

ENGAGEMENT OF BUSINESS ASSOCIATES FOR PROMOTION OF DOMESTIC CARGO LOGISTICS

1.0 INTRODUCTION & OBJECTIVE:

- 1.1** CONCOR has a network of 54 (Pure Domestic 17, Mixed 37) Domestic Terminals spread throughout the country, in addition to this CONCOR is also providing services from CRTs and Private Sidings. It is also offering tailor-made logistics to meet specific needs of the customer and is providing door-to-door services. CONCOR is also placing rakes at Container Rail Terminals (CRTs) and private sidings of the customers.

Over the past few years **Container Corporation of India Limited (CONCOR)** has been offering freight forwarders in India an opportunity to safely and speedily transport their cargo between major centers of production and consumption. CONCOR offers growth opportunity, in the form of '**Business Associates**', to reputed freight forwarders/transport companies, with National/Regional network to integrate their services with CONCOR to be more competitive in a globalized economy. For which CONCOR has a Business Associate (BA) Policy.

In order to enhance Business Opportunities/ market share and to develop new streams of traffic; CONCOR has revised its existing Business Associate Policy.

Extant Circulars/Policies issued with respect to tariff, free-time, transportation charges etc. issued from time to time will be applicable to all BAs.

- 2.0 DEFINITIONS:** The following expressions shall have the meaning as hereinafter defined, unless where the context requires otherwise.
- 2.1 BUSINESS ASSOCIATE:** The freight forwarder / transporter / company whom CONCOR has appointed as '**Business Associate**' on Pan India basis to integrate rail and road services for providing complete logistics to the customers.
- 2.2 TERMS AND CONDITIONS:** Terms and Conditions means terms and conditions as stipulated in the Policy.
- 2.3 ROAD RATES:** Road rates means road-bridging tariff notified by terminal which will be applicable to all Business Associates for transportation of containers from the respective terminals.
- 2.4 PCTO:** Private Container Train Operator.
- 2.5 CRT:** Container Rail Terminal (Notified by Indian Railways).
- 2.6 PFT:** Private Freight Terminal.
- 2.7 Private Siding:** Rail siding not owned by CONCOR for which co-user permission is available.

- 2.8 TSC:** Means container storage/service charges payable as per notified tariff of respective terminal.
- 2.9 Handling Charges:** means, charges payable for handling of containers, notified from time to time by CONCOR/Terminals.
- 2.10 Public Tariff (Chassis to Chassis):** Chassis to Chassis rail rates will be per container basis for different loadability as indicated in public notification issued from time to time by CONCOR. These rates exclude charges for stuffing/destuffing of cargo, service tax, statutory levies and other taxes and duties, which are to be separately charged by CONCOR, as applicable and revised from time to time. Rates for new destinations, as and when required, would be provided on request if services are available.
- 2.11 FEUs:** Forty Feet (40')/Forty Five Feet (45') Equivalent Units of container to carry the goods.
- 2.12 TEUs:** Twenty /Twenty Two Feet Equivalent Units of container to carry the goods.
- 2.13 Container:** Means TEU or FEU, including normal, high cube, special containers.
- 2.14 Forwarding Note:** Forwarding Note means 'Standard Form' of offer for transportation of goods which will contain details of cargo and consignee/consignor, and other details like TIN etc. for booking of containers.
- 2.15 Deficiency in Service:** An act or omission in providing logistic service to customer which results in claim or causes customer dissatisfaction and loss of reputation to CONCOR.
- 2.16 Legal Obligation:** Observance of all laws/rules (including labour laws) relating to transport/logistic services offered by CONCOR and Business Associates.
- 2.17 Penal Charges:** Charges to be collected as penalty for delaying the delivery/stuffing/destuffing of the goods detention of rake, mis-declaration, storage of hazardous commodities, as per rates issued from time to time by CONCOR/Railways.
- 2.18 Other Charges:** Other charges will include TSC/Handling Charges/ Wharfage, service tax etc.
- 2.19 Customer:** Any person who is desirous of using CONCOR services, and or uses CONCOR services for transporting/warehousing the goods directly or through Business Associates.
- 2.20 Pre-Deposit Account:** Account maintained by Business Associates with CONCOR for payment of freight and other charges.

- 2.21 Claim:** Claim/demand raised by the customer for deficiency in service or damages/loss of goods or any injury to customer or third party resulting from the services offered by the Business Associates or CONCOR as the case may be.
- 2.22 Destination:** Terminal/CRT/Private rail sidings for which CONCOR is offering services.
- 2.23 Terminal:** CONCOR Terminal used for loading/unloading/ stuffing/destuffing and booking of cargo/containers.
- 2.24 Free Time:** Time allowed for stuffing / destuffing of containers, booking/delivery of container and time allowed for factory stuffing/destuffing as per CONCOR instructions issued from time to time for each terminal.
- 2.25 Annual Time Period:** From 1st April to 31st March (Financial Year).
- 2.26 Right for exclusive circuit/route:** As defined under clause number 10.0
- 2.27 MGT:** Minimum Guaranteed Traffic as defined under Clause 8.1.
- 3.0 Classifications of Business Associates:** CONCOR's Business Associates will be classified in four categories as under:
- 1. Platinum Category**
 - 2. Gold Category**
 - 3. Silver Category**
 - 4. Bronze Category**

The Business Associates registered with CONCOR under above categories are free to offer traffic in any CONCOR terminal/terminals of other parties having agreement with CONCOR, Container Rail Terminals (CRT) of Indian Railways, PFTs and Private Sidings not owned by CONCOR.

4.0 MINIMUM ELIGIBILITY CRITERIA:

'**Business Associates**' will be chosen on the basis of their experience, turnover, national network and business association with CONCOR as per BA policy.

- 4.1 Experience:** Party having experience of Freight Forwarding or transportation are eligible for registering as '**Business Associate**'. For this purpose, the party should furnish supporting documents regarding experience of Freight Forwarding or transportation.

4.2 Minimum Average Turnover:- Freight Forwarders or transporters are eligible for registering as '**Business Associates**' if their annual turnover from the business of **freight forwarding and/or transportation is Rs. 2 crores and above.** For this purpose, the party should furnish the Annual reports/Balance Sheet & P/L account duly certified by CA for the last two financial years

AND

They have booked minimum TEUs per annum during the last preceding year with CONCOR as follows:

Category			
BRONZE	SILVER	GOLD	PLATINUM
≥ 1001 TEUs to 3000 TEUs per annum	≥ 3001 TEUs to 6000 TEUs per annum	≥ 6001 TEUs to 12000 TEUs per annum	≥ 12001 TEUs per annum

For this purpose, the party should furnish the booking details duly certified by terminal incharge for the last financial year.

NOTE:-(A) New Application will only be registered in BRONZE category. Existing Business Associate can apply for SILVER/GOLD/ PLATINUM Category as per the above criteria.

(B) For Platinum & Gold category: BAs registered under Platinum and Gold category has to conduct business exclusively with CONCOR for which he has to execute a bond as per Annexure-A. The firm/company or any associate/sister concern in which one of the directors is common/having common interest in this category will not be allowed to conduct business with any competitor/PCTO.

4.3 Earnest Money (EMD): Freight forwarders/transporters desirous of getting themselves registered as '**Business Associates**' will be required to submit Earnest Money (EMD) of Rs. TWO (02) Lakhs in the form of a Bank Draft or Pay order drawn in favour of "**Container Corporation of India Ltd.**" and payable at New Delhi.

Unsuccessful parties' Earnest Money will be refunded / returned as promptly as possible without any interest.

The Earnest Money of the successful parties will be adjusted against Security Deposit. For others, it will be refunded. However, the Earnest Money will be forfeited, in case, the parties declared successful by CONCOR refuse to work as '**Business Associates**' and fail to sign the agreement.

4.4 Additional Information: Kindly attach copy of PAN and any one or all of Excise registration/Sale Tax/VAT/SERVICE Tax/GST registration.

4.5 Proof of Registration-: The Applicant, who are the constituents of a Firm, Company, Association/or Society, must enclose self attested copies of the constitution of their Firm/Company/Association or Society, Partnership deed and/or Power of Attorney. Co-operative societies must submit a self attested copy of the certificate of registration along with the documents mentioned earlier. If the applicant is proprietary firm, it shall be signed by the proprietor with his full name and the name of his firm with its current address

5.0 EVALUATION OF APPLICATION:

The Business Associate application will be examined to determine whether they are complete in all respects, viz.:

- All requisite documents have been properly signed, stamped and enclosed.
- Undertaking has been submitted (wherever required).
- Earnest Money of Rs.2 Lakhs is submitted.
- The party meets the required eligibility criteria.

The application for registration as Business Associate can be submitted along with all requisite documents on any working day in the office of **Executive Director / Director, Domestic Division, CONCOR Bhawan, C-3, Mathura Road, New Delhi – 110 076**. Applications not accompanied with Earnest Money, will not be considered.

CONCOR reserves the right to reject the application / cancel the registration of any Business Associate in view of overall business interests of CONCOR.

6.0 Security Deposit: The successful parties registering for Category Platinum, Gold, Silver and Bronze will be required to submit Security Deposit as under:-

Category	Rupees
Platinum	50 Lakhs-1 Crore
Gold	15 Lakhs-25 Lakhs
Silver	10 Lakhs-15 Lakhs
Bronze	5 Lakhs-10 Lakhs

The security deposit may be submitted in the form of Bank Guarantee (As per Annexure-C, Specimen of Bank Guarantee for Security Deposit) / Cheque/ Demand Draft/Pay Orders, which would be valid up to three months after expiry of the Agreement and will not be terminal specific. In case the contract is extended for further period, the validity of the Security Deposit instrument will be accordingly extended by the Business Associate by an equivalent duration of time. No interest shall be allowed or paid on the security deposit.

The security deposit shall, subject to any deductions that may be made there from, be returned to the Business Associate within four calendar months after termination or discharge of the Agreement and on issuance of "No Dues Certificate" by the Respective Terminals.

7.0 COMMITMENT FROM BUSINESS ASSOCIATES: 'Business Associates' will be obliged to offer minimum volumes as mentioned in para 8. If Business Associate continues to fail to achieve the total yearly target they may lose the status of registered category & will be treated as per respective eligible category.

'Business Associates' will be obliged to pay transportation surcharge to CONCOR for road bridging for self transportation service rendered by them to their customers as per the tariff applicable at the terminal from time to time. 'Business Associate' will also render transport services to CONCOR customers wherever required by CONCOR.

Business Associate has to sign and submit UNDERTAKING as per Annexure-A

8.0 MINIMUM GUARANTEED TRAFFIC and OTHER OBLIGATIONS:

8.1 The 'Business Associates' registered under different categories will be required to offer Minimum Guaranteed Traffic (MGT) per annum as mentioned below:

SL. No.	Classification of BA	Minimum Guaranteed Traffic (Originating Booking)
1.	Platinum	≥ 12001 TEUs/FEUs per annum
2.	Gold	≥ 6001 to 12000 TEUs/FEUs per annum
3.	Silver	≥ 3001 to 6000 TEUs/FEUs per annum
4.	Bronze	≥ 1001 to 3000 TEUs/FEUs per annum

8.2 Incentives for realization of targets will be as follows: -

Platinum	-	Rs. 1000/- per TEU/FEU
Gold	-	Rs. 800/- per TEU/FEU
Silver	-	Rs. 500/- per TEU/FEU
Bronze	-	Rs. 400/- per TEU/FEU

NOTE:

(A) No BA discount will be paid on special tariff which excludes BA discounts.

(B) Incentives as mentioned above will be disbursed on Quarterly basis by respective regions.

(C) Per Quarter proportionate MGT (Minimum Guaranteed Traffic) has to be offered by BA as per respective category.

(D) In case Business Associate is unable to achieve minimum loading for the registered Category, as mentioned above, they will get discount/incentive under the respective category under which he qualifies for that particular quarter. Final reconciliation will be done at the end of the year on aggregate volumes of all the

quarters of that year and payment/recovery of differential amount of incentive will be done accordingly.

(E) In case, BA registered under Bronze category fails to achieve the Minimum Guaranteed Traffic, he will be paid incentive as per the volume discount scheme applicable for non-BAs.

8.3 The '**Business Associate**' will be entitled to book containers for all the streams for which CONCOR is offering services. Nevertheless, new services can be started if train load of 80/90 TEUs is offered from any terminal.

8.4 The '**Business Associate**' shall make proper canvassing at his own costs for marketing of CONCOR Services in the catchment area of the terminal for which he is engaged.

8.5 The Business Associate will not act in any manner to divert CONCOR customers/cargo to other competitor/PCTO

9.0 BENEFITS TO BUSINESS ASSOCIATES:

The following benefits will accrue to the '**Business Associates**':

9.1 No separate BG is required to be submitted by Business Associates for self transportation of containers at CONCOR terminals.

9.2 A customer may be allowed to book containers through CONCOR at its sole discretion.

9.3 Priority in booking and clearance up to 70% of train capacity subject to priority within various '**Business Associates**'.

9.4 Entitled for making use of their own vehicles for road bridging at either or both ends. To ensure transparency in the interest of customers, Road Rates will be made public by the Business Associates.

9.5 Entitled for transporting CONCOR containers/cargo for road bridging.

9.6 The Business Associates shall be entitled to participate in limited tenders floated by CONCOR for providing various logistics services. In such case, however, the Business Associate will have to comply with all terms and conditions of the respective tender.

9.7 CREDIT FACILITY: The Business Associate shall be entitled to avail credit facility for payment of CONCOR dues.

BA offering more than 200 TEUs: Enhanced credit facility is offered to Business Associates who have offered above 200 TEUs per month, as shown below:

Average No. of TEUs booked per month	Credit limit per month
201 – 500 TEUs	Rs. 50 Lakhs to Rs.1 Crore
501-1000 TEUs	Rs. 75 Lakhs to 1.5 Crore
1001 – 1500 TEUs	Rs. 1 Crore to Rs. 2 Crore
1501- 2000 TEUs	Rs. 2 Crore to 3 Crore

> 2000 TEUs -	Rs. 3 Crore to 5 Crores
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Note – Credit above Rs. 5 Crores can be considered only as a special case looking into business volumes offered during previous year.

The Business Associate shall submit Bank Guarantee (As per Annexure-D, Specimen of Bank Guarantee for Availing Credit Facility.) equivalent to the credit amount to be availed. BG submitted for performance as Business Associate will not be adjusted.

The enhanced credit facility is valid from and will be reviewed on yearly basis.

Business Associates interested in availing enhanced credit facility may submit requisite Bank Guarantee of the credit limit desired at **Corporate Office** within stipulated time.

9.8 CATEGORY WISE PRIVILEGE OFFER: The following privileges will be given for different category of Business Associate.

Category			
BRONZE	SILVER	GOLD	PLATINUM
Priority in booking and clearance of containers up to 70% of train capacity for less than train loading subject to priority within various 'Business Associates' .	Over & above BRONZE Category Priority	Over & above SILVER Category Priority	Over & above GOLD Category Priority
Priority in allotment of empty containers.	Over & above BRONZE Category Priority	Over & above SILVER Category Priority	Over & above GOLD Category Priority
Nil	Nil	Exclusivity of circuit	Exclusivity of circuit
Nil	Nil	Priority in allotment of rake.	Priority in allotment of rake.
Credit Limit per month- (As per Clause -9.7).	Credit Limit per month- (As per Clause - 9.7)	Credit Limit per month- (As per Clause - 9.7)	Credit Limit per month- (As per Clause - 9.7)

10.0 Right for exclusive circuit/route:

10.1 Circuit consists of Originating-Destination (OD)/round trip as mutually agreed by CONCOR and Business Associate (Platinum and Gold Category). CONCOR will allow booking of traffic in the defined circuit exclusively for said BA and no other BA/Freight Forwarder will be allowed to book on this circuit. However, the customer (actual owner) of cargo can directly book through CONCOR in the circuit.

10.2 Circuit should be either for new traffic or existing traffic wherein said BA will give mutually agreed Minimum Guaranteed Traffic (MGT) per annum which will be increased by 5% per annum. For example: MGT for 1st year is 1000 TEUs, 2nd year MGT will be 1050 TEUs, 3rd year MGT will be 1105 TEUs and so on.

(A) Exclusivity of circuit/route for the existing stream of traffic :-

The eligible BA need to apply to CONCOR giving the details as below:

- (i) Cargo Description along with Cargo Owner details viz. Name, Address, Contact No., etc.
- (ii) Destination to which cargo is to be sent.
- (iii) Whether cargo is going in the name of the same party or a different party i.e. whether the Consignor and Consignee are same or are different entities.
- (iv) Existing traffic for last one year.
- (v) Traffic Potential and Projection.
- (vi) MGT i.e. Minimum Guaranteed Traffic offered.
- (vii) Period/Duration for which exclusivity is required.
- (viii) Consent of the cargo owner giving their willingness to book their cargo through said Business Associate for entire existing traffic, along with future growth projections. Without consent letter of cargo owner the request for Right for exclusive circuit/route will not be considered.

For the existing stream of traffic, the BA along with the cargo owner (Consignor/Consignee) need to enter into a Tripartite Agreement with CONCOR for the proposed period of exclusivity at mutually agreed MGT.

(B) Exclusivity of circuit/route for new stream of traffic :-

The eligible BA need to apply to CONCOR giving the details as below:

- (i) Cargo Description along with Cargo Owner details viz. Name, Address, Contact No., etc.
- (ii) Destination to which cargo is to be sent.
- (iii) Whether cargo is going in the name of the same party or a different party i.e. whether the Consignor and Consignee are same or are different entities.
- (iv) Traffic Potential and Projection.
- (v) MGT i.e. Minimum Guaranteed Traffic offered.
- (vi) Period/Duration for which exclusivity is required.

For new stream of traffic, which CONCOR is not presently carrying, exclusivity can be given with or without consent of the cargo owner wherein bipartite/tripartite

Agreement need to be signed for the proposed period of exclusivity at mutually agreed MGT.

- (C) In case the BA fails to offer the MGT for consecutively three months, CONCOR reserves the right to revoke the Right for exclusive circuit/route of BA. In case of shortfall in MGT, the BA has to pay to CONCOR twenty five percent (25% of shortfall in MGT X applicable tariff) for the said period.
- (D) In case more than one BA applies for the same circuit than BA who offered the maximum MGT will be given the Right for exclusive circuit/route.
- (E) No exclusivity will be given for movement between CONCOR Terminal to CONCOR Terminal. However, exclusivity will be permissible for movement between CRT/Pvt. siding/PFT to CONCOR terminal and vice-versa and also from one CRT/Pvt. siding/PFT to another CRT/Pvt. siding/PFT.
- (F) CONCOR reserves the right to accept/reject any proposal.

11.0 TERMS OF ENGAGEMENT:

11.1 PERIOD OF CONTRACT: The 'Business Associate' will be appointed up to 03 years from the date of signing of the agreement. The tenure can be extended, if mutually agreed upon, for a further period of (03) three more years at the sole discretion of CONCOR.

11.2 TARIFFS & SERVICES: CONCOR will be free to quote freight rates/public tariff and other charges and may also revise the same from time to time. Similarly, the destinations to be served may also increase or decrease as per operational/business requirements at the sole discretion of CONCOR. No claims or compensation whatsoever would be entertained by CONCOR in this regard for any disruptions or discontinuation of existing services/streams or introduction of a new stream or revision of freight and other charges.

11.3 CENTRALISED PRE DEPOSIT ACCOUNT (CPDA): 'Business Associates' will collect all dues from the customer. The 'Business Associates' will have 'Central Pre Deposit Account (CPDA)' for clearing all CONCOR dues pertaining to the services being utilized by the Business Associates.

11.4 FREE TIME FOR STUFFING/DESTUFFING: The time taken in excess of free time for stuffing/destuffing will attract levy of Terminal Service Charge (TSC) applicable from time to time at the respective terminal.

11.5 COMMERCIAL ACTIVITIES: Booking and transportation of containers by CONCOR is governed by the provisions of Indian Railways Act 1989. Besides, CONCOR has its own commercial and operational policies related to penalties on overloading,

detention of rakes, misdeclaration, storage and movement of hazardous commodities etc. that would be applicable and the '**Business Associate**' is expected to get himself apprised of the same. Ignorance in this regard will not be taken as a valid reason to waive charges, if any, imposed on the '**Business Associates**' under any of the above policies.

The '**Business Associates**' will not be entitled to cover the traffic of corporate groups likes Nestle, IOCL, etc. with whom CONCOR has direct contractual relations for transport of goods.

- 11.6 CLAIMS:** The '**Business Associates**' will be under obligation to settle the claim raised by the customer for any deficiency in services rendered by '**Business Associates**'. However, CONCOR will be responsible for claims arising out of the services rendered by it. Claim settlement will be undertaken by the '**Business Associates**'. However, CONCOR may reimburse '**Business Associate**' to the extent it is liable as a carrier / terminal operator, as per extant CONCOR rules.
- 11.7 INDEMNITY:** The '**Business Associates**' will indemnify CONCOR for any losses, whatsoever, directly or indirectly resulting from the services offered by them to CONCOR's customer. '**Business Associates**' will also reimburse any legal expense which CONCOR might have to incur for defending any case arising from the services rendered by '**Business Associate**'. The said legal expenses, if not, reimbursed will be deducted from security amount.
- 11.8 LEGAL OBLIGATIONS:** '**Business Associates**' will be obliged to observe all rules and laws relating to transport / logistics services and will indemnify CONCOR if it is found responsible for any breaches /violation committed by them.
- 11.9 USE OF GOODWILL:** The '**Business Associates**' will not make any un-authorized use of CONCOR's goodwill / logo during the currency of the agreement or otherwise.
- 11.10 EXIT CLAUSE:** '**Business Associates**' and CONCOR will be free to exit from the responsibilities of this agreement by serving a three months notice. However, '**Business Associates**' will continue to be responsible for any liability, whatsoever, attributable to their conduct for the business done during the period before termination of the agreement. The termination would not invite any financial liability on CONCOR.
- 11.11** CONCOR reserves the right to terminate the Agreement immediately, if it is found that the Business Associate is indulging in activities either individually or in association with other private players, which may be construed to be injurious to CONCOR's interest.
- 11.12** CONCOR reserves the right to make any amendment in the Business Associate scheme during the currency of the Agreement.
- 11.13 ADJUDICATION:** This policy shall be construed and governed according to the Laws of the Union of India and the Courts of India alone shall have exclusive

jurisdiction of any dispute arising concerning the execution and interpretation thereof and any action arising there from in Courts at Delhi only.

12.0 ARBITRATION:

12.1 Any dispute between the '**Business Associate**' and CONCOR is to be resolved amicably by mutual consultations or through the good offices of the **Director Domestic/CONCOR**. However, if such resolution is not possible, then, the unresolved disputes or differences shall be referred to the Arbitration, as per the Arbitration and Conciliation Act 2015 and as amended from time to time. The award of arbitrator shall be binding upon both parties to the dispute.

12.2 The services under this Agreement shall be continued during the Conciliation/arbitration proceedings, unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

13.0 FORCE MAJEURE: The terms and conditions of this agreement shall be subject to Force Majeure. Neither CONCOR nor the Business Associate shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of;

13.1 Any war of hostilities;

13.2 Any riot or civil commotion;

13.3 Any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport.

Any strike or lockout (only those exceeding 7 continuous days in duration) affecting the performance of the obligations of Business Associate or CONCOR.

13.4 To invoke this clause, it is obligatory on the affected party to inform the other party within 24 hours of the occurrence of force-majeure, about the incidence of force majeure.

14.0 NUMBER OF BUSINESS ASSOCIATES: Any number of '**Business Associates**' can be engaged for any terminal subject to fulfillment of stipulated conditions. There will be no upper limit for appointing of '**Business Associates**'. Registration of Business Associates will be permitted throughout the year with applications being considered in the month of April, July, October and January every year.

Note: For any queries the following officers can be contacted:

- 1) Mr. A. Vaasudeva Rao, Executive Director (Domestic & Commercial) / Phone: 41673128.
- 2) Mrs. Meeta Behera, Sr. Manager / Domestic/ Phone: 41673090.

ANNEXURE-A

SPECIMEN OF UNDERTAKING ON COMPANY'S LETTER HEAD.

UNDERTAKING for GOLD AND PLATINUM CATEGORY BUSINESS ASSOCIATE

Whereas the party of part (intending BA) had represented to the CONCOR that in the event of its being selected, it will conduct the business of rail transport of container with CONCOR only for the concerned circuit/route, and will not associate, directly or indirectly, either individually or by a sister concern/associate, with other PCTO for rail transportation of containers, and will be liable for termination of the agreement with forfeiture of the BA discount for the year in case of the violation of this offer.

For Business Associate

Date:

Signature.....

Name of Authorized Representatives.....

Company Seal

ANNEXURE-B

**SPECIMEN OF DETAILS TO BE PROVIDE ON COMPANY'S LETTER HEAD AT
THE TIME OF APPLYING FOR BA REGISTRATION.**

1. NAME OF COMPANY:
2. REGISTERED ADDRESS:
3. PHONE NUMBER:
4. FAX:
5. EMAIL
6. CORRESPONDENCE ADDRESS:
7. CONTACT PERSON NAME:
(In the Capacity of)
8. MOBILE NUMBER
9. EMAIL:

ANNEXURE-C

SPECIMEN OF BANK GUARANTEE FOR SECURITY DEPOSIT

BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd. acting through the Chairman & Managing Director having its registered office at C-3 , Mathura Road ,New Delhi agreed to permit(name of firm) having its registered office at to act as Business Associate on the terms and conditions of the Agreement numberdated..... made between Container Corporation of India Ltd and M/s(name of firm) on production of a Bank Guarantee for Rs..... . (Rupees..... only).
2. We,..... (Name & Address of Bank) (here in after referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs.against any loss or damages caused to or suffered or would be caused to or suffered by the Container Corporation of India Ltd. by reason of any failure on the part of Business Associate to act in contravention of the terms & conditions contained in the said agreement.
3. We ,..... (Name & Address of Bank), do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Director Domestic, Container Corporation of India Ltd. represented by Executive Director /Domestic, Corporate Office 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 Business Associate to perform as per the above mentioned Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the Bank under this guarantee. However our liability under guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).
4. We ,..... (Name & Address of 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 claims satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us

in writing on or before three months after the date of completion of the Agreement, we shall be discharged from all liability under this guarantee thereafter.

- 4.1 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 **three** month of the date of expiry of the Agreement and no claim shall be valid under this Agreement unless notice in writing thereof, is given by the Container Corporation of India Ltd. within three months from the date aforesaid.
- 4.2 Provided that we,..... (Name & Address of Bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 4 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 the Container Corporation of India Ltd. If the guarantee is not renewed or the period extended on demand, we, Bank Branch shall pay Container Corporation of India Ltd the full amount of the guarantee on demand and without demur.
5. We,..... (Name & Address of 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 our obligations hereunder to vary any of the terms & conditions of the said Agreement from time to time or to postpone for any time or from time to time any of the power exercisable by the Container Corporation of India Ltd. against the said Business Associate and to forebear or enforce any of the Terms and Conditions of the said Agreement & we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Business Associate or for any forbearance, Act or omission 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.
6. This guarantee will not be revoked by any change in the constitution of the Bank and/ or of the surety.
7. We Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Container Corporation of India Ltd. in writing.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs..... /- (Rupees only).
- b) This Bank Guarantee shall be valid up to, and

- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if, and only if, you serve upon us a written claim or demand on or before

Dated the Day of2017.

OFFICER'S SIGNATURE WITH BANK SEAL DATE

ANNEXURE-D

SPECIMEN OF BANK GUARANTEE FOR AVAILING CREDIT FACILITY.

BANK GUARANTEE

- 8. In consideration of Container Corporation of India Ltd. acting through the Chairman and Managing Director having its registered office at C-3 , Mathura Road ,New Delhi agreed to permit (name of firm) for availing credit facility on the terms and conditions of the Agreement No..... dated..... made between Container Corporation of India Ltd and M/s(name of firm) on production of a Bank Guarantee for Rs..... (Rupees..... only). We,..... (Name & Address of Bank) (here in after referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs. against any loss or damages caused to or suffered or would be caused to or suffered by the Container Corporation of India Ltd. by reason of any failure on the part of (name of firm) to act in contravention of the terms & conditions contained in the said Agreement.

- 9. We,..... (Name & Address of Bank), do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Director Domestic, Container Corporation of India Ltd. represented by Executive Director /Domestic, Corporate Office 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 (name of firm) to perform as per the above mentioned Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the Bank under this guarantee. However our liability under guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

- 10. We,..... (Name & Address of 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 claims satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us

in writing on or before three months after the date of completion of the Agreement, we shall be discharged from all liability under this guarantee thereafter.

10.1 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 **three** month of the date of expiry of the Agreement and no claim shall be valid under this Agreement unless notice in writing thereof, is given by the Container Corporation of India Ltd. within three months from the date aforesaid.

10.2 Provided that we,..... (Name & Address of Bank)unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 4 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 the Container Corporation of India Ltd. If the guarantee is not renewed or the period extended on demand, we, Bank Branch shall pay Container Corporation of India Ltd the full amount of the guarantee on demand and without demur.

11. We,..... (Name & Address of 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 our obligations hereunder to vary any of the terms & conditions of the said Agreement from time to time or to postpone for any time or from time to time any of the power exercisable by the Container Corporation of India Ltd. against M/s..... (name of firm) and to forebear or enforce any of the Terms and Conditions of the said Agreement & we shall not be relieved from our liability by reason of any such variation or extension being granted to (name of firm) or for any forbearance, Act or omission 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.

12. This guarantee will not be revoked by any change in the constitution of the Bank and/ or of the surety.

13. We Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Container Corporation of India Ltd. in writing.

Notwithstanding anything contained herein:

d) Our liability under this Bank Guarantee shall not exceed Rs..... /- (Rupees only).

- e) This Bank Guarantee shall be valid up to, and
- f) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if, and only if, you serve upon us a written claim or demand on or before

Dated the Day of2017.

OFFICER'S SIGNATURE WITH BANK SEAL DATE

ANNEXURE-E

SPECIMEN OF AGREEMENT

AGREEMENT BETWEEN M/sand CONCOR

BUSINESS ASSOCIATE AGREEMENT NO. CON/DD/B.A./2017/

An Agreement made this day of 2017 between the Container Corporation of India Ltd. (A Govt. of India Enterprise, Ministry of Railways), CONCOR Bhawan, C-3, Mathura Road, New Delhi – 110 076 (herein after called CONCOR which expression shall be deemed to include their respective executors, administrators, legal representatives, successors and assignees) and represented by **Director/ Domestic Division, CONCOR, New Delhi** on the one part AND (herein after called Business Associate which expression shall be deemed to include their respective executors, administrators, legal representatives, successors and assignees) and represented by on the other part for the purpose of appointment as Business Associate for promotion of Domestic Cargo Logistics as per the scope of work, terms and conditions as specified in the Business Associate Policy – 2017, which forms an integral part of this Agreement.

The validity of this Agreement will be for a period of years w.e.f. to

In witness thereof, the parties have set and subscribed their hands in presence of the witnesses mentioned below.

For Business Associate

**Senior Manager / Domestic
For Container Corporation of India Ltd.**

Witness:

Witness:

1.

1.

2.

2.