

Corrigendum – 1

Tender No.	CON/Area-I(North)/TSS/2020	CON/Area-II(West)/TSS/2020	CON/Area-III&IV(South&East)/TSS/2020
Name of Work	Terminal Support Services at various terminals of Area-I (North)	Terminal Support Services at various terminals of Area-II (West)	Terminal Support Services at various terminals of Area-III & IV (South & East)

1) Para 3.6 is added in Chapter-II (Tender Condition)

3.6 Participation of Joint Venture (JV) in Tender:

- 3.6.1 Separate identity/name shall be given to the Joint Venture.
- 3.6.2 Number of members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 3.6.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 3.6.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member.
- 3.6.5 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. **However, in exceptional cases, EMD in the name of Any Member can be accepted subject to submission of specific request letter from Members stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from all JV members to the effect that EMD submitted by one Member may be deemed as EMD submitted by JV Firm.**
- 3.6.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format is as per Annexure-VII).
- 3.6.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 3.6.8 Approval for change of constitution of JV shall be at the sole discretion of the CONCOR. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

- 3.6.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.6.10 On award of contract to a JV, a single Performance Guarantee (Security Deposit) shall be submitted by the JV as per tender conditions. The Bank Guarantee shall be accepted only in the name of the JV and no splitting of guarantee amongst the members of the JV shall be permitted.
- 3.6.11 On issue of LOA (Letter of Acceptance), the MOU/ JV agreement between members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the CONCOR before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated CONCOR shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. This Joint Venture Agreement shall have, inter-alia, following Clauses:
- 3.6.11.1 Joint And Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the CONCOR for execution of the work in accordance with Terms and Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 3.6.11.2 Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any.
- 3.6.11.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 3.6.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 3.6.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of CONCOR in respect of the said tender/contract.
- 3.6.14 Documents to be enclosed by the JV alongwith the tender:
- 3.6.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (a) A copy of the Partnership Deed,
 - (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

- (c) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

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

A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

3.6.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (b) A copy of Memorandum and Articles of Association of the Company.
- (c) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

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

3.6.15 Eligibility Criteria: Eligibility of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

- (a) The Work Experience eligibility for the work as per NIT, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV'. Each other member of JV shall have work experience of minimum 10% of the cost of work i.e. each JV member must have satisfactorily completed during the last 03 (three) financial years (2017-18, 2018-19, 2019-20) and the current financial year (2020-21) up to the date of tender submission, atleast one similar work for a minimum of 10% of advertised value of the tender.

Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned work experience criteria in the tender under consideration.

- (b) Financial Eligibility Criteria: The JV shall satisfy the requirement of "Financial Eligibility" mentioned in NIT. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned in NIT. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Turnover/revenue (income) from operations of a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/ AGREEMENT
(On Non – Judicial Stamp paper of appropriate value notarized/ registered as per Law)

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT EXECUTED AT on thisday of 2020 between M/s Registered office atas the first party M/s Registered office at..... as the second party M/s Registered office at..... as the Third party (The expression and words of the first and second and third party shall mean and include their heirs successors, assigns, nominees execution, administrators and legal representatives respectively.)

WHEREAS all the parties are engaged mainly in the business of execution of Contracts for various Government Departments and organizations.

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying on the works mentioned in Tender Notice No..... dated of Container Corporation of India or any other work or works, as mutually decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS MOU / AGREEMENT WITNESSTH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First party, Second party and Third party in the name and style of M/s(Joint Venture of M/s....., M/s..... and M/s)
2. That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with terms and conditions of the contract.
3. That the role of each constituent of the said Joint Venture in details shall be as under:

The first party shall be responsible for

The second party shall be responsible for

The third party shall be responsible for

4. The share of profit and loss of each constituent of the said Joint Venture shall be as under:

First Party _____%

Second Party _____%

Third Party _____%

5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensurate with their role and responsibility and as required for the successful completion of the works in close consultation with each other.
6. That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.
7. That the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture firm.
8. That the party numberto this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to co-ordinate with the CONTAINER CORPORATION OF INDIA LTD. to receive payments and also to make all correspondence on behalf of this Consortium/Joint Venture. The decision of lead partner shall be binding on the Joint Venture.
9. That all the above noted parties i.e. not to make any change in the agreement without prior written consent of the CONTAINER CORPORATION OF INDIA LTD.

NOW, the parties have joined hands to form this Joint Venture on thisDay of two thousandwith reference to and in confirmation of their discussions and understanding brought on record on

IN WITNESS THEREOF, all / both the above named parties have set their respective hands onthe day and year First above mentioned in the presence of the following witness:

Signature of all Parties:

1. First party
2. Second party
3. Third party

WITNESSES:

1. First party.
2. Second party
3. Third party

2) Para 8.1 in Section-II is added as under:

In case the successful tenderer is a JV, the Contract Agreement shall be entered into by CONCOR within sixty days of the date of issue of communication i.e. Letter of Intent (LOI) from CONCOR's office.

3) Sub Para 1.1.1 under Para 1.1 (Work Experience) in Chapter-II is added as under:

In case the bidder is a Joint Venture, the bidder shall refer Para 3.6 of Section-II.

4) Sub Para 1.2.1 under Para 1.2 (Financial Credibility) in Chapter-II is added as under:

In case the bidder is a Joint Venture, the bidder shall refer Para 3.6 of Section-II.

5) Para 2.6 und Para 2 (EMD) in Chapter-II is added as under:

In case the bidder is a Joint Venture, the bidder shall refer Para 3.6 of Section-II.

6) Revised Timelines of the tender:

Tender No.	CON/Area-I(North)/TSS/2020	CON/Area-II(West)/TSS/2020	CON/Area-III&IV(South&East)/TSS/2020
Name of Work	Terminal Support Services at various terminals of Area-I (North)	Terminal Support Services at various terminals of Area-II (West)	Terminal Support Services at various terminals of Area-III & IV (South & East)
Original: Date of sale (Online)	From 19.09.2020 (15:00hrs.) to 09.10.2020 (upto 16:00 hrs.)	From 19.09.2020 (15:00hrs.) to 09.10.2020 (upto 16:00 hrs.)	From 19.09.2020 (15:00hrs.) to 09.10.2020 (upto 16:00 hrs.)
Revised: Date of sale (Online)	From 19.09.2020 (15:00hrs.) to 16.10.2020 (upto 16:00 hrs.)	From 19.09.2020 (15:00hrs.) to 16.10.2020 (upto 16:00 hrs.)	From 19.09.2020 (15:00hrs.) to 16.10.2020 (upto 16:00 hrs.)
Original: Last date & time of submission of tender	10.10.2020 upto 15:00 hrs.	10.10.2020 upto 15:00 hrs.	10.10.2020 upto 15:00 hrs.
Revised: Last date & time of submission of tender	17.10.2020 upto 15:00 hrs.	17.10.2020 upto 15:00 hrs.	17.10.2020 upto 15:00 hrs.
Original: Date & time of opening of tender	12.10.2020 at 15:00 hrs.	12.10.2020 at 15:30 hrs.	12.10.2020 at 16:00 hrs.
Revised: Date & time of opening of tender	19.10.2020 at 15:00 hrs.	19.10.2020 at 15:30 hrs.	19.10.2020 at 16:00 hrs.