

MODEL REGISTRATION DOCUMENT

FOR

EMPANELMENT OF SERVICE PROVIDERS FOR
CUSTOMS, CARGO & CONTAINER FACILITATION

AT

_____ TERMINAL UNDER BUSINESS SOLUTION



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

Registration Document for Empanelment of Service Providers at Terminal under Business Solution Model

BACKGROUND

Container Corporation of India Ltd. (CONCOR) is India's largest intermodal logistics Navratna Public Sector Enterprise under Ministry of Railways having the **largest network of 64 ICDs/CFSS** in India. The company's objective is to develop and provide multi modal logistics support for India's international and domestic cargo. CONCOR moves cargo by rail and road, operates ICDs and CFSS. Over the years, CONCOR has diversified into several logistics activities such as Container Port Operations, Operations & Management of Air Cargo Complexes, Air Freight Stations, Warehousing, Logistics Parks, Supply Chain Management, etc.

CONCOR is providing end to end services to the customers, as a single window solution, to meet out their all logistics requirement in a cost effective & efficient manner. CONCOR has developed a Digital App to provide END to END Logistics support to the customers. With the help of this mobile app, there will be an option to choose the service provider offering the least tariff from a panel of service providers empanelled with CONCOR for various services through a process of competitive bidding. CONCOR is empaneling the interested agencies as "Services Providers" for Customs, Cargo & Container facilitation.

CHAPTER – I

INSTRUCTIONS FOR INTERESTED AGENCIES

Container Corporation of India Ltd. (CONCOR), a Govt. of India undertaking, invites an application for registration from interested Agencies for empanelment at the **(Terminal*)** as "Service Provider" for Customs, Cargo & Containers facilitation under Business Solution Model. The interested Agency must read these instructions before submitting the documents.

1. Document will be provided free of cost.
2. Interested Agencies are required to submit **Notarized/Self-Attested copies** of the following documents:-

2.1 Licensed Customs Broker:

- a) Copy of Customs Broker License
- b) Copy of F Card / G Card
- c) Copy of PAN card
- d) Experience Certificate for clearance of Import/Export cargo/containers from Customs in any of the two previous financial years (2019-20 & 2020-2021) and current year up to date of submission of registration document in the same name/firm composition in which he is applying for this registration.
- e) Copy of GST registration.

2.2 Shipping Lines/Freight Forwarders/CONCOR's existing Contractors/CONCOR's existing Business Associates/Associate Partners:

- a) Experience Certificate for dealing with 120 TEUs/1560 MTs of Export/Import/Domestic cargo/containers at CONCOR's Terminal (s)/location (s) in any of two previous financial years (2019-2020 & 2020-2021) and current year up to date of submission of registration document in the same name/firm composition in which he is applying for this registration. The experience should be at any of CONCOR's terminal/location within same "Group of Terminals" where the agency is interested for registration/empanelment. Annexure-VI (as amended from time to time) may be referred for "Group of Terminals".
Note: (Existing contractors of CONCOR can submit notarized/self-attested photocopies of Experience Certificate issued by CONCOR).

- b) Documents regarding Single Legal Entity. (Reference: Chapter-II, Para 1.1.2)
- c) Copy of Pan card
- d) Copy of GST registration
- e) Copy of registration for PF & ESI Code (if and as applicable).

Note: In cases where PF & ESI Registration is not applicable, the agency may submit an undertaking clearly stating the specific reasons for the same. Agency will also undertake that they will be solely responsible in case of any dispute/claim/recovery/payment on account of non-compliance of PF & ESI laws and in case of default, CONCOR is free to take action against the agency which may include dis-empanelment/debarring/banning of business dealing etc. by the Tender Accepting Authority, as deemed fit.

- f) Annexure IV & V, wherever applicable.

2.3 Agencies (other than mentioned at Sr. 2.1 & 2.2 above) offering various services such as Fumigation, Palletization, Lashing/Choking, Packing/Re-packing, Labelling, Container Cleaning or any other similar services etc.

- a) Experience Certificate for dealing with 120 TEUs/1560 MTs of Export/Import/Domestic cargo/containers at CONCOR's Terminal (s)/location (s) in any of two previous financial years (2019-2020 & 2020-2021) and current year up to date of submission of registration document in the same name/firm composition in which he is applying for this registration. The experience should be at any of CONCOR's terminal/location within the same "Group of Terminals" where the agency is interested for registration/empanelment. Annexure-VI (as amended from time to time) may be referred for "Group of Terminals".

Note: (Existing contractors of CONCOR can submit notarized/self-attested photocopies of Experience Certificate issued by CONCOR).

- b) Documents regarding Single Legal Entity. (Reference: Chapter-II, Para 1.1.2)
- c) Copy of Pan card
- d) Copy of GST registration
- e) Copy of registration for PF & ESI Code (if and as applicable).
- f) Security Deposit (Please refer Chapter-II, Para 3 and Para 4, 4.1)

Note: In cases where PF & ESI Registration is not applicable, the agency may submit an undertaking clearly stating the specific reasons for the same. Agency will also undertake that they will be solely responsible in case of any dispute/claim/recovery/payment on account of non-compliance of PF & ESI laws and in case of default, CONCOR is free to take action against the agency which may include dis-empanelment/debarring/banning of business dealing etc. by the Tender Accepting Authority, as deemed fit.

- g) Annexure IV & V, wherever applicable.

- 3. a) The agency has to submit notarized or self-attested declaration (Reference: Chapter-II, Para 6).
- b) The agency has to submit notarized or self-attested certificate (Reference: Chapter-II, Para 1.3)
- 4. Registration document, comprising all the chapters should be duly signed and embossed with official seal by the agency or any authorized representative to sign on behalf of the agency.
- 5. The Contract would be awarded subject to the approval of the Jurisdictional Commissioner of Customs, wherever applicable.
- 6. The agency empanelled as "Service Provider" at any one terminal of the group will be allowed to work at all the terminals/locations of the same group. Annexure-VI (as amended from time to time) may be referred for "Group of Terminals".

***To be defined by respective terminals where empanelment will be done.**

CHAPTER II

DOCUMENT CONDITIONS

1. MINIMUM ELIGIBILITY CRITERIA:-

The agency, participating in this registration process should possess the following minimum pre-qualification/eligibility criteria:-

1.1 For Customs Brokers (CHAs): The agency should have valid Customs Broker License in its name.

For other Agencies: Shipping Lines/Freight Forwarders should be registered in CONCOR's commercial system at any of the terminal within same "Group of Terminals" where the agency is interested for registration/empanelment. Contractor should be existing contractor of CONCOR at any of the terminal within same "Group of Terminals" where they are interested for registration/empanelment. Business Associates/Associate Partners should be engaged & registered with CONCOR as "Business Associate"/ "Associate Partners" under CONCOR's Business Associates Policy – 2017/Associate Partners Policy - 2020, as amended from time to time.

For Agencies (other than mentioned in previous Paras of Sr. No. 1.1 of Chapter II) offering various services such as Fumigation, Palletization, Lashing/Choking, Packing/Re-packing, Labelling, Container Cleaning or any other similar services etc.: The agency should be involved in providing the services such as Fumigation, Palletization, Lashing/Choking, Packing/Re-packing, Labelling, Container Cleaning or any other similar services etc. at any of the CONCOR terminals/locations within same "Group of Terminals" where they are interested for registration/empanelment.

For providing professional services for customs clearance of import/export cargo/container and other customs related services, the agency should have valid Customs Broker License in the same name in which he is applying for this registration or in the name of its associate. If the agency is having Customs Broker License in the name of its associate, notarized undertaking in the prescribed format (Annexure-IV & Annexure-V) from both i.e. the agency who is willing for empanelment & its associated licensed Customs Broker will also be required along-with other documents.

In case of any change in associated licensed Customs Broker of the agency during the period of empanelment, the service provider (agency) will be required to submit above documents of new associated licensed Customs Broker well in advance with CONCOR.

1.1.1 The agency should be a single legal entity registered in India as a Company under the Companies Act or a Partnership firm registered under the Partnership Act of 1932 or a Limited Liability Partnership as defined in the Limited Liability Partnership Act 2008, (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account) or a Proprietorship firm or Association/or Society, Cooperative society.

1.1.2 The agency has to furnish legal entity documents as under:-

- (a) For Company:- Notarized or Self attested copy of Certificate of incorporation of the Company.
- (b) For Firm:- Notarized or Self attested copy of Registration Certificate of firm under Partnership Act or duly notarized partnership-deed.
- (c) For LLP:- Notarized or Self attested copy of Registration Certificate of LLP under Limited Liability Partnership Act.
- (d) For Proprietorship **Concern:-** Notarized or Self Attested Certificate or self-certification for Proprietorship or any other document establishing the identity of the Proprietorship such as Registration Certificate under Shop & Establishment **Act**, GST Registration Certificate etc.
- (e) Association/or Society, Cooperative society:- Notarized or self-attested copy of the certificate of registration, Memorandum of Association and Articles of Association.

1.2 EXPERIENCE:

- (i) **Customs Brokers (CHAs):** The agency should have experience of clearance of Import/Export cargo/container at Customs Port/Customs Station/Air Freight Station/Land Customs Station/Inland Container Depot/Container Freight Station etc. in any of the two previous financial years (2019-20 and 2020-2021) and current year up to date of submission of registration document in the same name/firm composition in which he is applying for this registration.

Other Agencies: Experience Certificate for dealing with 120 TEUs/1560 MTs of Export/Import/Domestic cargo/containers at CONCOR's Terminal (s)/location (s) in any of two previous financial years (2019-2020 & 2020-2021) and current year up to date of submission of registration document in the same name/firm composition in which he is applying for this registration. The experience should be at any of CONCOR's terminal/location within same "Group of Terminals" where the agency is interested for registration/empanelment. Annexure-VI (as amended from time to time) may be referred for "Group of Terminals".

Agencies [other than mentioned in previous Paras of Sr. No. 1.2 (i) of Chapter II] offering various services such as Fumigation, Palletization, Lashing/Choking, Packing/Re-packing, Labelling, Container Cleaning or any other similar services etc.: Experience Certificate for dealing with 120 TEUs/1560 MTs of Export/Import/Domestic cargo/containers at CONCOR's Terminal (s)/location (s) in any of two previous financial years (2019-2020 & 2020-2021) and current year up to date of submission of registration document in the same name/firm composition in which he is applying for this registration. The experience should be at any of CONCOR's terminal/location within same "Group of Terminals" where the agency is interested for registration/empanelment. Annexure-VI (as amended from time to time) may be referred for "Group of Terminals".

For providing professional services for customs clearance of import/export cargo/container and other customs related services, if the agency is not having Customs Broker license in its name, they will be required to submit the experience of clearance of Import/Export cargo/container at Customs Port/Customs Station/Air Freight Station/Land Customs Station/Inland Container Depot/Container Freight Station etc. in any of the two previous financial years (2019-20 and 2020-2021) and current year up to date of submission of registration document in the name of their associated licensed Customs Broker.

(ii) EXPERIENCE CERTIFICATE

The agency should submit a notarized or self-attested list of works executed in any Public Listed Company/Private Company/Firm/LLP/Association or Society/Cooperative Society for due fulfillment of experience criteria in the following format:-

S. No.	Name of the company where work has done	Period	No. of Containers (TEUs)/ Cargo(MTs)	Place of work
1				
2				
3				
4				

Note:- Work experience certificate for dealing with containers/cargo from private individual shall not be considered/accepted.

1.3 The bidder should submit the following certificate:

"I have read the Clause 8 of Chapter-IV, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this

bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

2. ACCEPTANCE OF REGISTRATION DOCUMENT

- 2.1 The authority for acceptance/rejection of the Registration of agency for empanelment as a Service Provider will rest with the Competent Authority – (Area Head) of Container Corporation of India Ltd.

3. EXECUTION OF EMPANELMENT DOCUMENT

The successful empaneled Service Provider who fulfill the eligibility criteria shall be required to appear at the office of the Chief Manager/Terminal Manager, Container Corporation of India Ltd,* in person or, if the agency is a Firm, Company, Corporation, Association or Society a duly authorized representative shall so appear to sign the agreement (Annexure-I), Indemnity Bond (Annexure-II) and execute the empanelment documents including integrity pact as per Annexure-VII within (15) fifteen days from the date of issue of communication of empanelment by CONCOR.

The successful empaneled Service Provider (other than Licensed Customs Broker, Shipping Lines, Freight Forwarders, Business Associate/Associate Partner, Existing contractor including FMLM vendor) will be required to submit Security Deposit of Rs.2,00,000 (Two Lakhs) before execution of agreement for empanelment at a group of terminals.

- 3.1 Area Head may extend the time for execution of Agreement, on the request of the Service Provider and in the interest of CONCOR, if there are sufficient reasons for doing so.

***To be defined by respective terminals where empanelment will be done.**

4. Indemnity Bond/Security Deposit

- 4.1 The successful empaneled service provider (agency) will be required to furnish an indemnity bond (Annexure: II) duly notarized towards successful performance under this contract/empanelment at the time of execution of agreement.

The successful empaneled Service Provider (other than Licensed Customs Broker, Shipping Lines, Freight Forwarders, Business Associate/Associate Partner, Existing contractor including **First Mile Last Mile** (FMLM) vendor) will be required to furnish a security deposit of **Rs.2,00,000 (Rupees Two Lakhs Only)** towards successful performance under this empanelment. The security deposit may be submitted in any of the following forms with validity upto the end of the contract period/empanelment plus six months from the date of its issue:

(i) Bank Guarantee of State Bank of India or any Nationalized/ Scheduled/Commercial Bank in the proforma approved by CONCOR, as per format in **Annexure-VIII**.

(ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CONCOR.

(iii) 12 years National Defence Certificate at the surrender value, or

10 years Defence Deposit at the surrender value, or State Loan Bonds.

(iv) Demand Draft/RTGS/NEFT

Note :-

(a) No interest shall be allowed or paid on the security deposit.

- 4.2 The successful empaneled agency shall keep the CONCOR safe from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the CONCOR by reason of any act or omission of the agency, his

agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained.

- 4.3 The successful empaneled agency will indemnify CONCOR against any loss, damage, fine, penalty, interest etc. arising out of or under this contract/empanelment agreement.
- 4.4 Without prejudice to any other remedy or right, CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the service provider (agency) to observe the terms and conditions of this contract/empanelment or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract/empanelment from the bills **or security deposit (wherever applicable)** or any amount due to the service provider (agency) under any *other* contract/empanelment etc. with CONCOR, and in the event of any balance remaining due to CONCOR, the agency shall forthwith pay the same.

In the event of any such deduction being made from security deposit (**wherever applicable**), Service Provider shall at once make good the deficiency in the amount of security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the Service Provider.

Further, the security deposit referred to above may be forfeited to CONCOR in the event of any breach, on the part of the Service Provider, of any of the terms and conditions of this contract/empanelment, leading to pre-mature termination of the contract/empanelment, without prejudice to CONCOR's other rights and remedies available under *the contract or* law.

The security deposit (**wherever applicable**) shall, subject to any deductions that may be made there from, be returned to the Service Provider within four calendar months after termination or discharge of the contract/empanelment and on issuance of "No Dues Certificate" by the Terminal Manager (s) of all the terminals under the "Group of Terminals" where the agency is empaneled. ***Provided, however, the Agency will be liable to receive (only the amount, if any), remaining as per the terms of the contract at the time of termination of contract.***

- 4.5 The agency will be liable to pay the loss, damage, fine, penalty, interest etc., if any, suffered by CONCOR or the customer in the event of any breach, on the part of the service provider (agency), of any of the terms and conditions of this contract/empanelment including Customs Act, Rules and Regulations made thereunder, without prejudice to CONCOR's other rights and remedies available under law.

5. PERIOD OF REGISTRATION FOR EMPANELMENT

- 5.1 The period of empanelment shall be for 02 (Two) years from the date of execution of agreement or till the validity of Customs Broker License, validity of existing contract/registration etc., as the case may be, whichever is earlier.
- 5.2 Application for empanelment will be a continuous process & will be done throughout the year.
- 5.3 CONCOR's existing Contractor/Business Associates/**Associate Partners** (not having Customs Broker License in the same name) are eligible for empanelment under this registration document at the terminal (s) within a specific "Group of Terminals" where they are working presently, subject to fulfillment of other conditions as mentioned in the respective paras. Annexure-VI may be referred for "Group of Terminals". CONCOR reserves the right to

add/delete/amend/re-organize terminal (s) in the Group of Terminals.

5.4 The date of execution of agreement (i.e. signing of agreement by both the parties) shall be treated as the date of commencement of empanelment and deciding the time period for validity of empanelment.

6. DECLARATION (To be given by Agency)

6.1 The agency has to submit a notarized/self-attested declaration mentioning that no changes/modifications/alterations have been made in registration documents.

6.2 That the license of the Customs Broker is valid and it has not been suspended or revoked. The Customs Broker also undertakes to inform to CONCOR immediately if the License of the Service Provider / its Associate is suspended or revoked by the Customs / concerned authorities.

6.3 The service provider will also be required to undertake to agree for changes in Digital Platform/App as a part of technological up gradation/improvement to achieve greater efficiency and economy in service levels.

**Area Head
Container Corporation of India Limited.**

CHAPTER III SCOPE OF WORK

The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on business requirements, local conditions, requirement of trade or customers which decides the pattern and volume of traffic. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Area Head of Container Corporation of India Ltd., whose decision in the matter shall be final and acceptable to the empaneled Service Provider.

A. CUSTOMS FACILITATION

1. BRIEF DESCRIPTION OF THE WORK FOR CLEARANCE OF CARGO/CONTAINERS:

1.1 CLEARANCE OF IMPORT CARGO/CONTAINERS:

- The Service Provider shall provide assistance to the importer & obtain complete pre-dispatch import documentation.
- The Service Provider shall arrange the consolidation of cargo & related documents from party on arrival of consignment at port and subsequent filing of Bill of Entry in Customs.
- To ensure proper handling & storage of all the party's consignment while in the custody of Customs and thereafter during loading and dispatch from terminal (Name of the terminal)
- Complete all the formalities & organize Customs Clearance as per prescribed time frame (including all related work, follow up, etc.).
- Submit necessary documents to customs authority for assessment (Bill of Entry)
- To inform the party & CONCOR, if any supplementary requirements of documents/information by Customs and assist in preparation of the same.
- To withdraw the sample if required and obtain the NOC from different agencies like ANQ, PNQ, FASSAI etc. or from other government agencies/government authorized agencies, as applicable.
- Obtain import permit from P&Q department, NOC etc, Phyto Sanitary Certificate, FASSAI Clearance, Plant & Quarantine and authorization to clear shipment after securing original shipping documents, tax exemption certificate undertaking and all such documents which may be necessary to support such clearance.
- Reconstitute commodities through re-bagging, re-canning, and sewing torn, at port and at the warehouse level to prevent further losses, if and as required.
- Conduct timely management of infested commodities at the port and/or at the warehouse level as deemed appropriate and necessary.
- Update "Customer/consignee" on daily dispatch/delivery status of commodities, mentioning truck details and including contact numbers.
- Maintain effective coordination with all stakeholders, such as "Customer/consignee", independent surveyor, shipping Agent/Carrier Agent, Port & Customs Authority, and the agency.

- To provide progress report to customer and CONCOR on daily basis of arrival of import loaded containers, filing of Bills of Entry and of Custom Clearance of all the party's Consignments in Customs. Also generate requisite MIS reports on periodic basis.
- Co-ordinate and participate with the Party/CONCOR/Insurance Surveyor for survey of all consignments on release from Customs premises.
- To inform the party and CONCOR, sites after Custom Clearance of the container / consignment.
- Arranging delivery order from shipping line, as and when required.
- Submission of copy of Bills of Entry, Out of Customs Charge (OCC), delivery order etc. to CONCOR/Custodian for generation of necessary exit permit for delivery of cargo/container.
- Providing all documentary evidences and other support in case of accident/damage for insurance purposes.
- Deposit customs duty and other charges on behalf of the Customer (subject to prior approval of customer) within the specified time frame.
- Any other activity required for discharge of Service Provider's obligations or as requested or required by the Customer/CONCOR/Customs.
- Represent Party (on behalf of customer) to resolve disputes, if any, with Customs or any other related authorities, as may be required by the Party.
- Project a good/clean image of the Party by following correct legal procedures.

1.2 CLEARANCE OF EXPORT CARGO/CONTAINERS:

- The Service Provider shall provide assistance to the exporter and obtain complete pre-dispatch export documentation.
- The Service Provider shall arrange the consolidation of cargo and related document from party before arrival of consignment at (Name of the terminal) and filing of Shipping Bill in Customs.
- To ensure proper handling & storage of party's consignment while in the custody of Customs and thereafter during loading and dispatch from (Name of the terminal).
- Complete all the formalities and organize Customs Clearance as per prescribed time frame.
- Preparation of VGM (Verified Gross Mass) for further submission to shipping line.
- To inform the party and CONCOR, if any supplementary documents/information is required by Customs and assist in preparation of the same.
- To withdraw the sample if required and obtain the NOC from different agency like ANQ, PNQ, FASSAI etc. or from other government agencies/government authorized agencies.
- To arrange Fumigation, Phyto Sanitary Certificate, Certificate of Origin, cleaning of containers, survey of containers/cargo, etc. (if and as applicable)
- To provide daily progress report to party and CONCOR of Custom Clearance of the party's Consignments in Customs and dispatch of export loaded containers to Gateway Port. Also generate requisite MIS reports on periodic basis.
- Co-ordinate with the Party/CONCOR/Insurance Surveyor for survey of all consignments as and when required.

- To inform the party and CONCOR after Custom Clearance of the container/consignment.
- Ensure sealing of container and handing over/booking the container to CONCOR after taking the forwarding note from the shipping line and online/off-line submission of necessary documents to the shipping line such as TR-1, TR-2, VGM etc.
- Providing all documentary evidences and other support in case of accident/damage for insurance purposes.
- Any other activity required for discharge of Service Provider's obligations or as requested or required by the Party/CONCOR/Customs.
- Represent Party (on behalf of customer) to resolve disputes, if any, with Customs or any other related authorities, as may be required by the Party.
- Project a good/clean image of the Party by following correct legal procedures.
- Assist the party in closure of EGM and obtaining the drawback.

1.3 BORDER CLEARANCE OF CONTAINERS/CARGO ON BANGLADESH/NEPAL BOUND RAKES/VEHICLES HAVING EXPORT/IMPORT/THIRD COUNTRY EXPORT/IMPORT/TRANSIT CARGO:

- i) Receiving documents from the Exporter's Customs Broker (CHA)/Importer's CHA (like Copy of S/Bill or BOE, invoice, packing list, ETP etc.) for the entire rake/vehicle.
- ii) Sending it to Border immediately after receiving the documents but before arrival of rake/vehicle at Border.
- iii) Arranging unsealing of ECTS seal & Border clearance.
- iv) The Service Provider will intimate the Customs official posted at Land Customs Station (LCS at Border) & will arrange the Border clearance immediately after arrival of rake/vehicle at border.
- v) Arranging Border Crossing of rake/vehicle & obtaining Cross Border Certificate from Customs at Border.
- vi) The service provider will also be in touch with the ECTS seal provider to arrange unsealing & handing over the same to the vendor.
- vii) Re-credit the continuity bond at Customs House for the entire rake/vehicle.
- viii) Any other work required for smooth border clearance of container rake/vehicles as per requirement of Customs/CONCOR/Indian Railways/Customer.
- ix) Complete details of the movement will be provided in the template of e-Auction/e-Reverse Auction.

1.4 WORK RELATED TO TRANSHIPMENT (TP) PROCESSING/DOCUMENTATION & OTHER RELATED SERVICES FOR TRANSIT CARGO/CONTAINERS (THIRD COUNTRY IMPORTS/EXPORTS):

LOCATION: INDIA

- i) Documents follow ups with customer
- ii) Collecting copy of commercial invoice, packing list & bill of lading
- iii) Preparing DSR
- iv) Processing/Customs formality (TP Processing)
- v) Liaising with CONCOR for movement
- vi) Submission of Forwarding Note to CONCOR
- vii) RR collection and transmitting the same to destination before rake arrival at destination
- viii) ECTS Seal Management

- ix) Seal Mismatch resolution (if any)
- x) Shipping Line software entry for all status update if and as required
- xi) Any other task as requested & required by CONCOR/Customer/Customs
- xii) Complete details of the movement will be provided in the template of e-Reverse Auction.

LOCATION: THIRD COUNTRY (IF AND AS REQUIRED)

- i) Documents follow ups with customer
- ii) Shipping status to customer (updates on Discharge, Rail out & arrival destination, follow ups & coordination with CS and Yard)
- iii) Forwarding Note to CONCOR
- iv) RR issuance to customer
- v) Maintaining data of container moves and reporting to Tracking System of shipping line as required
- vi) Shipping Line software entry for all status update as required
- vii) Gate Control reporting to relevant stakeholders
- viii) Daily stock report
- ix) Notices for rake arrival and departure
- x) Any other task as requested & required by CONCOR/Customer/Customs

B. CARGO FACILITATION

1. HANDLING OF CARGO:

- i. In case of cargo handling, arrange unloading of break bulk cargo including steel materials of any sizes, weight and dimension, pre-stack, secure and protect with required covers, stuff into containers through forklift/Crane as per parties stuffing plan and directives of CONCOR. Small equipment like catcher to handle drums/paper reels and hand automatic trolleys will have to be kept for smooth and fast handling of cargo, whenever required.
- ii. Handling of cargo including stuffing/de-stuffing the same into/from containers to warehouses/trucks at the given location, including handling cargo for Customs examination, etc.
- iii. Unloading/loading of break-bulk cargo from/to railway flats/wagons to/from road trailer either directly or via ground /warehouse and preparation of tally sheets.
- iv. Aggregation / segregation of cargo for joint survey / Customs examination, etc.
- v. Preparing stuffing/de-stuffing tally sheets for cargo stuffed/de-stuffed into/from containers.
- vi. Any other job as assigned by Terminal In-charge from time to time related to handling of cargo. Details will be provided in the template of e-Auction/e-Reverse Auction.
- vii. Maintain Data Capture sheets with the details of cargo handling.
- viii. For providing cargo handling services for specialized cargo such as newspaper reels/drums etc., the service provider will have to provide specialized equipment (PRC-Paper reel clamp fork) or as an attachment, as and when required.

1.1 ACTIVITIES TO BE PERFORMED BY THE SERVICE PROVIDER UNDER CARGO HANDLING:

The successful bidder will be required to provide adequate labour and suitable cargo handling equipment as directed by CONCOR officials as per requirement for handling of cargo. The cargo handling cycles are as under:

1.1 (a) EXPORT CYCLE
CFS/ICD STUFFING - ISO THROUGH WAREHOUSE:

The Service Provider shall organize handling of cargo for this cycle, the sequence of which shall be as follows.

Unloading of break bulk cargo (of any dimension, size and weight) from the exporter's vehicles; preparation of cargo data capture sheet, carrying the cargo and stacking it in the nominated slot in the warehouse / open area; arranging for its customs examination (if necessary by opening/unpacking of packages and repacking them as per professional packing standards); weighing of cargo on weighing machines whenever required for customs examination purposes; stuffing customs cleared cargo as per standard norms; preparation of tally sheet; closing the doors of the stuffed containers and sealing the loaded containers with nominated seals. Occasionally, cargo handling also involves shifting and shuffling of the pallets/cartons for the purpose of palletization and for systematic stacking. This shall form part of the cycle.

Irrespective of the interval of time which may elapse between different parts of these operations, the work described above shall constitute one cycle of activity for which the Service Provider will be paid a consolidated charge per container.

TERMINAL STUFFING DIRECT - (DIRECT STUFFING):

The Service Provider shall organize handling of cargo for this cycle, the sequence of which shall be as follows:

Stuffing of cargo as per standard norms directly from the truck into the container by arranging for its customs examination (if necessary by opening / unpacking of packages and repacking them as per the professional packing standards); preparation of tally sheet; closing the doors of the loaded container and sealing the container with nominated seals.

Irrespective of the interval of time which may elapse between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge per container.

FACTORY STUFFING:

In rare cases, the Service Provider may be required to arrange Customs examination of factory stuffed containers in ICD on specific orders of Customs. This will be very rare. Service Provider, in such cases, will be required to organise seal cutting, destuffing of cargo and arranging its Customs Examination by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on weighing machines whenever required; re-stuffing customs cleared cargo as per standard norms; preparing stuffing tally sheet; closing doors of the containers and sealing of container after stuffing, as directed by CONCOR officials. Irrespective of interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

However, *Cargo handling at the factory in this cycle will be the responsibility of factory owners/customers.*

Irrespective of the interval of time which may elapse between different parts of these operations, the work described above shall constitute one cycle of activity for which the Service Provider will be paid a consolidated charge per container.

1.1 (b) IMPORT CYCLES

TERMINAL/ICD- DESTUFFING THROUGH WAREHOUSE: The Service Provider shall organize handling of cargo, the sequence of which shall be as follows:--

(i) **General Cargo:** De-stuffing and stacking of cargo of any weight, dimension and size in the nominated slot in the warehouse/open area; preparation of tally sheet; arranging for customs examination by opening; unpacking/packing of packages and closing the doors after examination; weighing cargo on weighing machine wherever required for customs examination; loading of Customs cleared cargo on the importer arranged vehicles; preparation of tally sheet.

Irrespective of the interval of time which may elapse between different parts of these operations, the work described above shall constitute one cycle of activity for which the Service Provider will be paid a consolidated charge per container.

(ii) **Cargo meant for bonding:** In rare cases an importer may like to bond the cargo which has already been de-stuffed in warehouse/open area. In such cases, instead of loading of cargo onto the trucks, the cargo will be shifted to the bonded warehouse and with this the cycle will be treated as complete.

(iii) **Heavy Metal Scrap (HMS) (without labour and/or equipment):** In the case of HMS cargo, the Service Provider will provide seal cutter for cutting of seals and staff for preparation of tally sheet. Actual cargo handling shall be done through other arrangements.

(iv) **Heavy Metal Scrap (HMS) (with labour and/or equipments):** Service Provider may, also be required, when instructed by CONCOR, to provide labour and Forklift/crane as per requirements for destuffing of HMS cargo from the containers, segregation of such cargo and loading of such cargo onto the cargo trucks, as per the requirement of the customers.

TERMINAL DESTUFFING – DIRECTLY FROM CONTAINER TO TRUCKS The Service Provider shall organize handling of cargo, the sequence of which shall be as follows:-

Arranging for Customs examination by opening the doors, unpacking/packing of packages and closing the doors after examination, weighing cargo on weighing machine, whenever required for customs examination, loading of such customs cleared cargo directly from the container on to the importers road vehicles, preparation of tally sheet.

Irrespective of the interval of time which may elapse between different parts of these operations, the work described above shall constitute one cycle of activity for which the Service Provider will be paid a **same consolidated charge per container**.

CARGO HANDLING IN CASE OF FACTORY DESTUFFING :

In selective cases, the Service Provider may be required to do cargo handling in respect of factory destuffing units as per Customs requirements. In such cases, the Service Provider shall organise seal cutting of import container; destuffing of selective import cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on weighing machines whenever required, re-stuffing cargo in container, closing doors and sealing of container.

Irrespective of the interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

1.1 (c) CARGO HANDLING FOR DOMESTIC TRAFFIC:

HANDLING OF DOMESTIC CARGO IN TERMINAL FOR STUFFING:

The Service Provider shall organize unloading of domestic cargo of any dimension, size and weight from the party's vehicle; preparation of tally sheet; carrying the cargo and stacking it in the nominated slot in the warehouse / open area; stuffing the cargo in the nominated container as directed by CONCOR officials. Irrespective of the interval of time that may elapse between different parts of these operations, the work

described in this paragraph shall constitute one cycle of activity. The rate will be same irrespective of whether stuffing is by mechanical or manual means.

HANDLING OF DOMESTIC CARGO IN TERMINAL FOR DESTUFFING:

The Service Provider shall organize destuffing of domestic cargo from containers and load the same, either from container to truck or from ground to truck, as directed by CONCOR officials. Irrespective of the interval of time that may elapse between different parts of these operations, the work described in this paragraph shall constitute one cycle of activity. The rate will be same irrespective of whether stuffing is by mechanical or manual means.

1.1 (d) OUT OF CYCLE WORK:

Destuffing/Re-stuffing of the cargo from the container

In selective cases, the Service Provider may be required to do destuffing of cargo from the container as per Customs requirements. In such cases, the Service Provider shall organise seal cutting of the container; destuffing of cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighment of cargo on weighing machines whenever required, re-stuffing cargo in container, closing doors and sealing of container. Irrespective of the interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

Destuffing of cargo from the container

In selective cases, the Service Provider may be required to do destuffing of cargo from the container as per Customs requirements. In such cases, the contractor shall organise seal cutting of the container; destuffing of cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighment of cargo on weighing machines whenever required. Irrespective of the interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

Re-stuffing of the cargo into the container

In selective cases, the Service Provider may be required to re-stuff the cargo into the same container from nominated area as per Customs requirements. In such cases, the Service Provider shall organize stuffing of cargo (of any dimension, shape, size and weight) as per standard norms, preparation of stuffing tally sheet; closing doors and sealing of container. Irrespective of the interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

Transshipment of cargo from one container to another container.

In selective cases the Service Provider may be required do to transshipment of cargo from one container to another container as per requirements. In such cases contractor shall organize labour or forklift for destuffing of the cargo from one container and again stuffed the same cargo into the another container either direct or through warehouse, as per standard norms, preparation of destuffing/re-stuffing tally sheet; closing doors and sealing of container. Irrespective of the interval of time, which may have to elapse between different parts of these operations, the work described in this sub-para shall constitute one cycle of activity.

Unloading of the cargo from truck to ground/warehouse or vice-a-versa.

The Service Provider shall arrange unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles and stacking the same in warehouse/nominated area; prepare unloading tally sheet of cargo. Alternately arrange loading of break-bulk cargo (of any dimension, shape, size and weight) from warehouse/nominated area to road vehicles and prepare loading tally sheet of cargo.

Handling of Leftover cargo for Back to town

The Service Provider shall load leftover cargo on party's truck, using labour or forklift or crane. Rate is to be quoted on per Ton basis, limited to a maximum of per TEU rate quoted by the contractor for activity mentioned above, whichever is lower.

Other activities pertaining to Cargo Facilitation

The Service Provider may also be required to provide services for various activities such as survey of cargo, warehouse management, fumigation, packing, re-packing, labelling, palletization, mutilation of cargo, lashing, weighment of cargo etc., as and when required. The complete details will be provided in the template of e-Auction/E-Reverse Auction in advance.

C. CONTAINER FACILITATION

CONCOR may also require the empanelled service provider to quote rates for services related to container facilitation such as survey of containers, preparation of Equipment Interchange Report (EIR), inventory management, fumigation of container, cleaning of containers, washing of containers, weighment of container, lashing, etc., as and when required. The complete details will be provided in the template of e-Auction/e-Reverse Auction in advance.

2. Quotation of Rates:

- 2.1 Offers will be invited by CONCOR on the basis of its requirements specific to cargo/customer/service/stream from the agencies empaneled for undertaking such activities of customs/cargo/container facilitation on its digital platform against the Reserve Price as mentioned in the template. Template will be for specific commodity/commodities/customer/service/stream with tentative volumes. There will be no dispute in case of increase/decrease in tentative volumes. **Rates will be valid for a maximum period of six (06) months or for the period as mentioned in the template of e-Auction/e-Reverse Auction, whichever is earlier.**
- 2.2 The empaneled Service Provider for customs/cargo/container facilitation or other services as mentioned in the scope of work or template or as required by CONCOR/Customer will be selected based on lowest quote on e-Auction/e-Reverse Auction Basis. Service provider will quote their rates below the CONCOR's reserve price.
- 2.3 **e-Reverse Auction:** Auction will be conducted among the eligible empaneled service providers. Once, the L-1 is arrived, the e-reverse auction will be activated in case of participation by two or more service providers in Auction. The L-1 rate obtained in Auction will be the base price for e-reverse auction. After the completion of e-reverse auction, a window will appear for 30 minutes for obtaining of consent from those service providers who have participated in bidding process, on L-1 rates & applicable Terms & Conditions by way of YES or NO. E-Reverse auction guidelines are placed at Annexure-III.
- 2.4 Auction/Reverse Auction process will be conducted on Digital App (CONCOR's Own Platform) and the same will be available on Mobile/Desktop/Laptop etc.
- 2.5 CONCOR will issue work order to the empaneled service provider who have quoted the lowest rates and to the empaneled service provider (s) who have consented on L-1 rates, applicable terms and conditions.
- 2.6 e-Reverse auction can be conducted by CONCOR either commodity wise or customer wise or service wise or stream wise as per requirement of the terminal/trade/customer.

2.7 The L-1 service provider derived in the stream does not entitle him to get the work in case CONCOR decides to go for auction to meet customer/trade requirements at periods/frequency as decided by the terminal.

2.8 CONCOR may conduct auction for multiple commodities/services/streams/customers in multiple templates for a particular terminal at the same time and eligible service providers would be able to participate in these auctions.

2.9 CONCOR reserves the right to postpone/cancel e-reverse auction at any stage without assigning any reason and initiating fresh e-reverse auction.

2.10 CONCOR also reserves the right to cancel successful e-reverse auction at any stage due to trade requirements and/or administrative grounds.

2.11 **Execution of Job Orders:** In case of multiple service providers for clearance of commodities or other services in a single template, (arrived through consent on L-1 rates), the modalities for execution/distribution of job orders will be as follows:

- (i) L-1 Service Provider has to comply minimum number of job orders as mentioned in the template.
- (ii) For not complying with the minimum job orders, penalty would be imposed as per Para 3.2 of Chapter-III.
- (iii) Un-complied job orders will be distributed among the consented service providers (other than L-1 service provider) equally, at L-1 rates, to the extent possible and remaining job orders will be issued at L-1 rates in a sequence to L-2, L-3,----- so on.
- (iv) In case of additional job orders, the same will be distributed among the consented service providers including L-1 service provider equally at L-1 rates to the extent possible and remaining job orders will be issued at L-1 rates in a sequence to L-1, L-2,----- so on.
- (v) In case number of un-complied job orders or additional job orders are less than number of consented service providers including L-1 service provider, it will be distributed at L-1 rates in a sequence to L-1, L-2 --- so on (additional job orders) and in a sequence to L-2, L-3 --- so on (un-complied job orders) at L-1 rates.

* In case of non-availability of consented vendors at L-1 rates, CONCOR reserves the right to conduct fresh e-Reverse Auction.

2.12 CONCOR/Customer will submit his clearance requirement or any other requirement containing basic details as follow:

Location of container, cargo details or any other details required for providing the assigned job/services etc. through **email, by hand, digital App etc.**

Note: The service provider will have to acknowledge the receipt of above.

2.13 In case of non-compliance/non-performance by the Service Provider, penal provisions would be applicable as per 3.1 & 3.2 below.

3. CONSEQUENCES OF NON-PERFORMANCE:

- 3.1 Damages may be recovered from the service provider for repeated non-performance is up to **Rs. 1000/-** (One thousand only) per instance, by Terminal Manager/In-charge.
- 3.2 In case non-compliance of job order by the service provider, damages upto **Rs.500/-** (Five hundred only) per Container/Unit per day will be imposed. In case the non-compliance is more than one time in a billing cycle, these damages will be over & above the damages prescribed under clause 3.1.

For services [such as loading of cargo from Truck (CBT) to wagon, unloading of cargo from wagon to Truck (CBT) etc.] which are not linked with container, unit of measurement like, cargo weight, lot size, number of packages etc. will be clearly mentioned in the template of e-Reverse Auction for issue of job order & will be basis of imposition of damages under this clause.

- 3.3 However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Service Provider.
 - 3.4 All the damages will be imposed by the Terminal Manager / In-charge and the same will be deducted from the bill of the service provider **or security deposit (wherever applicable)** or any other sum due to the service provider at any of the CONCOR's Terminals/Locations.
4. **Time-frame for filing of Bill of Entry/Shipping Bill, examination, clearance of Import/Export cargo/containers from Customs, Transshipment permit processing & documentation and other related activities:**

The Service Provider will provide the services expeditiously and have to ensure the completion of all the activities as per the time-frames under the Customs Act, 1962 including rules & regulations made there under and other allied laws, as amended by the Government from time to time, to avoid any interest, penalty, fine, late fees etc.

Service provider will be liable for any interest, late fees, penalty, fine etc. becomes payable due to non-performance/delay by the Service Provider.

5. SPECIFIC OBLIGATIONS & RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.1 Service Provider will ensure to comply with the Customs Act, 1962, Rules & Regulations made there under and other allied laws, as amended from time to time.
- 5.2 Service Provider will not have any retention right, preferential claim or lien on any of Party's property or documents, cargo, etc. for the services performed.
- 5.3 Service Provider shall not misguide the Party regarding clearance of cargo and any miscellaneous expenses regarding clearance of cargo/container.
- 5.4 Service Provider shall co-ordinate & liaison with CONCOR, Customs & Other agencies to ensure the highest possible quality of services.
- 5.5 Service Provider shall take prior approval for any miscellaneous expenses like labour charges, documentation charges, etc. if such items are not covered under the e-auction template.
- 5.6 Service Provider shall advise Party/CONCOR immediately on any losses, seal mismatch,

short shipment, shutout of cargo or damages, etc. to Part's property while in Custom Clearance or storage and shall act to ensure no subsequent deterioration.

- 5.7 The Service Provider shall arrange to open requisite number of packages for examination and thereafter ensure the proper closer of all the packages opened for examination.
- 5.8 The Service Provider shall provide assistance to the exporter in case of shipment withdrawal/back to town/shutout, for getting back their cargo.
- 5.9 The service provider shall seal the import container with CONCOR seal, after examination at (Name of the terminal) and has to inform CONCOR/Party about the seal no, condition of goods inside the container along with the container condition, no of packet went for sample testing, if any.
- 5.10 Service Provider will observe and abide by all the statutory laws and rules, including safety norms.
- 5.11 The decision of CONCOR as to the extent of expenditure incurred and or/loss sustained by CONCOR shall be final and binding on the service provider.
- 5.12 The Doubts, if any, about the classification of cargo shall be referred to Terminal/Head whose decision in the matter shall be final.

6. REPORTING

The Service Provider shall make sure that he or his representative is available during working hours for receiving and implementing the instructions of the Terminal Manager/(Name of the terminal). The Service Provider, at the time of signing this contract/empanelment agreement, shall intimate in writing the name of his authorized representative and shall give undertaking that his authorized representative is competent to receive and implement the instructions of the department.

7. PERFORMANCE PARAMETERS

On a scale of 1 to 5, customers will be free to rate the service of the Service Provider for the following parameters/pointers where "1" represents 'Very Poor' and "5" represents 'Excellent':-

- a. Timely execution of the services.
- b. Value for money.
- c. Safety of the cargo/container (No damage or theft).
- d. Efficiency & Convenience.

When a Service Provider receives a low rating (Very Poor/Poor) for consecutively five times then, CONCOR will undertake appropriate measures which may even be de-registration of empanelled service provider for a terminal/group of terminals in the pre-defined group either temporarily or permanently, as decided by respective Area Head.

CHAPTER IV GENERAL CONDITIONS

1. DEFINITION

- 1.1 Container: Container shall mean various types of ISO/DSO containers i.e. Dry container, Reefer container, Flat rack, Open Top etc used for transportation of export/import and domestic cargo which could be 20'/22'/25'/40'/45' or tank container.
- 1.2 Unsatisfactory Performance: The unsatisfactory working will include the following:
- Repeated failure to adhere to the work schedule.
 - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Service provider.
 - Repeated instances of improper work.
 - Repeated instances of failure to comply with instructions of Terminal Manager.
 - Breach of terms of the contract.
- 1.3 Container Freight Station: A place used for storage of cargo, stuffing and de-stuffing of containers.
- 1.4 Service provider: Service provider means the person, Society, Firm or Company whose offer has been accepted by the CONCOR as defined in Chapter-II.
- 1.5 CONCOR: CONCOR means 'Container Corporation of India Limited' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi or its concerned terminal.
- 1.6 Laws: Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- 1.7 Taxes : Applicable taxes as imposed by Government (direct or indirect), from time to time, on transportation.
- 1.8 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CONCOR in a particular catchment area.
- 1.9 Bulk Booking:-Such cases where the request for bids has been invited by CONCOR.
- 1.10 **E-Reverse auction:** Auction will be conducted among the eligible empanelled service providers. Once the L-1 is arrived the e-reverse auction will be activated in case of participation by two or more service providers in e-Auction. The L-1 rate obtained in Auction will be the base price for e-reverse auction. After the completion of e-reverse auction, a window will appear for 30 minutes for obtaining of consent from those vendors who have participated in bidding process, on L-1 rates & applicable Terms & Conditions by the way of YES or NO. E-Reverse auction guidelines are placed at Annexure-III
- 1.11 De-registration of empanelled agencies:- CONCOR will de-register the empanelled agencies for respective terminal/group of terminals as decided by Area Head.

- 1.12 Customer: Customer means Exporter, Importer, Shipping Lines, Customs Broker (CHA), Freight Forwarder, Consolidator, Business Associates, Associate Partner, any Govt. organization, autonomous body or individuals etc., or their authorized representatives as applicable.
- 1.13 Licensed Customs Broker: As defined under Customs Act, 1962 & Regulations made thereunder, as amended from time to time.
- 1.14 Other agencies: Other agencies includes Shipping Lines & Freight Forwarders already registered in CONCOR's commercial system in respective category, Business Associates registered under CONCOR's Business Associates Policy in Domestic segment, Associate Partners registered under CONCOR's Associate Partners Policy in EXIM segment and CONCOR's existing Contractors including FMLM Vendors etc.
- 1.15 Repeated non-performance: Instances of non-compliance of job order on more than one occasion during the billing cycle will be treated as repeated non-performance.
- 1.16 Authorized Person: Authorized person includes the Director of the Company, Partner of the partnership firm, Proprietor of the proprietorship, Association, Society, Cooperative Society etc. or any person authorized by them to sign on behalf of the agency.

2. CHANGE IN BUSINESS PATTERN:

CONCOR does not guarantee any volume of work. In case of drop in volumes or insufficient work due to any reason whatsoever, the service provider will not be entitled for any compensation from CONCOR on this account.

3. TERMINATION OF THE CONTRACT/EMPANELMENT

- 3.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the service provider to comply with the terms and provisions of this contract/empanelment to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall also be open to CONCOR to terminate this contract/empanelment by giving not less than (7) seven days notice in writing to that effect and if the service provider, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract/empanelment as a whole or in part at a terminal.
- 3.2 In the event of such termination of the contract, CONCOR shall be entitled to:
 - (i) Recover any loss, damage caused under the contract/empanelment agreement including forfeiture of the security deposit (wherever applicable).
 - (ii) Get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new regular arrangement; and recover from the service provider (appointed under this registration document) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 3.3 If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the service provider, the same will be recovered by deducting the said amount from pending bills, security deposit (wherever applicable) of the service provider under this empanelment or from money due to the service provider by CONCOR under this or any other contract/empanelment or otherwise. The service provider/vendor shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract/empanelment, as stated above.
- 3.4 The certificate of CONCOR Official, In-charge of the ICD/DCT/CFS/MMLP/Ad-hoc location, as to the sum payable to the alternative agency, if the work in question had been carried out by him under the terms of contract/empanelment, shall be final and binding on the Service

Provider.

- 3.5 If at any time, the empaneled agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR will have the absolute option of terminating the contract/empanelment forthwith and he shall have no right for damages or compensations on this account.

4. DE-REGISTRATION OF EMPANELLED AGENCY

- 4.1 In terms of Clause 3 above and Clause 7 of Chapter III, appropriate measures may be taken by CONCOR which may even be de-registration of empanelment for a period of minimum 06 months to maximum till the validity of empanelment for the specific terminal/terminals/stream/all streams at a terminal/group of terminals. Area head will only be empowered for de-registration subject to an advance notice served to the agency.
- 4.2 Further, in case if it comes to the notice of CONCOR that the agency has used forged documents or misrepresented the facts in any manner either to get the empanelment/contract or during the pendency of the empanelment/contract, in all such cases Area head at its sole discretion may terminate the contract and de-registration of such agency for a period ranging from 06 to 12 months, as deemed fit. In all such cases, the provisions of clause 3, sub clause 3.2. to 3.5 above (Termination of the contract) will become applicable.

5. CUSTOMER'S RIGHT

The bidders are informed that subject to the approval of CONCOR, customers of CONCOR who has submitted the request for the services through Digital App will have the option of taking services of any agency (Non-Empanelled) of their own choice also due to some exigencies.

6. SERVICE PROVIDER'S RESPONSIBILITIES & DUTIES

- 6.1 The agencies are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at the terminal (where they want to work), the Customs procedures and with the industrial areas in and around ICD/Terminal. They are also advised to familiarize themselves with the procedures and method of working of the ICDs/CFSs' and ports. The agency can visit the said Terminal/ICD//CFS on any working day prior to submitting the registration documents and acquaint himself of these aspects.
- 6.2 The service provider is expected to monitor various operational activities and supply information to CONCOR on a daily basis in the format as may be prescribed by CONCOR management of the ICD from time to time.
- 6.3 All the workers and/or person employed by the service provider shall be engaged by him as his own employees/workmen in all respect implied or expressed. The service provider against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Service provider shall keep CONCOR indemnified against liabilities arising out of the contract on this account.
- 6.4 The service provider shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the service provider shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following:-
- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.

- (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - (iv) The Minimum Wages Act 1948.
 - (v) The Payment of Bonus Act 1965.
 - (vi) The Payment of Gratuity Act 1972.
 - (vii) The Payment of Wages Act 1936.
 - (viii) The Motor Vehicle Act.
- 6.5 The service provider shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- 6.6 Apart from the indemnity provided to the principal employer under the various labour laws, the service provider shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CONCOR.
- 6.7 It shall be the responsibility of the service provider to get all employees/workmen deployed at CONCOR premises duly screened and verified, preferably through police verification. CONCOR shall have the right to object and require the service provider to remove forthwith from the premises any personnel employed by him, if in the opinion of CONCOR such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CONCOR and/or the person is not desirable with proper performance of the work.
- 6.8 The service provider shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- 6.9 The service provider shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract.
- 6.10 CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CONCOR to the service provider whether under the particular contract or otherwise, CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the service provider and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the service provider as stated above shall be final and binding on him.
- 6.11 If CONCOR, at any time, considers the mode adopted by the service provider of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the service provider may be withheld during such non-compliance.

7. EMPLOYEES PROVIDENT FUND & ESI

- 7.1 The onus of deposit of PF/ESI dues shall be on the service provider. Payment against service

provider's/vendor's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers, if and as applicable, are provided for the previous month (i.e. one month prior to the period for which the bill pertains).

Note: In cases where PF & ESI Registration is not applicable, the agency may submit an undertaking clearly stating the specific reasons for the same. Agency will also undertake that they will be solely responsible in case of any dispute/claim/recovery/payment on account of non-compliance of PF & ESI laws and in case of default, CONCOR is free to take action against the agency which may include dis-empowerment/debarring/banning of business dealing etc. by the Tender Accepting Authority, as deemed fit.

- 7.2 The service provider/vendor will ensure compliance of applicable mandatory Central & State government rules / regulations / orders / guidelines.
- 7.3 It shall be mandatory for the service provider/vendor to obtain (or at least apply for) labour license, if and as applicable, before the commencement of the work. (To enable the service provider/vendor to apply for labour license, necessary certificate of award of work shall be given by CONCOR).
- 7.4 The service provider/vendor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund and Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify CONCOR from and against any claims under the aforesaid Act and the Rules.

8. Bidders from the Country Which Shares Land Border With India:-

- 8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).
- 8.2 "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 8.3 "Bidder from a country which shares a land border with India" for the purpose of this Order Means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above

8.4 The beneficial owner for the purpose of (8.3) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-

Explanation –

- (a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- (b) “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.

2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

8.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.

8.6 The successful bidder shall not be allowed to sub-contract works to any service provider from a country which shares a land border with India unless such service provider is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

Note: - In respect of tenders, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be relevant consideration during contract execution.

9. LICENCE / PERMISSION / REGISTRATION

Wherever any License/Permission from or Registration with Local or State or Central Authorities is required under the Laws Governing the work contracted for, the service provider shall at his own cost arrange for such License/Permission/Registration. Service provider shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or CONCOR as and when required. The service provider shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the service provider. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax and payment thereof by the Service Provider. No claim or compensation for reimbursements, made against CONCOR by Service provider shall be entertained by CONCOR for any breach of the provisions/Acts or laws by the service provider.

10. INSURANCE:

It is advisable for service provider to take a suitable insurance policy for transportation and also for allied activities/risks, if any. This is in the interest of the service provider to cover himself from risks involved in Transportation of cargo/containers. Since this is a policy which protects the service provider, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract. CONCOR, however, will be recovering the value/claim of any damage that has arisen while the cargo/containers were in the custody of the service provider from service provider's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by service provider or not.

11. JOINT SURVEY:

Situations may arise during the course of handling / transportation of containers and cargo when a container or cargo meets with an accident. The service provider/vendor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of CONCOR / Consignor / Consignee / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the service provider/vendor does not provide his own surveyor for the joint survey, the service provider/vendor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the service provider/vendor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by CONCOR. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the service provider/vendor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against CONCOR, which come to CONCOR under all such situations. The service provider/vendor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / CONCOR to which the container belongs to at the time of accident.

12. SAFETY

12.1 It shall be the duty of the service provider to acquaint himself with all safety regulations regarding handling equipment and road transportation of all types of cargo/containers. The service provider shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract/empanelment.

12.2 The service provider shall indemnify Container Corporation of India Ltd. against any violation

of safety laws, rules and regulations while carrying out operations as required by the contract.

- 12.3 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

13. LIABILITY

- 13.1 The Service Provider shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages/loss to containers or cargo or to Customs or to any other person or damages to property belonging to CONCOR and / or to rolling stock or other property belonging to the Railways (while operating in the premises of CONCOR), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills, security deposit (wherever applicable) under this contract or any other mode of recovery or any other contract of the service provider with CONCOR for any other place / location.
- 13.2 CONCOR will not be liable to pay any compensation to the staff / labour of the Service Provider/Vendor for the injuries / death while performing duty. In case, CONCOR is to incur any liability, the same will be recovered from the service provider.

14. PAYMENTS

- 14.1 Subject to any deductions, which CONCOR will be authorized to make under the terms and conditions of this contract/empanelment, the Service Provider shall be entitled for payment for services performed by him at the end of the cycle, at rates finally accepted by CONCOR. The procedure of billing and payments will be as follows:
- 14.2 CONCOR will issue Job Orders/e-Job Orders for the services (mentioned in Scope of Work/ Template/Work Order) at terminal. The service provider/vendor, immediately after completion of the work as per cycles defined in Scope of work/template/work order, should report the compliance of the Job Order/e-Job Order in writing to enable CONCOR to issue the Work Done Statement, which should be enclosed along with the weekly/fortnightly/monthly bills for the work done in the previous week/fortnight/month. Bills will not be entertained without the Work Done Statement. Further, in case of handling of cargo, the service provider/vendor will submit copy of receipt/tally sheet after completion of job order (if and as applicable). CONCOR officials will submit compliance of job order in system so that work done statement can be generated through system and payment will be made accordingly.
- 14.3 (i) The Service Provider shall prepare and submit weekly/fortnightly/monthly bills in prescribed forms based on the quantum of work handled during the previous week/fortnight/month to the Terminal Manager/In-charge of Terminal. (The format in which the bills should be prepared by the Service Provider shall be in tune with the format in which CONCOR's reports are prepared. This will help to check the bills faster.)
- (ii) In case of any change required in billing cycle due to specific requirement for smooth operations of business, the periodicity other than weekly/fortnightly/monthly may also be decided with the prior approval of the appropriate authority not less than Cluster Head (E-7 & above) of CONCOR.

(iii) Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ damages / recoveries due, including TDS and/or any other levies at the prescribed rates. The aforesaid payment of the bill will ordinarily be made within (10) ten days of submission provided all the documents are furnished alongwith the bills. An occasional or inadvertent delay, however, shall neither entitle the Service Provider to claim interest nor provide a basis for termination of contract/empanelment. The work shall in no case be hampered on account of non-payment of bills.

- 14.4 CONCOR will have the right to recover any over payment which might have been made to the Service Provider by CONCOR through inadvertence, error, etc., or any cause, whatsoever from the bills or any other amounts due to him or security deposit (wherever applicable).

In the event of any such recoveries / adjustments being made from the security deposit, the service provider shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

- 14.5 The Service Provider shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.

- 14.6 In case of any failure on the part of Service Provider, any interest/penalties/any other amounts, as may be applicable, Service Provider shall indemnify CONCOR in this matter.

- 14.7 If as result of Change in Law, Service Provider obtains a benefit by way of reduction in costs due to lower tax rates and availability of Input Tax Credit (ITC), Service Provider may so notify CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Service Provider.

Note: Whenever, there is likelihood of delay in payment of “on account bills” (except 1st & final bill) duly verified by executive deptt, due to non-submission/ compliance of PF, ESI, if and as applicable, undertaking and other statutory documents, (required for release of payment), in such cases, 75% of the aforesaid bill amount may be released, as adhoc payment, after receiving written request from executive deptt, duly approved by Tender Accepting Authority (TAA). Balance 25% payment may be released after receiving complete documents, required for release of payment of this bill. Next RA/Monthly bill will only be raised/released after releasing balance 25% payment of earlier bill, after submission of all requisite documents.

15. TIME LIMIT FOR SUBMISSION OF BILLS

- 15.1 The Service Provider/Vendor shall make a claim for the services rendered under this contract to CONCOR within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the Area Head on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 15.2 No claim in respect of under payment to the Service Provider shall be considered valid or

entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the Area Head on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 15.3 However, in case of any specific issue over which the Service Provider had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the Area Head, notwithstanding what has been laid down in the Clause on Payment. The decision of the Area Head shall be final and binding on the Service Provider.

16. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Deduction of income tax, or any other statutory levy at source will be made from the amount payable to the Service Provider's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Service Provider.

17. EXIT CLAUSE

CONCOR will have the liberty to terminate the contract in full or part without assigning any reason whatsoever by giving an advance notice of **(30) thirty days** in case there are strong business reasons for it to do so as determined by its management. The decision of the CONCOR shall be final and binding. In that event, the Service Provider will be liable to receive the amount for the work done after the deductions, if any, and no other amount shall be payable to the Service Provider.

18. JOINT PROCEDURE ORDER

In order to address the smooth & hassle free working, Terminal Manager and Vendor/Service Provider may be drawn Joint Procedure Order (JPO) for implementation of this contract, which includes the preparation of online documents, flow of information, daily reporting, issuance of e-Job Orders, compliance of Job Orders, system of the imposition of damages, detention, recording of the vehicles usages ,etc.

19. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within **15** days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the CONCOR as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **120** days, either party may at its option terminate the contract by giving notice to the other party.

20. ARBITRATION:-

- 20.1 In the event of any question, dispute or difference arising under these conditions or in connection with

the contract (except as to any matters, the decision of which is specifically provided for by these conditions to be final) the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agree 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 in force in India and the dispute shall be resolved by the law applicable in India. The parties hereby agree that the language used in the arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.

20.2 Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer-in-Charge, continue during the arbitration proceedings and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

20.3 Civil courts of Delhi shall have exclusive jurisdiction.

21. SUBLETTING NOT ALLOWED

The service provider/vendor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the service provider/vendor contravenes this condition, CONCOR shall be entitled to terminate the contract/empanelment in full or part and place the contract/empanelment elsewhere at the risk and cost of the service provider/vendor and all expenses borne on this account shall be recovered from him.

22. DEATH OF THE SERVICE PROVIDER/VENDOR

No alteration by death, resignation, addition or otherwise for or to the service provider/vendor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto subject to the approval of Customs is taken in that regard.

23. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman and Managing Director, CONCOR, shall be issued or taken on his behalf by the official, in charge of the ICD, or officer so nominated by the Competent Authority. The contractor shall furnish to Area Head of the respective Area of CONCOR, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

24. WAIVER OF DAMAGES

24.1 In case of delay in CONCOR's Terminal on account of accidents, fire, fog, congestion etc., the Terminal Manager / In-charge may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Terminal Manager / In-charge is brought out clearly on record.

24.2 Notwithstanding anything contained hereinabove; the Area Head shall be the `Authority to consider waiver of any damages imposed under this contract, by the Terminal Manager / In-charge, in part or full, at his sole discretion.

25 INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this Registration document, meaning

of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Area Head of CONCOR, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to Area Head, who can amend the CONCOR's condition/clause of contract if required.

**Area Head
Container Corporation of India Ltd.**

SPECIMEN OF AGREEMENT (TO BE EXECUTED ON STAMP PAPER OF RUPEES ONE HUNDRED)

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

AGREEMENT FOR ACTING AS A SERVICE PROVIDER FOR CONTAINER CORPORATION OF INDIA LTD AT -----.

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ Two Thousand and Twenty _____ between Container Corporation of India Ltd. (A Govt. of India Undertaking), 'CONCOR Bhawan' C-3 Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, represented herein by the Area Head (hereinafter called CONCOR which expression shall unless repugnant to the context be deemed to include its successors and assigns) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the Service Provider which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of Customs, Cargo & Containers facilitation and other services at CONCOR Terminal [_____] at the rates and under the terms and conditions specified in the Model Registration Document and its annexures.

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

In consideration of the payment to be made by CONCOR, the Service Provider shall duly perform the said operations in the said tender/registration documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry-out the work in accordance with the terms and conditions of contract agreement with effect from [..... day of up to day of, 20__] and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the Service Provider observes and honours the said terms and conditions of the contract, CONCOR will pay or cause to be paid to the Service Provider for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by Service Provider.

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

For and on Behalf of Service Provider M/s.

AREA HEAD FOR AND ON BEHALF OF CONTAINER CORPORATION OF INDIA LTD.,

WITNESS 1. _____ 2. _____

WITNESS 1. _____ 2. _____

Specimen of General Indemnity Bond (To be executed on stamp paper of Rupees One Hundred)

Know all men by these presents that I/we _____
 Name of Contractor/Service Provider with address

Do hereby execute Indemnity Bond on _____ day of _____ 2021 in favour of M/s Container Corporation of India Ltd. (CONCOR), having registered office at **C-3, Mathura Road, Opposite Apollo Hospital, New Delhi 110076** under the Contract Agreement No. _____ & dated _____

WHEREAS CONCOR and Service Provider has entered into a Contract No. _____ dated _____ (hereinafter called the "Contract.")

AND WHEREAS by virtue of Clause No. _____ of the said Contract, the Service Provider is required to execute an Indemnity Bond in favour of CONCOR.

THIS DEED WITNESSETH AS FOLLOWS:

I/We _____ (Name of Contractor/Service Provider) hereby do indemnify & save harmless CONCOR having their registered office at **C-3, Mathura Road, Opposite Apollo Hospital, New Delhi 110076** from:

- (1) Any third party claims, civil or criminal complaints/liabilities, any loss or damage to containers/cargo or any other loss, damages, disputes, interest, fine, penalty etc. due to negligence, operation/business or conduct or by violation of any law, rules & regulations in force, for the time being while executing/executed the services by me/us.
- (2) Any damage, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub-contractor, if any, servants or agents, associates.
- (3) Any claims by an employee of mine/ours or of sub-contractor(s) if any, under the Workman Compensation Act and Employers' Liability act, 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract, work and/or arising out of and in the course of employment of any workman/employee.
- (4) Any Act or omission of mine/ours or sub-contractors if any. Our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE.....
 HAS SET HIS/THEIR HANDS ON THIS DAY OF 2021.
 SIGNED AND DELIVERED BY THE
 AFORESAID.....
 IN THE PRESENCE OF WITNESS

Signature of Witness (1)
 Name:
 Designation:
 Father's Name:
 Address:

Signature on behalf of M/s
 Name:
 Designation:
 Father's Name:
 Address:

Signature of Witness (2)
 Name:
 Designation:
 Father's Name:
 Address:

Signature on behalf of M/s
 Name:
 Designation:
 Father's Name:
 Address:

INSTRUCTIONS FOR AUCTION/E-REVERSE AUCTION

Auction will be conducted among the eligible empaneled service providers. Once, the L-1 is arrived, the e-reverse auction will be activated in case of participation by two or more in Auction. The L-1 rate obtained in Auction will be the base price for e-reverse auction. After the completion of e-reverse auction, a window will appear for 30 minutes for obtaining consent of the participated service providers on the rates of L-1 rates by way of YES or NO.

The purpose of conducting e-Reverse Auction is to provide opportunity to the Bidders to quote price dynamically for the work.

PROCESS OF e-REVERSE AUCTION

- i) For the proposed e-reverse auction, only empaneled service providers at Terminal having a user ID and password (to be issued by CONCOR) shall be eligible to participate.
- ii) Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated for compliance by the Bidder through CONCOR officials.
- iii) CONCOR will provide all necessary guidance before commencement of online bidding on Internet.
- iv) E-Reverse auction will be conducted on scheduled date & time.
- v) Start price for the e-reverse Auction will be L-1 rate obtained in the Auction.
- vi) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by CONCOR.
- vii) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e-Reverse Auction.
- viii) Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- ix) CONCOR shall conduct the e-reverse auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e-reverse auction.
- x) At the end of e-reverse auction event, the lowest Bid value will be known on the network.
- xi) The e-reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item of work described.
- xii) After completing of e-reverse auction, the window will be opened for 30 minutes for consent of service providers, who have participated in Auction (Phase-I)/E.R.A. (Phase-II) will be offered the work on L-1 rates in the manner of YES/NO.
- xiii) CONCOR may conduct auction for Commodity/single stream/multiple streams/destinations/party wise in multiple templates for a particular terminal at the same time and eligible service providers would be able to participate in these auctions.
- xiv) CONCOR's decision on award of Contract shall be final and binding on all the Bidders.

* Note: 1.For reverse Auction intimation would be sent to bidder in advance through email/SMS and bidder need not come to CONCOR office for e-Reverse Auction.

Terms & Conditions of e-Reverse Auction

CONCOR may conduct e-Reverse Auction among the two or more empaneled service providers for providing opportunity to the Bidders to quote the price dynamically for the work.

A. Eligibility of Bidders to participate in e-Reverse Auction :

- i) Empaneled service providers, who participated in the auction process, only will be able to participate in e-Reverse Auction related to the work.

- ii) Bidders should ensure that they have user ID and password well in advance to participate in the e-Reverse Auction.
- iii) The date & time of commencement of Auction and its duration of time shall be communicated to the eligible Bidders on the same date or prior 01-02 days to the Auction date by CONCOR.
- iv) CONCOR reserves the right to postpone/change/cancel the e-Reverse Auction event even after its communication to Bidders without assigning any reasons there for.
- v) CONCOR also reserves the right to cancel successful e-reverse auction at any stage due to trade requirements and/or administrative grounds.
- vi) Auction will normally be for a period of one hour. Thereafter e-reverse will start in case of 2 or more service provider which will again be for one hour. If a Bidder places a bid price in last 05 minutes of closing of the e-Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 6 extensions each of 10 minutes will be allowed after e-reverse auction period of 01 hour. In case there is no bid price in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension.
- vii) After completing of e-reverse auction, the window will be opened for 30 minutes for consent of vendors, who have participated in Auction (Phase-I)/E.R.A. (Phase-II) will be offered the work on L-1 rates in the manner of YES/NO.
- viii) During Auction/e-Reverse Auction, if no bid is received within the specified time, CONCOR, at its discretion, may decide to revise Start price / scrap the auction/e-reverse auction process /extend the date & time of auction/e-reverse auction.

B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

The bidding process will be done in three phases:

- 1) Phase-I (Auction)
- 2) Phase-II (E-Reverse Auction)
- 3) Phase-III (Consent of participated vendors to work on L-1 rates)

C. Reserve Price :

- i) For the Phase-I (Auction) the reserve price shall be fixed by CONCOR.
- ii) Empaneled service provider would be able to quote the rates only once in the auction process (Phase-I).
- iii) The L-1 price arrived through auction (Phase-I) will be the opening (reserve) price for e-reverse auction (Phase-II).
- iv) The start price of an item in online auction is open to all the empaneled service provider. Bidders are required to start bidding after announcement of Start Price and decrement amount.
- v) Please note that the first online bid that comes in the system during the online auction/e-reverse auction is at least lesser than the auction's start price by one decrement.

D. Decremental Bid Value :

- i) Bidder is required to quote their bid price only at a specified decremented value of Rs. ___/- (As decided by Area/Cluster/Terminal).
- ii) Bidder need not quote bid price at immediate next available lower level but it can be even at 2/3/4 Level of next available lower level.

E. Web Portal and Access :

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e-reverse auction successfully.
- ii) However, the service provider are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- iii) Failure of power at the premises of service provider during the e-Reverse auction cannot be the cause for not participating in the e-reverse auction.

- iv) On account of this, the time for the auction cannot be extended and CONCOR shall not be responsible for such eventualities.
- v) CONCOR will not have any liability to Bidders for any interruption or delay in access to site of e-Reverse Auction irrespective of the cause.
- vi) CONCOR will not be responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

F. Transparency in Bids:

All bidders will be able to view during the auction time the current lowest price on APP.

G. Masking of Names:

- i) Bidder will be able to view the following on their screen along with the necessary fields in e-Reverse Auction :
 - Opening Price
 - Leading / Lowest Bid Price in e-reverse Auction (only total price)
- ii) Names of bidders/ service provider shall be anonymously masked in the Auction/e-Reverse Auction process and service provider will be given suitable dummy names.

H. Finalization of the Successful Bidder:

- i) CONCOR will evaluate and will decide upon the winner i.e. Successful Bidder. CONCOR's decision on award of Contract shall be final and binding on all the Bidders.
- ii) After e-reverse auction is done all those service provider who participated will be requested/required to give consent if at all they want to match the rates of L-1. A screen will appear with L-1 rates and consent column for marking YES/NO.
- iii) The item-wise breakup will be taken from L1 bidder established along with participated service provider who consented on L-1 rates after e-reverse auction on their letter head through fax or email within 24 hours of the end of e-reverse auction wherein the bidder will proportionately reduce the rates quoted for all items as per the percentage reduction quoted for total value in the reverse auction.

New rate for each item after e-reverse Auction.

** New Rate = Base Rate -
 (less) %age of reduction for each item on the basis of %age reduction achieved in total value after e-Reverse Auction.

- iv) Successful Bidder/Bidders are bound to execute the work at their final bid price of e-Reverse Auction or consented L-1 rates. In case of back out or non-execution as per the rates quoted, CONCOR will take appropriate action against such Bidder and / or debar/dis-empanel him from participating in future.
- v) The above new rates would be mentioned by CONCOR in work order.

I. Bidder's Obligation :

- i) Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, CONCOR shall disqualify the service provider / bidders concerned from the e-reverse auction process.
- ii) Bidder shall not divulge either his Bid details or any other details of CONCOR to any other party without written permission from CONCOR.

J. Change in Terms & Conditions of e-Reverse Auction:

- i) Any change as may become emergent and based on the experience gained shall be made only by bid inviting authority of CONCOR.

- ii) CONCOR reserves the right to modify / withdraw any of the Terms & conditions of Auction/e-Reverse Auction at any point of time.
- iii) Modifications of Terms & conditions of e-Reverse Auction, if any, will be communicated to empaneled vendors who have participated in Auction process.

K. Errors And Omissions :

On any issue or area of material concern respecting e-Reverse Auction not specifically dealt with in these rules, the decision of CONCOR shall be final and binding on all concerned.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during Auction/e-reverse auction, it is the bidder's responsibility to have backup internet connections.

DISCLAIMER: In case of internet related problem at a bidder's end, especially during critical events "such as during Auction/E-Auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the at the end of CONCOR (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of CONCOR by the bidders in time, then CONCOR may at its discretion reschedule/cancel the affected event(s) if felt necessary.

E-REVERSE AUCTION (RA) FORMAT

CONCOR reserves the right to go for e-Reverse Auction (RA) for which empaneled service provider required to furnish following details for this purpose.

Information and general terms and conditions governing RA are given below.

Following details shall be required from the bidders or their authorized representative who will participate in the online Reverse Auction Process.

- (a) Name and Designation of Official :
- (b) Postal Address (complete) :
- (c) Telephone Nos. (Land line & Mobile both) :
- (d) FAX no. :
- (e) E-mail address :
- (f) Name of place/state, wherefrom he will participate in the RA :

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

FORMAT FOR UNDERTAKING (ON SERVICE PROVIDER’S LETTER HEAD)

We, M/s (Name of Service Provider) hereby confirms that M/s (Name of associated Customs Broker), a licensed Custom Broker, is associated with us. We further confirms that we are taking the services of M/s (Name of associated Customs Broker) for customs clearance of Import/Export cargo/containers and other related services, wherever required and we shall be responsible for all his actions, inactions.

(Authorized signatory)
For & on behalf of
M/s.....

**FORMAT FOR UNDERTAKING (ON ASSOCIATED LICENSED CUSTOMS BROKER 'S
LETTER HEAD)**

We, M/s (Name of Customs Broker) hereby confirms that we are associated with M/s (Name of Service Provider). We further confirms that we are providing the services for customs clearance of Import/Export cargo/containers and other related services, wherever required, by M/s (Name of Service Provider), as per the Customs Act, 1962, Rules & Regulations made thereunder and other allied Acts, as amended from time to time.

(Authorized signatory)
For & on behalf of
M/s.....

GROUP OF TERMINALS

Details of Terminals covered under Groups in Area-I, Area-II, Area-III & Area-IV

AREA-I

Sr. No.	Name of Group	Terminals covered under the Group
1	TKD (ICD-Tughlakabad)	ICD-TKD, ICD-DER (Dadri), MMLP/Barhi, ICD-MB (Moradabad), SCICL (Pantnagar)
2	DDL (ICD-Dhandharikalan-Ludhiana)	ICD-DDL, PLIL/Ahmedgarh, DCT/Phillaur (PHR), RCT/Dhappar, PSWC/Dhappar, ICD-Baddi, Suranassi (SRX)
3	CPC (ICD-Kanpur)	ICD-CPC, ICD-Agra, Malanpur (Gwalior),
4	KKU (Kanakpura-Jaipur)	KKU/Jaipur, BGKT (Bhagat Ki Kothi-Jodhpur), CMLK (Khatuwas), Khemli, ICD-Kota (RDT).

AREA-II

Sr. No	Name of Group	Terminals covered under the Group
1	Mumbai	TAPG (Turbhe), DRT (Dronagiri), Balli, JNPT Port.
2	Nagpur	MMLP/Mihan, MMLP/Tihi, Mandideep-Bhopal, Aurangabad.
3	Ahmedabad	Khodiyar (CKYR), Khodiyar (DCCK), AKV (Ankleshwar), BRC (Vadodara), GIM (Gandhidham), Mundra Port & Pipavav Port, Swaroopganj (CPFS), Varnama, MMLP Mundra (APSA)

AREA-III

Sr. No	Name of Group	Terminals covered under the Group
1	Chennai	TNPM (Tondiarpet), HOM (Harbour of Madras), VPDM (Vallarpadam), Milavittan, Irugur (Coimbatore)
2	Bangalore	WFD (Whitefield), NMPT (New Mangalore Port)
3	Hyderabad	CSTN (Sanathnagar), CMCN (Nagulapally), PKPK (Krishnapattnam) & Guntur
4	Vishakhapatnam	CCJS (Vishakhapatnam) & Naya Raipur

AREA-IV

Sr. No	Name of Group	Terminals covered under the Group
1	Kolkata	CTKR (Majerhat), SHM (Shalimar), HDCG (Haldia Port), KOPT (Kolkata Port), Balasore, Jharsuguda, Fatuha & CTDI (Durgapur)
2	Guwahati	Amingaon (AMJ)

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) herewith referred to as “The Principal:
..... hereinafter referred to as “The Bidder/Service provider”.

Preamble

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

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitments of the Bidder(s) / service provider(s)

- (1)** The Bidder(s) / Service provider(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a.** The Bidder(s) / Service provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the service provider to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b.** The Bidder(s) / Service provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c.** The Bidder(s) / Service provider(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Service provider(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part

of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s) / Service provider(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Service provider(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Supplier” shall be disclosed by the Bidder(s) / Service provider(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s) / Service provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Service provider(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

III. Section 4 – Compensation for Damages

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

IV Section-5- Previous transgression

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

Section 6- Equal treatment of all Bidders/Service providers/Subservice provider

- (1) The Bidder(s)/Service provider(s) undertake(s) to demand from all subservice providers a commitment in conformity with this Integrity pact, and so submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all bidders, service providers and subcontracts.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7–Criminal charges against violating Bidder(s) / Service provider(s) / Subservice provider(s)

If the Principal obtains knowledge of conduct of a Bidder, Service provider or Subservice provider, or of an

employee or a representative or an associate of a Bidder, Service provider or Subcontract which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Service provider)

Office Seal

Office Seal

Place _____
Date _____

Witness 1:
Name & Address _____

Witness 2:
Name & Address _____

SPECIMEN OF BANK GUARANTEE

In consideration of Container Corporation of India Ltd., acting through the Area Head, having its registered office at ‘CONCOR Bhawan’, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to [Name of tender] and also perform the work of Customs, Cargo & Containers facilitation and other services in CONCOR Terminal [.....] on its behalf on the terms and conditions of the agreement dated [.....] made between [..... and] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the contractor in performing the work of Customs, Cargo & Containers facilitation and other services in contravention of the terms and conditions in the said agreement.

1. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Area Head, [Name of Area/CO], Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered **or to be suffered** by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo/containers **or breach of any term of the contract.** Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....].

2. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

3. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of(Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months after the expiry of the contract period/extended period.

4. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on **its first** demand and without demur **or protest.**

5. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the

said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

6. This guarantee will not be revoked by any change in the constitution of the Bank or of the Contractor.

7. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

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

OFFICER'S SIGNATURE WITH BANK SEAL
DATE