its Member or any Associate thereof; or
- d) such Vendor has the same legal representative for purposes of this Bid as any other Vendor; or

e) such Vendor, or any Associate thereof, has a relationship with another Vendor, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

f) such Vendor or any Associate thereof has participated as a consultant to CONCOR in the preparation of any documents, design or technical specifications of the Project

Explanation:

In case a Vendor is a Consortium, then the term Vendor , shall include each Member of such Consortium.

For purposes of this EOI, Associate means, in relation to the Vendor/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Vendor/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, majority of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.

A. Financial Criteria for Vendor:

1. The average annual turnover of the Vendor should not be less than INR 560 Crores in last 3 financial years immediately preceding 31st March 2018 (i.e 2015-16, 2016-17 and 2017-18).
2. Net Worth of the Vendor should be at least INR 300 Crores as on the last date of the financial year immediately preceding the date of notification of the EOI (i.e 31st March 2018)
3. If the vendor is JV, the lead member should fulfill the financial criteria individually (both in the financial turnover and in net worth)

B. Technical Criteria for Vendor:

The Vendor should have imported/exported / Domestically handled coal/Iron ore / food grains or any other dry Bulk cargo from/to vessel at port and/or transported bulk/breakbulk through sea voyage/Rail a minimum of one (1) Million MT in last 5 financial years (2013-14, 2014-15, 2015-16, 2016-17 & 2017-18) and three (3) Lakh MT in the last 12 months (i.e from March 2018 to Feb 2019) in one or multiple contracts.

If the vendor is a JV, the experience criteria can be met either individually or collectively

In support of aforesaid experience, the Vendor shall furnish Experience Certificate from purchaser/Seller/Concerned Port/s/Customer/Consumer

C. Joint Venture (JV) firms in Bids

- I. Separate identity/name shall be given to the Joint Venture Firm.
- II. The EOI shall be purchased and submitted in the name of any of the members of the JV Firm. The digital key i.e. Registration with Tender Wizard can be in the name of any of the members of the JV firm.
- III. Normally, Bid Security shall be submitted only in the name of JV firm and not in the name of constituent member. However, in exceptional cases, Bid Security in the name of Lead Member (majority shareholder) can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting Bid Security in the name of JV Firm and giving written confirmation from JV members to the effect that Bid Security submitted by the Lead Member may be deemed as Bid Security submitted by JV Firm.
- IV. Approval for change of constitution of JV firm shall be at the sole discretion of CONCOR. The constitution of the JV firm shall not be allowed to be modified after submission of the Bid by the JV firm, except when modification becomes inevitable due to succession laws etc
- V. Similarly, after the Contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of the empanelment except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- VI. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV agreement shall be submitted by the JV firm before signing the contract agreement. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following clauses :-

i. Joint and Several Liability: Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to CONCOR for execution of the project in accordance with General Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.

ii. Duration of the Joint Venture Agreement: It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

iii. Governing Laws: The Joint Venture Agreement shall in all respects be governed by and interpreted in accordance with Indian Laws.

VII. Authorized Member: Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm 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 contract would be sent only to this authorized member of the JV firm.

VIII. No member of the Joint Venture firm 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.

IX. Documents to be enclosed by the JV firm along with tender:

i) In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted :-

a) Self-certified copy of the Partnership Deed,

b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper (in original) of appropriate value.

c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV agreement on behalf of the partnership firm and create liability against the firm.

ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed :-

Affidavit on Stamp Paper of appropriate value 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 CONCOR, power and consent given by other partners to act on behalf of HUF.

iii) In case one or more members is/are limited companies, the following documents shall be submitted :-

a) Self-certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the Company and/or do any other act on behalf of the company.

b) Copy of Memorandum and Articles of Association of the Company.

c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the Para (a) above.

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

4. SECURITY DEPOSIT

Security Deposit will be collected at the time of awarding the work to the Vendors on project to project basis and on the value of the work to be carried out by the vendor.

5. EARNEST MONEY DEPOSIT:

- I. Each bidder shall be required to deposit a sum of ₹10 Lakhs (Rupees Ten Lakhs) as Earnest Money along with the EOI through E payment only at the time of submission of their EOI (if not exempted). No interest shall be allowed on the Earnest Money deposited.
- II. Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.

6. SCOPE OF WORK

- a) Vendor should be capable of undertaking multimodal transportation of bulk and break-bulk goods that involves rail, road and coastal on door to door basis.

- b) Vendor should be an exclusive operator to CONCOR for all the consignments which moves on Multi-Modal. Once the vendor is empanelled, he should work exclusively with CONCOR and should not render his services either individually or as a JV to other agencies in the same field.
- c) If the consignment requires rail transportation, the vendor should be capable of transporting through rail, by following all the rules of Indian railways (i.e. rules related to Overloading, misdeclaration etc.)
- d) If the consignment requires Coastal movement, the vendor should be capable of transporting through coastal routes, by following all the rules concerned and should undertake required activities (i.e. custom clearance, freight/Vessel booking, port handling, storage of cargo, despatches and any other activity required.)
- e) Vendor should undertake the work on door to door basis with in the required time and within economical cost for the end customer to continue to do business with CONCOR.
- f) Vendor should aim to meet the ethos of CONCOR i.e. Customer Value Creation in fulfilling his assigned work.
- g) Vendor should have the capabilities to successfully coordinate with Mine operators, Indian Railways, Shipping Ministry, Port Authorities, Customs Authorities, Customer and Consumer
- h) The vendor is free to market and canvas for multi-modal transport with all the prospective customers to use the services of CONCOR
- i) From the empaneled vendors, CONCOR will call financial Bid for each work to be assigned. Work will be assigned on L1 basis. CONCOR reserves the right to split the work among the empaneled vendors, in case splitting is to be done, The terms and ratio of splitting will be predefined at the time of calling financial Bid.

7. Period of empanelment:

The empanelment shall be awarded initially for a period of **three (03) years**. CONCOR shall, however, have the right to exercise its discretion of extending the empanelment by **two (2) years** in case it considers it necessary. The extension shall be granted on the basis of mutually agreed terms and conditions.

8. GENERAL TERMS & CONDITIONS

- a) The Vendor should not be black listed by any government /PSU/State Govt./Quasi Govt. entities at the time of submission of bids. The Vendor shall have to submit an undertaking as per Annexure -II along with technical bid.

- b) CONCOR reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.
- c) Vendors shall keep CONCOR fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of / or in connection with this EOI.
- d) CONCOR may terminate the contract before the expiry of agreed period, in case the performance of the Vendor is not satisfactory, in which case CONCOR's opinion shall be final and binding. However, CONCOR may terminate the contract by giving one month notice to the party without citing any reason thereof.
- e) Vendor shall sign & submit all the pages of this EOI document (along with annexures) as token of acceptance of the terms & conditions stated therein.

9. SUBMISSION OF EOI

- a) The EOI has to be submitted online and the document can only be downloaded from the website (www.tenderwizard.com/CCIL) and the intending Vendors should submit the document sale price of Rs. 1000/- inclusive of all taxes and duties through e-payment at the time of making online request. This bid notice is also available on the web site www.concorindia.com.
- b) Documents to be uploaded as below:-
 - i. Duly signed and stamped EOI as per ANNEXURE "I".
 - ii. Experience certificate – Annexure II
 - iii. Signed and stamped copy of the EOI Documents on each page
 - iv. Copies of Registration Certificate, PAN No and GSTIN certificate as applicable.
 - v. Undertaking as per ANNEXURE "III".
 - vi. Self-attested Audited annual accounts for the last 3 years.
 - vii. Authorization letter from Company for person authorized to sign above documents. ANNEXURE "IV"
 - viii. Terms & Conditions for submission of bids in Electronic Mode are attached herewith as per ANNEXURE "V".
 - ix. Banking details to be provided as per ANNEXURE "VI"
 - x. Joint Bidding Agreement as per ANNEXURE VII

10. 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 EOI in totality without assigning any reason at any point of time. All information contained in this EOI is issued bona fide.

11. 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 EOI. All disputes arising out of this EOI shall be decided in accordance with the laws of India.

12. INDEMNITY

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

13. FORCE MAJEURE

a) During continuance of the Contract, the CONCOR shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Vendor's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

b) If by reason of any cause beyond the control of Vendor there is any curtailment or suspension of services, then CONCOR shall be excused from the obligations to that extent and CONCOR shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.

c) If the operation of such conditions continues to exceed three months, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

d) The party which is unable to fulfil its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

14. Resolution of Disputes

a) The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract.

b) In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers 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 Tenderers) the same shall be referred to Delhi International Arbitration Center. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties

c) The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award.

d) 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.

e) No payment of interest shall be made for disputed amounts / claims till the final determination of disputes / claims and payment thereof pursuant to the resolution.

f) 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 arbitration proceedings.

15. FRAUD PREVENTION

a) Commitments of the Vendor(s) / Contractor(s) / Buyer(s) / Vendor(S):

- I. The Vendor(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with CONCOR. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of CONCOR (full text of which is available on CONCOR’s website at www.concorindia.com during their participation in the EOI process, during the execution of contract and in any other transaction with CONCOR.
- II. The Vendor(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of CONCOR’s employees 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 EOI process or during the execution of the contract.
- III. The Vendor(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Vendors 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 bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- IV. The Vendor(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of CONCOR to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Vendor(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of CONCOR, for purposes of competition or personal gain, or pass onto others, any information or document provided by CONCOR as per of the business relationship, including information contained or transmitted electronically.
- V. The Vendor(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- VI. The Vendor(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform CONCOR of same without any delay.
- b) Disqualification from EOI process and exclusion from future contracts: If the Vendor(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of CONCOR in any other form such as to put their reliability or credibility in question, CONCOR other than taking recourse available under law, shall be entitled to disqualify the Vendor(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with CONCOR and/or declare the Vendor(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

c) Damages: If CONCOR has disqualified the Vendor(s) from the EOI process prior to the award or during execution according to this Clause, CONCOR shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

15. AMENDMENTS

The Vendors are advised to check CONCOR's website www.concorindia.com

Annexure - II
(On the letter head)

EXPERIENCE CERTIFICATE

This is to certify that M/s. _____ having its Registered Office/Office has carried out handling of bulk/break bulk Cargo from/to Vessel at Port and/or Transportation of bulk/break bulk Cargo through Sea Voyage. The details of bulk/break bulk cargo handled and/or transported through Sea Voyage are as under:

Handling/Sea Voyage of Cargo

S.No.	Financial Year	Bulk/break- bulk cargo handled at Port (MT)	Bulk/Break- bulk Cargo transported through Sea Voyage (MT)	Bulk/Break- bulk Cargo transported through Rail (MT)
(1)	(2)	(3)	(4)	(5)
	TOTAL			

Date:

Signature

Name

Designation of signing authority

Seal of the Company

ANNEXURE –III.

**Proforma of declaration regarding banning of business dealings.
(To be submitted on the letterhead of the Vendor)**

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 hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by CONCOR or Govt of India or any of the PSU/State Govt/Quasi Govt entity has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm 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/s Which 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/s are not currently banned by CONCOR or Govt of India or any of the PSU /State Govt/Quasi Govt entity except as indicated below:

(Give particulars of banning of business dealings, in absence 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:.....

Annexure IV

(In company's Letter head)

Authorization letter

To,
Container Corporation of India Limited
New Delhi,

We M/s.....are authorizing below representative to participate in
EOI process and for signing documents.

- (a) Name and Designation of Official :
- (b) Postal Address (complete) :
- (c) Telephone Nos. (Land line & Mobile both) :
- (d) FAX no. :
- (e) E-mail address :

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

ANNEXURE V

SPECIAL TERMS & CONDITIONS FOR EOI TO BE SUBMITTED IN ELECTRONIC MODE

Offers to be submitted online on CONCOR's e-procurement portal www.tenderwizard.com/CCIL against the respective EOI along with scanned copy of duly signed offer on letter head

For participating in the EOI, Vendor is required to obtain Class III Digital Signature (meant for e-EOIing) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (www.cca.gov.in) for submission of their bids on CONCOR's e-procurement portal.

VENDORS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL URL:
- www.tenderwizard.com/CCIL The Vendor should have a valid User Id to access e-Procurement portal of CONCOR.

1. The Vendor shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
2. The Vendors shall be asked to register on the e-portal to have a valid user id for accessing e-tender portal of CONCOR.
3. For minimum system requirements clients/Vendors should be asked to refer to home page of the www.tenderwizard.com/CCIL under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by Vendors themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., Vendors are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-EOI/ e-Auction successfully. However, the Vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either CONCOR LIMITED or CONCOR LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Vendors shall be advised to print and save bid submission receipt on submission of bids.

ANNEXURE VI

PROFORMA

Details to be furnished on Vendor Letter Head

The Banking/Account details are as furnished below:

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate CONCOR in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

Vendor: M/s _____

Bank Account No:

RTGS/NEFT IFSC Code:

Bank Name:

Bank Branch Name:

Branch code:

Account Type (Saving/Current) (SA/CA):

E-mail ID (if any) Of Vendors:

A blank cancelled cheque has been enclosed herewith

Note: Above details to be filled in Capital letters only.

Thanking you,

Certified by the Bank regarding Banking Details

(Vendor's Signature & Seal)

(Bank Seal & Signature of Bank official)

Note: Please enclose a Blank Cancelled Cheque without which the "Mandate Form" will not be processed.

Annexure VII
Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

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) A party who is registered abroad may substitute the words, viz “a company registered under the companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

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 EOI by its Request for EOI No. dated (the “**EOI**”) for empanelment of vendors on exclusive basis for multimodal transportation (including coastal) of bulk & break bulk cargo.

(B) The Parties are interested in jointly participating for the EOI as members of a Consortium and in accordance with the terms and conditions of the “EOI” document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the “EOI” document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the “EOI”

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the EOI Process for the Project.

2.2 The Parties hereby undertake to participate in the EOI Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected as vendor and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Contract Agreement with the Contracting Authority and for performing all its obligations as the Warehouse Partner in terms of the Contract Agreement for the Project.

4. Role of the Parties

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

Party of the First Part shall be the Lead member of the Consortium (Financial Member /Operation and Maintenance Member/ Other Member of the Consortium of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding, remaining parties shall be (Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);

Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective;

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the “EOI” and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of:

(i) Lead member will have the majority stake of the subscribed and paid up equity share capital of the SPV;

(ii) Minimum 10%(ten percent) of the subscribed and paid up equity share capital of the SPV for each of the other members and,

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 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.

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

7. 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 favor of the person executing this Agreement for the delegation of power and authority to

execute this Agreement on behalf of the Consortium Member 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 fulfilment 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 Consortium. However, in case the Consortium 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
DELIVERED

SIGNED, SEALED AND

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

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 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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium 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.

Annexure VIII
ACKNOWLEDGEMENT

1. I/We hereby acknowledge that we have read and understood the contents under Chapters and Annexures forming part of EOI document No..... Pages from to).

2. I/We hereby further acknowledge that we have consented to be deemed on our part for signing of each and every page of EOI Document from Page No..... to Page No..... though these pages have not been signed by me/us physically.

3. In token of my acceptance, I/We have signed this acknowledgement.

Yours faithfully,

Date : _____

Signature and Seal of the Vendor

Place : _____