

EOI Notice

Online EOI is invited for renting out of warehouse space of 3660 Sq mtre (39395 Sq. Ft.) area at Bodhjangnagar Industrial Growth Centre, Agartala, Tripura through online Open E-Auction for a period of 5+3+2 year.

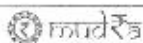
EOI No.	CON/AREA-IV/WAREHOUSE-AGARTALA/2022-23/01
Name of Work	For renting out warehouse space around 39395 Sqft (3660 Sq mtr) at CONCOR warehouse facility, Bodhjungnagar, Agartala, Tripura on monthly Rental basis for a period of 5+3+2 years through Auction.
Estimated Cost	Rs.1,95,24,162/- for 5+3+2 years. (inclusive of GST)
Period of Contract	5+3+2 years
Cost of EOI Document	Rs.1000/- inclusive of all taxes and duties through e-payment.
EOI Processing Fee	Rs.4720/- Inclusive of all taxes and duties (Non-refundable) through e-payment.
Date of Sale (Online)	From 15/3/2023, 15:00 hrs. to 05/4/2023 (upto 1600 hrs.)
Date & Time of submission of Bid	On or before 06/4/2023 upto 15:00 Hrs.
Date & Time of opening of Bid	10/4/2023 at 15:30 Hrs.

Note : Corrigendum /Addendum/Amendments/clarifications, etc, if any, shall be hosted on website only. Bidders are requested to visit the website regularly. Contact office of CONCOR, AREA – IV office / Cluster Office for any doubts/clarifications.

CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof. For complete details log on to www.tenderwizard.com

Sd/-
AREA HEAD-AREA IV

APPOINTMENTS



MICRO UNITS DEVELOPMENT & REFINANCE AGENT LTD (MURDA)

Recruitment for the post of Company Secretary with Compliance Officer (Mktg. & Risk Development & Refinance Agency Limited (MCDRA), a wholly owned subsidiary of Small Industries Development Bank of India (SIDBI) and functioning as a Non-Banking Financial Institution (NBFI) is looking to recruit suitable professional for the post of Company Secretary with Compliance Officer (enquiries@sidbi.co.in)

Please visit the website www.mjraa.org.au for further details. Abstracts, if any, will be published on MJRAA website only. Candidates should select the same before submission of final application.





Inviting Ancillary Units for Growth Opportunities

India's largest exporter of tractors with a capacity to produce over 6 lakh tractors annually invites vendor/partners to invest in dedicated vendor park in Hisar/Haryana.

PREFERENCE CATEGORIES	BENEFITS OFFERED
<ul style="list-style-type: none"> • NO FOUNDED • 100% MEXICAL • 100% EXPORTATION • 100% INDIAN 	<ul style="list-style-type: none"> • 100% on warehouse available price • Extending the Turnover period up to 120-150 days • 100% call support/training • 100% secure, 24x7 & prompt



These are invitation for sale of 100% exportation @Sonalika.com 1-800-4848484@Sonalika.com
 visit website for information & to place order directly online

 **Bank of Baroda**
www.bankofbaroda.in

NOTICE FOR TENDER

Bank of Baroda, Head Office Baroda invites technical and price bids from General Insurance Companies to renew the following Insurance policies for the period 01.04.2023 to 31.03.2024

- 1. Group Personal Accident Insurance Policy for all Employees
- 2. Directors & Officers Liability Insurance Policy
- 3. Bankers Indemnity Policy (Domestic) & Special Contingency Policy- Fledged Gold
- 4. Bankers Indemnity Policy (International/Operations)

Detailed tender documents are available in the Tenders section of Bank's website www.bankofbaroda.in

Any Addendum/Corrigendum including modification in the tender documents shall be notified only on the Bank's website: www.bankofbaroda.in

Last date for submission of Bid:
28.03.2023 up to 11.00 AM

Place Baroda
Date: 13.03.2023

Assistant General Manager
(Operations & Services)
Head Office, Baroda

Extension of the last date for submission of EoI in
Coastal Energen Private Limited
Addendum to the Form G published on February 10, 2023
and Addendum published on February 24, 2023

This is with reference to the Form Reviewing Expression of Interest (EORI) to *consideration period in relation to the Corporate Insolvency Resolution Process of "Central Energy Infra Limited"* (published February 16, 2023) and all India EORI of Business Standard and Economic Times and Tamil Edition of the Business Standard (hereinafter referred to as "EORI") of Regulation 36(1) of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Person), Regulation, 2016. The last date for the submission of the EORI was February 25, 2023 and in the region, an advertisement was placed in the same newspaper on February 26, 2023 extending extension of the last date for submission of EORI to March 12, 2023.

Please note that the latest date of submission of DOs has been further extended to **March 27, 2025**. All other terms and conditions remain unchanged. Please visit <http://www.opastokenengen.com/stop.htm> or write to us at ops@opastokenengen.com for updated document of the Open for Bid and other documents.

Mr. Madhukrishnan Duraimagan
 Reception Professional
 888166 069 9400605/717-2918/10395
 NO 21, Krishna, 1st Avenue
 180 Feet Road, Ashok Nagar, Chennai - 600081, Tamil Nadu
 For Mrs. Coastal Energies Private Limited
 AFA Valid upto November 30, 2022
 Date: March 1, 2021
 Place: Chennai

 CONTAINER CORPORATION OF INDIA LTD. INCORPORATED IN INDIA 100% Wholly owned by Government of India Registered Office: 100, Park Road, Fort, Mumbai - 400 002, India Telephone: 022-2362 2100, 2362 2101, 2362 2102, 2362 2103, 2362 2104, 2362 2105, 2362 2106, 2362 2107, 2362 2108, 2362 2109, 2362 2110, 2362 2111, 2362 2112, 2362 2113, 2362 2114, 2362 2115, 2362 2116, 2362 2117, 2362 2118, 2362 2119, 2362 2120, 2362 2121, 2362 2122, 2362 2123, 2362 2124, 2362 2125, 2362 2126, 2362 2127, 2362 2128, 2362 2129, 2362 2130, 2362 2131, 2362 2132, 2362 2133, 2362 2134, 2362 2135, 2362 2136, 2362 2137, 2362 2138, 2362 2139, 2362 2140, 2362 2141, 2362 2142, 2362 2143, 2362 2144, 2362 2145, 2362 2146, 2362 2147, 2362 2148, 2362 2149, 2362 2150, 2362 2151, 2362 2152, 2362 2153, 2362 2154, 2362 2155, 2362 2156, 2362 2157, 2362 2158, 2362 2159, 2362 2160, 2362 2161, 2362 2162, 2362 2163, 2362 2164, 2362 2165, 2362 2166, 2362 2167, 2362 2168, 2362 2169, 2362 2170, 2362 2171, 2362 2172, 2362 2173, 2362 2174, 2362 2175, 2362 2176, 2362 2177, 2362 2178, 2362 2179, 2362 2180, 2362 2181, 2362 2182, 2362 2183, 2362 2184, 2362 2185, 2362 2186, 2362 2187, 2362 2188, 2362 2189, 2362 2190, 2362 2191, 2362 2192, 2362 2193, 2362 2194, 2362 2195, 2362 2196, 2362 2197, 2362 2198, 2362 2199, 2362 2200, 2362 2201, 2362 2202, 2362 2203, 2362 2204, 2362 2205, 2362 2206, 2362 2207, 2362 2208, 2362 2209, 2362 2210, 2362 2211, 2362 2212, 2362 2213, 2362 2214, 2362 2215, 2362 2216, 2362 2217, 2362 2218, 2362 2219, 2362 2220, 2362 2221, 2362 2222, 2362 2223, 2362 2224, 2362 2225, 2362 2226, 2362 2227, 2362 2228, 2362 2229, 2362 2230, 2362 2231, 2362 2232, 2362 2233, 2362 2234, 2362 2235, 2362 2236, 2362 2237, 2362 2238, 2362 2239, 2362 2240, 2362 2241, 2362 2242, 2362 2243, 2362 2244, 2362 2245, 2362 2246, 2362 2247, 2362 2248, 2362 2249, 2362 2250, 2362 2251, 2362 2252, 2362 2253, 2362 2254, 2362 2255, 2362 2256, 2362 2257, 2362 2258, 2362 2259, 2362 2260, 2362 2261, 2362 2262, 2362 2263, 2362 2264, 2362 2265, 2362 2266, 2362 2267, 2362 2268, 2362 2269, 2362 2270, 2362 2271, 2362 2272, 2362 2273, 2362 2274, 2362 2275, 2362 2276, 2362 2277, 2362 2278, 2362 2279, 2362 2280, 2362 2281, 2362 2282, 2362 2283, 2362 2284, 2362 2285, 2362 2286, 2362 2287, 2362 2288, 2362 2289, 2362 2290, 2362 2291, 2362 2292, 2362 2293, 2362 2294, 2362 2295, 2362 2296, 2362 2297, 2362 2298, 2362 2299, 2362 2300, 2362 2301, 2362 2302, 2362 2303, 2362 2304, 2362 2305, 2362 2306, 2362 2307, 2362 2308, 2362 2309, 2362 2310, 2362 2311, 2362 2312, 2362 2313, 2362 2314, 2362 2315, 2362 2316, 2362 2317, 2362 2318, 2362 2319, 2362 2320, 2362 2321, 2362 2322, 2362 2323, 2362 2324, 2362 2325, 2362 2326, 2362 2327, 2362 2328, 2362 2329, 2362 2330, 2362 2331, 2362 2332, 2362 2333, 2362 2334, 2362 2335, 2362 2336, 2362 2337, 2362 2338, 2362 2339, 2362 2340, 2362 2341, 2362 2342, 2362 2343, 2362 2344, 2362 2345, 2362 2346, 2362 2347, 2362 2348, 2362 2349, 2362 2350, 2362 2351, 2362 2352, 2362 2353, 2362 2354, 2362 2355, 2362 2356, 2362 2357, 2362 2358, 2362 2359, 2362 2360, 2362 2361, 2362 2362, 2362 2363, 2362 2364, 2362 2365, 2362 2366, 2362 2367, 2362 2368, 2362 2369, 2362 2370, 2362 2371, 2362 2372, 2362 2373, 2362 2374, 2362 2375, 2362 2376, 2362 2377, 2362 2378, 2362 2379, 2362 2380, 2362 2381, 2362 2382, 2362 2383, 2362 2384, 2362 2385, 2362 2386, 2362 2387, 2362 2388, 2362 2389, 2362 2390, 2362 2391, 2362 2392, 2362 2393, 2362 2394, 2362 2395, 2362 2396, 2362 2397, 2362 2398, 2362 2399, 2362 2400, 2362 2401, 2362 2402, 2362 2403, 2362 2404, 2362 2405, 2362 2406, 2362 2407, 2362 2408, 2362 2409, 2362 2410, 2362 2411, 2362 2412, 2362 2413, 2362 2414, 2362 2415, 2362 2416, 2362 2417, 2362 2418, 2362 2419, 2362 2420, 2362 2421, 2362 2422, 2362 2423, 2362 2424, 2362 2425, 2362 2426, 2362 2427, 2362 2428, 2362 2429, 2362 2430, 2362 2431, 2362 2432, 2362 2433, 2362 2434, 2362 2435, 2362 2436, 2362 2437, 2362 2438, 2362 2439, 2362 2440, 2362 2441, 2362 2442, 2362 2443, 2362 2444, 2362 2445, 2362 2446, 2362 2447, 2362 2448, 2362 2449, 2362 2450, 2362 2451, 2362 2452, 2362 2453, 2362 2454, 2362 2455, 2362 2456, 2362 2457, 236	
---	--

विकास ही
उत्तर है

बिज़नेस स्टैंडर्ड
समृद्धि
उत्तर प्रदेश

Leaders from government and business, and other key stakeholders of UP, will get together to discuss the developmental agenda and way forward for the state once again in Business Standard 'Uttar Pradesh Samridhi'.

Tuesday, March 21
Tai Mahal, Lucknow

Entry by invitation only. For more information and invites, contact
Jyoti Kumari 8318101872 | Ayushi Singh 8887541289

Business Standard
Insight Out



भारतीय कंटेनर निगम लिमिटेड
Container Corporation of India Ltd.
 (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

A Navratna Company

CONCOR Bhawan, C-3 Mathura Road, Opp. Appollo Hospital, New Delhi - 110 076



EOI Notice

Online EOI is invited for renting out of warehouse space of 3660 Sq mtr (39395 Sq. Ft.) area at Bodhjangnagar Industrial Growth Centre, Agartala, Tripura through online Open E-Auction for a period of 5+3+2 year.

EOI No.	CON/AREA-IV/WAREHOUSE-AGARTALA/2022-23/01
Name of Work	For renting out warehouse space around 39395 Sqft (3660 Sq mtr) at CONCOR warehouse facility, Bodhjungnagar, Agartala, Tripura on monthly Rental basis for a period of 5+3+2 years through Auction.
Estimated Cost	Rs. 1,95,24,162/- for 5+3+2 years. (inclusive of GST)
Period of Contract	5+3+2 years
Cost of EOI Document	Rs. 1000/- inclusive of all taxes and duties through e-payment.
EOI Processing Fee	Rs. 4720/- Inclusive of all taxes and duties (Non-refundable) through e-payment.
Date of Sale (Online)	From 15/3/2023, 15:00 hrs. to 05/4/2023 (upto 1600 hrs.)
Date & Time of submission of Bid	On or before 06/4/2023 upto 15:00 Hrs.
Date & Time of opening of Bid	10/4/2023 at 15:30 Hrs.

Note: Corrigendum/Addendum/Amendments/clarifications, etc, if any, shall be hosted on website only. Bidders are requested to visit the website regularly. Contact office of CONCOR, AREA-IV office / Cluster Office for any doubts/clarifications. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof. For complete details log on to www.tenderwizard.com

Sd/-

AREA HEAD-AREA IV



भारतीय कंटेनर निगम लिमिटेड **Container Corporation of India Ltd.** (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

कॉन्कॉर भवन, सी-3, मथुरा रोड, अपोलो अस्पताल के सामने, नई दिल्ली-110076



ईओआई नोटिस

बोधजननगर औद्योगिक विकास केंद्र, अगरतला, त्रिपुरा में 3660 वर्ग मीटर (39395 वर्ग फीट) के गोदाम स्थान को 5+3+2 वर्ष की अवधि के लिए ऑनलाइन खुली ई-बीडिंग के माध्यम से किराए पर लेने के लिए ऑनलाइन ईओआई आमंत्रित किया जाता है।

ईओआई संख्या	CON/AREA-IV/WAREHOUSE-AGARTALA/2022-23/01
कार्य का नाम	बीडिंग के माध्यम से 5+3+2 वर्ष की अवधि के लिए मासिक किराये के आधार पर कॉन्कॉर डेयरहाउस सुविधा, बोधजननगर, अगरतला, त्रिपुरा में लगभग 39395 वर्गफुट (3660 वर्ग मीटर) गोदाम स्थान किराए पर देने के लिए।
अनुमानित लागत	रु. 1,95,24,162/- 5+3+2 वर्षों के लिए। (जीएसटी सहित)
अनुबंध की अवधि	5+3+2 साल
ईओआई दस्तावेज की लागत	ई-गुगतान के माध्यम से सभी करें और शुल्कों सहित रु. 1000/-
ईओआई प्रसंस्करण शुल्क	रु. 4720/- ई-गुगतान के माध्यम से सभी करें और शुल्कों सहित (अप्रतिदेय)।
बिडिंग की तारीख (ऑनलाइन)	15/3/2023, 15:00 बजे से, 05/4/2023 (16:00 बजे तक)
बोली जमा करने की तिथि और समय	06/4/2023 को या उससे पहले 15:00 बजे तक।
बोली खोलने की तिथि और समय	10/4/2023 को 15:30 बजे।
नोट: शुद्धिपत्र/परिशिष्ट/संशोधन/साप्तीकरण, आदि, यदि कोई हो, केवल वेबसाइट पर होस्ट किया जाएगा। बोलीदाताओं से अनुरोध है कि वे नियमित रूप से वेबसाइट देखते रहें। किसी भी संदेह/साप्तीकरण के लिए कॉन्कॉर कार्यालय, एरिया IV कार्यालय/क्लरकर कार्यालय से संपर्क करें। कॉन्कॉर बिना कोई कारण बताए किसी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है। पूरी जानकारी के लिए www.tenderwizard.com पर लॉग ऑन करें। हस्ता/-	
क्षेत्र प्रमुख - क्षेत्र IV	

HONDA

যারা থাকে সর্বদা অ্যাডভান্সড

SP125

5% EXTRA CASHBACK SBI card

*Min. Trans: ₹40000; Max. Cashback: ₹5000 per card. Valid once per card per month. Validity: 01 Jan - 31 Mar 2023. T&C Apply.

৳১২৮০০০*	মূল্য হল	কোন সহযোগিতা নেই*
'3999'	7.99%	

CLICK ONLINE NOW

CLICK BOOK RELAX

Honda Motorcycles & Scooters India Pvt. Ltd., Registered Office: Plot No. A, Sector - 62, IIT Kharagpur, Dist. Birsa, Jharkhand - 826010. **Website:** www.hondamotorcyclesindia.com. **Customer Care:** customercare@hondaindia.com

*Excludes Road Safety Kit, Helmets, Insurance, Accessories, Dealer's Commission & other charges. Actual price may vary. *Price includes GST. All prices are indicative and subject to change without notice. Price may vary by location. *Price includes GST. All prices are indicative and subject to change without notice. Price may vary by location. *Price includes GST. All prices are indicative and subject to change without notice. Price may vary by location.

Honda Exclusive Authorized Dealership: AGARWALA, Jammu/Kashmir - 979846297, 874711324 DRAVIDHARAN, Pimpri/Honda - 90451585, 0282225295 KIRANAGARI, Shimoga/Honda - 0736002 530 LOKAPUR, Andhra/Honda - 908131106, 7382122299.

NORTH INDIA/NPTEL, Thane/Honda - 812946655, 4000441 Surada/Honda - 068171161

For Bulk/Institutional enquiries, please write us at: test@nationalsales@honda2wheelersindia.com



भारतीय कंटेनर निगम लिमिटेड
Container Corporation of India Ltd.
 (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

A Navratna Company

CONCOR Bhawan, C-3 Mathura Road, Opp. Appollo Hospital, New Delhi - 110 076



EOI विज्ञप्ति

बोधजंजनगर इंडस्ट्रियल ग्राउथ सेंटर, आगरतला, त्रिपुराय 3660 वर्ग मीटर (39395 वर्गफुट) शुद्धांतर स्थान अनलाइन ओपेन ई-बिलामेर माध्यामे 5+3+2 बहुरेर जना डाडा देओयार उद्देश्ये अनलाइन EOI आमंत्रण जानानो हय्छे।

EOI नं	CON/AREA-IV/उद्यारहाउस-आगरतला/2022-23/01
काजेर नाम	CONCOR उद्यारहाउस फेसिलिटी, बोधजंजनगर, आगरतला, त्रिपुराय आनुमानिक 39395 वर्ग फिट (3660 वर्ग मीटर) शुद्धांतर 5+3+2 बहुरेर जना बिलामेर माध्यामे मासिक डाडार त्रितिते डाडाय देओयार उद्देश्ये
आनुमानिक बाय	5+3+2 बहुरेर जना ₹1,95,24,162/- I (GST सह)
चुक्तिर मेय्याद	5+3+2 बहुर
EOI नथिब धुला	₹1000/- समस्त कर ओ शुल्क समेत, ई-पेमेन्टेर माध्यामे।
EOI प्रक्रियाकरणा फि	₹4720/- समस्त कर ओ शुल्क (अफेरतयोगा) समेत, ई-पेमेन्टेर माध्यामे।
बिज्जयेर तारिख (अनलाइन)	15/3/2023, 15:00 घन्टी थेके 05/4/2023 (1600 घन्टी पर्यंत)
बिलामेर डाक जमा देओयार तारिख ओ समय	06/4/2023 15:00 घन्टी पर्यंत अथवा तार आगे
बिलामेर डाक थोलार तारिख ओ समय	10/4/2023 15:30 टाय

धुष्टबा: शुक्तिपत्र/संयोजन/संशोधन/स्पष्टीकरण, इत्यादि, यदि थाके, शुधुमात्र ओयेबसाईटे प्रकाश करा हवे। दरदातादेर नियमित तावे ओयेबसाईट देधार जना अनुबोध करा ह्छे। थे कानओ जिज्जासा/ स्पष्टीकरणेर जना CONCOR-ओ एरिया-IV कार्यालय / ब्लड्डीर कार्यालये योगायोग करुना। कानओ कारण बातिरेके येकानओ अथवा सकल दरपत्र प्रत्याधान करार अधिकार CONCOR संश्रक्षण करे। सम्पूर्ण बिबरणेर जना www.tenderwizard.com-ओ लगइन करुन

Sd/-

एरिया हेड - एरिया IV



CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Area-IV, EAST.

Duckback House, 5th Floor, 41, Shakespeare Sarani, Kolkata-700017

ONLINE EXPRESSION OF INTEREST (EOI) FOR RENTING OUT WAREHOUSE SPACE AROUND 39395 SQFT (3660 SQM) AT CONCOR WAREHOUSE FACILITY, BODHJUNGNAGAR, AGARTALA, TRIPURA ON MONTHLY RENTAL BASIS FOR A PERIOD OF 5+3+2 YEAR THROUGH AUCTION.

EOI No. CON/AREA-IV/WAREHOUSE-AGARTALA/2022-23/01

EOI NOTICE

1. Online **Expression of Interest(E O I)** in Single bid system is invited for Renting out around 39395 Sq.ft (3660 SQM) at Bodhjunnagar, Agartala, Tripura on monthly rental basis for a period of 5+3+2 year through auction.
2. The EOI document can **only** be downloaded from the website (www.tenderwizard.com/CCIL) and the intending bidders should pay the EOI documents sale price of Rs.1000/- through e-payment at the time of making online request.
3. Complete EOI papers duly accompanied with receipts of e-payment of document sale price, shall be received online as per date and time mentioned below :

EOI No.	CON/AREA-IV/WAREHOUSE-AGARTALA /2022-23/01
Name of Work	ONLINE EOI FOR RENTING OUT WAREHOUSE SPACE AROUND 39395 SQFT (3660 SQM) AT CONCOR WAREHOUSE FACILITY, BODHJUNGNAGAR, AGARTALA, TRIPURA ON MONTHLY RENTAL BASIS FOR A PERIOD OF 5+3+2 YEAR THROUGH AUCTION.
Estimated Cost	Rs.1,95,24,162/- including GST for period of 5+3+2 year
Period of Contract	5+3+2 year
Earnest Money Deposit	Rs.3,90,484/- (through e-payment).
Cost of EOI Document (Non-refundable)	Rs.1000/- through e-payment).
EOI Processing Fee (Non-refundable)	Rs.4720/- inclusive of all taxes through e-payment (Non Refundable).
Date of sale of EOI documents (online)	From 15/3/2023 15:00hrs to 05/4/2023 (upto 16:00 hrs)
Last Date & Time of submission of EOI.	On or before 06/4/2023 upto 15:00 hrs
Date & Time of Opening of EOI.	10/4/2023 at 15:30 hrs.
Eligibility Criteria:	The bidder should be in the field of manufacturing or trading or clearing & forwarding agent or transporter or in logistic field for a period of last two immediate financial years prior to the last date of submission of the bid for this EOI i.e., 2020-21 & 2021-22. The bidder shall produce documentary proof of having carried out such business for the financial years 2020-21 & 2021-22. The bidder must have a positive net worth based upon latest completed (audited) annual accounts.

Note: Corrigendum/ Addendum/ Amendments/ Clarifications etc., if any, shall be hosted on website only. Bidders are requested to visit the website regularly, contact office of CONCOR, AREA IV office / Cluster office for any doubt / clarifications.

4. CONCOR reserves the right to reject any or all the EOIs without assigning any reason thereof.
5. This EOI notice is also available on the web site www.concorindia.com. The bid document can also be downloaded from the website (www.tenderwizard.com/CCIL). However, the intending bidders should submit the document sale price of Rs.1000/- through e-payment at the time of making Online request.
6. EMD to be paid through e-payment and receipt of the same should be scanned uploaded in the e-bidding website www.tenderwizard.com/CCIL.
7. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges as applicable (approx. 1,200/- + GST @18%) to M/s. ITI through e-payment. Bidders have to pay the EOI Processing Fee to ITI through e-payment at the time of submission of bid.
8. The detailed EOI document can be viewed from the website www.tenderwizard.com/CCIL from 15/03/2023 15:00 hrs to 05/4/2023 upto 16:00 hrs.

Note :

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

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.
5. The said contract is not of split-able nature and hence the provisions for splitting of 20% work amongst participating MSEs quoting within a price band of H1+15% by taking their price to H-1 price in a situation where H-1 price is someone other than a MSE, will not be applicable for this contract.

6. The above clause w.r.t. MSE are subject to changes and amendments issued by GOI from time to time.

For any difficulty in downloading & submission of EOI document at website www.tenderwizard.com/CCIL, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. +8800378607/+8641967966/.

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

EOI Letter

To,

Dear Sir,

SUB: RENTING OF WAREHOUSE SPACE AROUND 39395 SQFT (3660 SQM) AT CONCOR WAREHOUSE FACILITY, BODHJUNG NAGAR, AGARTALA, TRIPURA ON MONTHLY RENTAL BASIS FOR A PERIOD OF 5+3+2 YEAR THROUGH AUCTION.

With reference to above, online EOI is invited from Competent & financially sound interested parties for Renting out around 39395 sq.ft. (3660 sqm) Warehouse space at Bodhjunnagar Industrial Growth Centre, Agartala, Tripura on monthly rental basis for a period of 5+3+2 year through online EOI and auction mode. **Interested party/ies may apply online.** The bidders are requested to note the following carefully.

1. The offer in e-EOI mode is invited in single packet as per time, date and other instruction indicated below. You are requested to go through the instruction contained in the documents and submit your EOI on the due date and time as mentioned in the EOI notice duly digitally signed along with requisite credentials through e-EOI mode on the website www.tenderwizard.com/CCIL. No other mode is acceptable.
2. Conditional EOI will not be accepted and will be rejected out-right.
3. CONCOR reserves the right to:
 - Accept or reject any or all of the EOIs, without assigning any reasons.
 - To extend the date of submission of the EOI.
 - Seek clarification from the bidders regarding any information and documents submitted. Failure to submit the same may render the bid liable for rejection. However, clarification sought should not change the basic bid submitted by the bidder.
 - If the bidder deliberately gives any wrong information or suppresses/conceals any information/facts in his EOI to make his bid favorable for acceptance of his EOI or creates circumstance for the acceptance of his EOI fraudulently, then CONCOR reserves the right to reject such EOI at any stage of execution without any financial liability. Any loss suffered by CONCOR on this account will be recovered from bidder. This will be done without prejudice to CONCOR's right to seek any other remedy under law.
 - Bypass any bidder debarred by CONCOR/PSU etc.

4. Earnest Money Deposit (EMD): Rs.3,90,484/- to be paid through e-payment.

Complete EOI papers duly accompanied with requisite EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

The EMD of all the unsuccessful bidder will be refunded on award of the of the contract to the successful bidder. No interest is payable on the EMD under any circumstances. The earnest money deposit by the successful bidder will be adjusted towards the security deposit. In case the bidder choosing any other option, it will be refunded after receipt of the Security Deposit.

5. QUOTING OF RATES

The bidder must quote rates in the Schedule of rates (Annexure I) online in the Financial Bid very carefully, both in words and figures. In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated as cancelled.

6. EXECUTION OF CONTRACT DOCUMENT:

The successful bidder whose bid is accepted shall be required to appear at the office of the ED/AREA HEAD / AREA HEAD, of the Area - IV, Container Corporation of India Ltd., in person or, if the bidder is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CONCOR's office and start the work within (30) thirty days of issue of LOI or by the date communicated by the respective ED/AREA HEAD / AREA HEAD, whichever is later. Failure to do so may constitute a breach of contract concluded by the acceptance of the bid, leading to forfeiture of Earnest Money Deposit. ED/CGM/RGM may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

7. SECURITY DEPOSIT:

- 7.1 The successful bidder will be required to furnish a *security deposit shall be 3% of contract value towards successful performance under this contract within [15 days] from the date of communication of award of contract in his favour by CONCOR.

(*Note: Security Deposit should be equivalent to 3% of contract value, subject to maximum of Rs.25 lakhs.)

- 7.2 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by CONCOR.
 - (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/Bankers Cheque / Pay Orders

Note :

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
 - (b) The National Saving / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
 - (c) No interest shall be allowed or paid on the security deposit.
 - (d) ED/Area Head may extend the time for submission of Security Deposit by 10 days, on the request of the Bidder, or in the interest of CONCOR, if there are sufficient reasons for doing so.
- 7.3 Should a bidder, whose bid has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the bid or within the extended time permitted by ED/Area Head, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CONCOR in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 7.4 In case the contract is extended for further period as mentioned above, the validity of the Security Deposit instrument will be accordingly extended by the Bidder by an equivalent duration of time.
- 7.5 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided 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 Bidder to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the Bidder shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the Bidder shall at once make good the deficiency in the amount of the 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 Bidder.
- 7.6 The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the Bidder, of any of the terms and conditions of this contract, leading to premature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.
- 7.7 The security deposit will be proportionately increased in case of upward rate revision based on rate revision clause. However, the increase in security deposit will be effected only if the revision in rate is 5% or above. The maximum ceiling of security deposit will be Rs. 25 lacs.

8. REFUND OF SECURITY DEPOSIT:

- 8.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the Bidder within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Terminal Manager.
- 8.2 In the event of any dispute arising between CONCOR and the Bidder or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the Handling and/or Transportation Bidder singly or jointly with others and CONCOR, who shall detain the security deposit or such balance thereof and/or other amounts

payable to the Bidder as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The Bidder shall have no claim for compensation or otherwise for any such detention made by CONCOR.

9. **Eligibility Criteria:-**

- 9.1 The bidder should be in the field of manufacturing or trading or clearing & forwarding agent or transporter or in logistic field for a period of last two immediate financial years prior to the last date of submission of the bid for this EOI i.e., 2020-21 & 2021-22. The agency shall produce documentary proof of having carried out such business in financial years 2020-21 & 2021-22. The bidder must have a positive net worth based upon latest completed (audited) annual accounts.
- 9.2 The bidder should have requisite license such as Trade license, or have necessary permission/registration from appropriate authority (union/State/Local Govt. authority/Statutory Body) for carrying out the above activities. In case the agency does not have such a registration/license, he shall undertake to get it Registered (license issued) within two months' time, in the event they are awarded the contract.
- 9.3 Documents to be submitted by bidder - Copy of partnership deed with copy of registration certificate if bidder is a partnership firm, memorandum and article of association along with copy of incorporation certificate in case of company or in case of sole proprietor, an affidavit may be enclosed.
- 9.4 EMD as mentioned above to be paid through e-payment and the receipt of the same should be scanned and uploaded on the e-bid website, www.tenderwizard.com/CCIL. At any stage during the evaluation of e-bid, if the EMD is found invalid, the respective bidder's bid will be summarily rejected.
- 9.5 Bid should be accompanied by the following documents
 - (1) Copy of Certificate of GST Registration
 - (2) Copy of PAN card.

Note: - All MSEs registered under the following authority will be regulated as below:

Such MSEs registered agencies mentioned below and who have valid certificate of Registration under MSE, will be benefited according to the prescribed guideline as issued by Govt. of India under this Act.

- (a) District Industries Centers (b) Khadi and Village industries Commission (c) khadi and village Industries Board (d) Coir Board (e) National Small Industries Corporation (f) Directorate of Handicraft and Handloom (g) Udyog aadhar h) Any other body specified by Ministry of MSME.

10. CONSTITUTION OF THE FIRM:

- 10.1 The bidders, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 10.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 10.3 CONCOR may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 10.4 If the bid is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the bid application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the bid, in which case a certified copy of the Power of Attorney shall accompany the bid application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the bid application / document.
- 10.5 If the bid application is submitted by a company or a corporation, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the application, in which case a certified copy of the Board resolution/Power of attorney shall accompany the bid document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the bid document.

11. JOINT VENTURE:

- 11.1 If the bid application is submitted by a Joint Venture of two or more firms:
 - a. Separate identity/name shall be given to the Joint Venture Firm.
 - b. The bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
 - c. It shall be signed by each member party to the joint venture so as to be legally binding on all parties.
 - d. 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 Lead Member can be accepted subject to submission of specific request letter

from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

- e. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- f. A copy of Memorandum of Understanding (MoU) executed by the JV members shall be Submitted by the JV Firm along with the bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- g. Once the bid is submitted, the MoU shall not be modified / altered / terminated during the validity of the bid. In case the bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- h. Approval for change of constitution of JV Firm shall be at the sole discretion of CONCOR. The constitution of the JV Firm shall not be allowed to be modified after submission of the bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- i. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- j. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to CONCOR before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:
 - 1) Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (CONCOR) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the CONCOR during the course of execution of the contract or due to non-execution of the contract or part thereof.

- 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 and the maintenance period after the work is completed.
- 3) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- k. **Authorized Member** - Joint Venture members shall authorize one of the members as Lead member on behalf of the Joint Venture Firm to deal with the bid, sign the agreement or enter into contract in respect of the said bid, to receive payment. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- l. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (CONCOR) in respect of the said bid/contract.

11.2 Documents to be enclosed by the JV Firm along with the EOI :

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

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the Partners of the partnership firm to sign the JV Agreement on behalf of the Partnership firm and create liability against the firm.

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

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

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

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

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

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

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

11.4 A wholly owned subsidiary company of CONCOR in the logistics field will be considered qualified automatically in terms of experience and financial soundness criteria.

12. All the pages of the EOI document should be duly signed & stamped on each page by bidder. The scanned documents duly signed and stamped on each page should be uploaded on the e-bid website.

13. **Financial Bid**

Bidder found meeting the eligibility criteria as per para 9 above will be eligible to participate in online auction wherein they will be requested to quote rate per sqft per month equal or above the Reserve Price. The bidder quoting the highest price (H1 price) will be declared as successful bidder. The details will be informed to the bidder after screening their bids vis a vis the eligibility criteria as per para 9 above.

14. **Reserve price:**

The Reserve Price of the warehouse space is Rs.3.50 per square feet per month. Bid increment price is Rs.0.25 per sqft per month. Applicable GST will be extra. Utility charges like Electricity and water shall be payable by the Lessee as per actual or as fixed by CONCOR. The monthly rentals payable by licensee will remain fixed for the whole period of 1 year.

15. **Escalation Clause** : The bidder should note that an escalation of 7% per annum will come into effect at the end of every 01 year. This escalation will be effective during the entire duration of contract period including the extended period i.e. for entire 10 year period.

Illustration : From 2nd year onwards there will be escalation @7% per annum on the contractual rate. Escalation @7% per annum will also remain valid from 6th year to 10th year.

16. **Validity of offer**

The participant is permitted to e-EOI/auction on the clear understanding that, after submission of the e- EOI/e auction, he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within 120 days of the date of opening of the EOI/e auction bid, unless extended further with mutual consent. If the bidder fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, CONCOR can take recourse to other legal remedies in terms of the contract.

17. **The Agency may note the following.**

- i. If any of the conditions of online EOI are not fulfilled, such online EOI will be summarily rejected outright and objections raised in this regard will neither be entertained nor be tenable at law being pre-conditions.
- ii. CONCOR reserves the right to accept any e-EOI from among the e-EOIs received or to reject any or all the EOIs so received without assigning any reason thereof.
- iii. Necessary Licenses required to store the cargo must be available with the successful bidder immediately prior to commencement of the rent period. In case the agency does not have such a registration/license, he shall undertake to get it Registered (license issued) within two months' time, in the event they are awarded the contract.

18. **Acceptance of EOI:** The authority for acceptance of EOI documents and bided rates will rest with the competent authority of Container Corporation of India Ltd who does not bind himself to accept the highest or any other EOI.

19. **SECURITY DEPOSIT & EXECUTION OF AGREEMENT:**

The successful bidder shall be required to submit a **Security Deposit equal to 3% of contract value i.e. Rs...../-**(Rupees only), by way of Demand Draft (DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Kolkata or in the form of a Bank guarantee from a scheduled Bank in the format given in **ANNEXURE-II** with validity of 126 months from the date of commencement of Contract and **execute an agreement** with CONCOR on a non-judicial STAMP PAPER of Rs. 100/- value as per SPECIMEN DRAFT in **Annexure-I** of this document **within 15 days of award of contract** (i.e., from date of this LOI). The security deposit or BG will be refunded/returned within 1 (one) month of the completion of the agreement period or extended period, on obtaining 'No Dues Certificate' from the Terminal Manager. No interest is payable on the security deposit under any circumstances.

In case, the successful bidder fails to submit the Security Deposit or fails to execute the agreement within the stipulated time or declines/back out /rescinds from his offer, CONCOR reserves the right to take action as it deems fit. In case of unforeseen circumstances, Area Head, Area-IV/CONCOR, may condone the delay and extend the period of submission of the Security deposit and execution of the agreement by **maximum 10 days**, upon specific request of the successful bidder in writing with due explanation of the reasons for delay.

20. **LIABILITY**

- 20.1 The Bidder shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to CONCOR. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the Bidder with CONCOR for any other place / location.

- 20.2 CONCOR will not be liable to pay any compensation to the staff / labour of the Bidder for the injuries / death while performing duty. In case CONCOR is to incur any liability, the same will be recovered from the Bidder.
- 20.3 The successful Bidder will have to arrange his own security for safety of the cargo stored in the warehouse. CONCOR can not be held responsible for any theft, pilferage, damage to the cargo stored in the warehouse. The successful Bidder is also ensure adequate safety and security of the CONCOR assets in the CONCOR premises.
21. Safety Norms : It is the responsibility of the successful Bidder to follow the standard safety norms as per the guideline of State Govt / Local Administration or any other administration for the purpose of safety of the cargo and CONCOR warehouse and the warehouse premises.
22. The successful bidder will be allotted the warehouse space to commence their operation and will be handed over the vacant possession of the premises after screening the Bids/offers by a nominated committee. The selected bidder will have to pay Warehouse rent in the manner prescribed in para-1 of the terms and conditions of the agreement in ANNEXURE-I.
23. The bidders will be required to quote per sq.ft per month rental rate in rupees equal to or above the Reserve Price as mentioned in this document. **The Highest rate quoted by qualified bidder shall be the basis for selection of successful bidder to rent out the warehouse.**
24. Bidders from the Country Which Shares Land Border With India: -
- 24.1 Any bidder from a country which shares a land border with India will be eligible to bid in this bid only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).
- 24.2 "Bidder" (including the term 'bidder', '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.
- 24.3 "Bidder from a country which shares a land border with India" for the purpose of this Order Means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above.
- 24.4 The beneficial owner for the purpose above will be as under:

- a) 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 –

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- (ii) "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.
- b) 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;
- c) 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;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e) 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.

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

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

25) The bidder should submit the following certificate on their Letter Head

"I have read the clauses under "INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA" of the Bid Document, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that (bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that (bidder name) 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.]"

"I have read the clauses under "INSTRUCTIONS FOR THE BIDDERS FROM THE COUNTRY WHICH SHARES LAND BORDER WITH INDIA" of regarding restrictions on procurement from a

bidder of a county which shares a land border with India and on sub-contracting to Bidders from such countries; I certify that (bidder name) is not from such country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a Bidder from such countries unless such Bidder is registered with the Competent Authority. I hereby certify that (bidder name) fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Note :- In respect of bids, 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 bid, 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.

- 26) **JPO :** A Joint Procedure Order (JPO) may be executed by CONCOR & the Agency for smooth working of the warehouse.
- 27) All the personnel employed by the Agency shall be engaged by him as his own employees/workmen in all respect implied or expressed. The Agency shall be responsible against any liabilities of accident, partial or full disability, death etc. The Agency shall keep CONCOR indemnified against liabilities arising out of the contract on this account.
- 28) **DEATH OF THE BIDDER**
No alteration by death, resignation, addition or otherwise for or to the Bidder or the partners constituting the Bidder's firm shall vitiate or affect this contract but the Bidder'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
- 29) For any further enquires, information or details, please contact the Terminal Manager or Sr General Manager(C&O)/Kolkata, either on phone or in person during the office hours on working days.

30) EARNEST MONEY DEPOSIT:

- 30.1 Each Bidder shall be required to deposit a sum of Rs.3,90,484/-. (Rupees Three lakhs ninety thousand four hundred eighty four only) as *Earnest Money along with the Pre-Qualification Bid through E payment at the time of submission of the bid. No interest shall be allowed on the Earnest Money deposited.
- 30.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 30.3 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

- 30.4 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

For Container Corporation of India Ltd.

AREA HEAD- AREA IV

Letter for Submission of EOI

From

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

To

The Area Head,

CONCOR, Area-IV, NSIC Business Park,

New MBDP Building, 2nd Floor,

Okhla Industrial Estate, New Delhi-110020

Dear Sir,

SUB: ONLINE EOI FOR RENTING OUT OF WAREHOUSE SPACE AROUND 39395 SQFT (3660 SQM) AT BODHJUNGNAGAR INDUSTRIAL GROWTH CENTRE, AGARTALA, TRIPURA ON MONTHLY RENTAL BASIS FOR A PERIOD OF 5+3+2 YEAR THROUGH AUCTION.

REF: EOI No. CON/AREA-IV/WAREHOUSE-FCON/2022-23/01

In response to your online EOI Notice no.....dated..... for Renting out of around 39395 sqft (3660 sqm) Warehouse space at Bodhjunnagar Industrial Growth Centre, Agartala, Tripura on monthly rental basis for a period of 5+3+2 year I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at.....

.....hereby submit our offer through e-biding Mode in the website www.tenderwizard.com/CCIL

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

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including general conditions of Contract, which shall be deemed to form an integral part of this offer and All chapters and Annexure read, signed, scanned and uploaded on e-biding website as token of my/our acceptance thereof..

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

Signature of the Bidder

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

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

Date:

Yours faithfully,

(Signature and seal of the Bidder)

Encl:

.....

.....

ANNEXURE – I

SCHEDULE OF RATE FOR AUCTION

The bidder has to quote the Warehouse Rent for the entire warehouse of 39395 Sq. Ft. area. Bidding for partial area of the warehouse will not be accepted. CONCOR will evaluate the total rent on the basis of rate quoted by the bidder per Sq. Ft. basis and the total rent payable by the Bidder per month for the entire area of 39395 Sq. Ft.. The rate to be quoted by the Bidder is equal to or above the Reserve Price. The incremental bid value is 0.25 per Sq. Ft. per month. The bidder's bid with highest rate will be considered for evaluation. The interested bidders are requested to bid their price strictly as per the given format below :

Rates for total Area of 39395 Sq. Ft.

Area of Warehouse	Reserve price	Incremental Bid value	Rent quoted per Sq. Ft per month in figure	Rent quoted per Sq. Ft per month in words
39395 Sq. Ft.	Rs.3.50 per sq. ft per month	Rs.0.25 per Sq. Ft. per month	Rs...../- per sq ft per month	Rupees only per Sq. Ft. Per month

**Note : No overwriting of rate is not be accepted. Rate should be mentioned clearly.
GST extra as applicable**

ANNEXURE - II

**(TO BE EXECUTED BY THE SUCCESSFUL BIDDER ON AWARD OF RENTAL
CONFIRMATION ON NON- JUDICIAL STAMP PAPER OF Rs.100/-)**

Contract Agreement No. _____ Dated _____

Agreement for Rent out of around 39395 SQFT (3660 sqm) Warehouse space for 5+3+2 year at Bodhjunnagar Industrial Growth Centre, Agartala, Tripura.

This agreement is made on this ----- day of 2023 at

BETWEEN

The Container Corporation of India Limited, having its Registered Office at "**CONCOR Bhawan**", **C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076** represented by -----
-----, Container Corporation of India Limited (CONCOR), (hereinafter referred to as '**First Party**' which expression shall, unless excluded by or repugnant to the context or meaning thereof, includes its successors and assigns) of the ONE part.

AND

M/s. _____, **having its registered office at _____ represented by**
_____ (hereinafter referred to as '**Second Party**' which expression shall, unless excluded by or repugnant to the context or meaning thereof, includes its successors, assigns, executors and administrators) of the OTHER part for the purpose of taking rent of warehouse at _____ on monthly rental basis on the following terms and conditions.

Terms & Conditions:-

1. Duration of Allotment of warehouse space:

The allotment of Total Warehouse Space of around 39395 **sqft (3660 sq.mtr.)** shall be effective from the date of possession or within 15 days of award of contract (Letter of Intent) whichever is earlier as per the terms given hereunder:

Sr. No.	Warehouse Space	Period Allotment	of *Rate per Sq. ft per Month (Rs.)	*Monthly Rental (Rs.)
A	39395 Sq. fts.	5+3+2 year	Rs..... (in figures and words)	Rs..... (in figures and words)

*** GST will be collected extra as applicable.**

2. The Second Party shall pay the monthly rental, as given at Para-1 above, in advance **before 7th day of every month**. In the event of failure to pay the monthly rent and other charges within the stipulated date penal charges will be charged as per the extant policy of the CONCOR without prejudice to the other rights of CONCOR. In addition, the Second Party shall also pay the electricity charges as per actual directly to the Electricity supply company. In case the Second party did not pay the Electricity bill directly to the Electricity supply company CONCOR will raise the bill to the Second party as fixed by CONCOR within 7 days from submission of the bills.

The GST, Municipal taxes and any other duties, as applicable, will be additionally paid by the Second Party.

3. All persons engaged by the Second Party shall be treated as their own employee and they will claim no privilege from CONCOR. The Second Party will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behavior. The Second Party shall discharge from his/their service an employee who shall in the opinion of CONCOR misconducts or is in way unfit or unsuitable for the purpose of the business to be carried on in the said premises.

4. The Second Party will be responsible for the regular maintenance of warehouse, Warehouse premises & warehouse assets. The Second party will also responsible for cleanliness of area allocated to them for day to day activities.

5. The Second Party shall at its own cost effect, as required as per Act, take necessary insurance in respect of the staff and other personnel or person to be deployed or engaged at the warehouse in connection with their activities and shall comply with the provisions of all relevant Acts/Laws that may be applicable to them now or that may be introduced by the Government, State Administration or Municipal authorities subsequent to the date of this agreement. The Second Party shall keep CONCOR indemnified from all acts of commission, default, breaches and / or any claims, demands, loss, injury and expenses to which CONCOR may be put to or involved as a result of Second Party's failure to fulfill any of the obligations hereunder and / or under statutes and / or any bye-laws or rules framed there under or any of them. CONCOR shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the second party or from the security deposit of the Second Party without prejudice to its any other rights under the law.

6. **Value added Services:** CONCOR may provide labour/equipment for loading and unloading of cargo, First Mile and Last Mile Transportation, Housekeeping services, Fumigation and testing, bagging, tarpaulin, Palletisation, choking/lashing, etc if required by the Second Party, at a mutually agreed rate. Validity of tariffs for Value Added Services will be as mutually agreed between CONCOR and the Second Party.

7. CONCOR shall have the right to search the Second Party's employees or cargo at any time while going out of the office premises and there shall be no grievance expressed / felt on this account either by Second Party or his employees. The Second Party will issue ID cards to their staff/ workers. Entry of employees into the premises and the Administration complex will be on the basis of the identity cards **only**.

8. The first party shall reserve the right to inspect the Warehouse and Cargo stored in the warehouse at any point of time during the entire contractual period. Any objection raised by the first party should be made good by the Second Party at the earliest. Else, the first party (Terminal Manager / a CONCOR officer) will have the liberty to impose penalty of Rs.1000/- per instance/per day as deem fit purely at the discretion of the first party. The Second Party will ensure that hazardous or inflammable or any other intoxicating / radioactive material are not stored in and around the warehouse space.
9. The Second Party will deposit with CONCOR a Security Deposit equal to Rs...../- (Rupees only) for 39395 sq.ft. (3660 Sq. Mtr.) of space allotted as per Para-1 above, by way of Demand Draft (DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Kolkata or in the form of a Bank guarantee from a scheduled Bank in the format given in ANNEXURE-II with validity of 126 months from the date of commencement of Contract. The security deposit or BG will be refunded/returned within 1 (one) month of the completion of the agreement period or extended period of rent, on obtaining 'No Dues Certificate' from the Terminal Manager. No interest is payable on the security deposit under any circumstances.
10. The Second Party shall not sublet or assign the allotted space to any third party and shall not allow anybody to reside in the allotted space and shall not use the same or part of it for stocking or keeping articles other than those needed for intended use.
11. The Second Party shall be responsible for all damages or losses to CONCOR property by the Second Party or his staff and shall be liable to make good any such loss or damage immediately. Amounts claimed by CONCOR for such damages / or losses shall be paid by the Second Party immediately on demand, which will be purely at the discretion of CONCOR.
12. CONCOR will not be in any way be responsible for any loss or damage accruing to any goods, stores or articles that may be kept by the Second Party in the allotted space.
13. That the possession and control of warehouse allotted space shall be that of the CONCOR throughout and it is clearly understood that the Second Party shall not have any right to exclusive possession of the allotted space at any time.
14. The Second Party shall, at their own cost, take insurance cover for the cargo stored at Warehouse for the above rent out period.
15. The Second Party must have their own Security arrangements for the safety & security of the cargo stored in the warehouse as well as to the assets.
16. Other utility charges like Electricity charges and water supply charges @10/- per kilo litre or the actual amount (as fixed by TIDC from time to time) shall be payable by the Second Party as per actual directly to the supplier or as fixed by CONCOR. GST will be payable extra as applicable and as per bills raised by CONCOR within 7 days from submission of bills. Further, repair & maintenance charges (on account of loss/damage caused by second party), if any, shall also be recovered from Second Party on actual.
17. **Only non-hazardous** cargo shall be stored in the warehouse.

18. Any statutory levy that may be imposed on warehouse operations will have to be borne by the Second Party, in its role as a warehouse operator.
19. The Second Party shall not use the land appertaining to the rented premises for the purposes of storing any material. The Second Party shall use the road provided for entry and exit to and from the rented premises. Any unnecessary parking of vehicles will not be allowed in the CONCOR premises.
20. The second party shall not make any permanent construction in the warehouse or in the nearby area without any written permission of CONCOR.
21. The initial term will remain valid for a period of 5 years. Thereafter, the contract may be extended for 3 years and 2 years with mutually agreed rates, terms & condition purely at the discretion of CONCOR.
22. This arrangement does not preclude CONCOR's right to construct additional warehouse and other logistics infrastructure facilities in the complex.
23. The second party shall at their own expenses and on their sole responsibility obtain all other license / licenses registrations (if any) necessary for running the warehouse facility.
24. All the infrastructure / installations / facilities/ assets in the premises shall be kept in good condition and be handed over to CONCOR at the end of contractual period without any damage or loss, except some normal wear and tear of the assets.
25. In the event of violation of any term and condition contained here-in-above by the Second Party, the First Party shall be entitled to terminate this agreement by serving **One (1) months'** notice to the Second Party and the Second Party shall be bound to deliver the vacant possession of the rented premises to the First Party.
26. That notwithstanding anything contrary to the terms and conditions herein-before contained, the First Party in case of absolute necessity shall be entitled and shall have the option to terminate this agreement at any time on giving **Two (2) calendar months'** prior notice in writing to the either parties and on expiration of the period to be mentioned in such notice, this agreement shall cease to be operative.
27. **SERVICE DURING POST CONTRACT PERIOD :** It will be obligatory on the part of bidder to continue to avail the storage service in the warehouse on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for (4) four months or till alternate arrangements are made, whichever is earlier.

28. Doubts, if any, about the interpretation of any of the clauses in this agreement, meaning of the words, terms, specifications, operations or instructions shall be referred to the Area Head, CONCOR, whose decision in the matter shall be final & bindings to the second party.
29. Any Dispute arising out of or in connection with this agreement shall be first subjected to mediation between the parties under one mediator to be appointed by CONCOR and such mediation shall be completed within 21 days from the date of reference thereof. In the event no decision is arrived at in the aforesaid mediation process within a period of 21 days after reference thereof, then in that event such dispute or difference may be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments. The arbitration shall be conducted as follows:-
- a) Upon receiving request from the party concerned, each party shall nominate an Arbitrator of their choice and inform each party concerned and the three nominated arbitrators shall nominate another person as the Presiding Arbitrator with intimation to all concerned. The nomination of arbitrators shall be made in accordance with the Arbitration and Conciliation Act, 1996, as amended up to date.
 - b) The arbitration shall be conducted by a panel of three (3) arbitrators with each Party nominating one arbitrator and the two arbitrators nominating the Presiding Arbitrator.
 - c) The language of the mediation and arbitration proceedings shall be in English. The venue of arbitration shall be Kolkata, West Bengal.
 - d) The award made in pursuance thereof shall be final and binding on the Parties.
 - e) The arbitration, including appointment of Arbitrators hereinabove, shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
 - f) The above clauses are subject to changes and revisions issued by GOI from time to time w.r.t. Arbitration & Reconciliation Act'1996.
30. It shall be the duty of the Second Party to acquaint himself with all safety regulations regarding handling of cargo inside the warehouse. The second Party shall follow the safety requirements as applicable by laws, rules, and regulations all the time during the period of agreement. The Second party shall indemnify to First Party against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
31. Notwithstanding anything contained herein above, the Area Head-IV shall be the Authority to consider waiver of any damages/penalty imposed under this contract, by the Terminal Manager/In-charge, in part or full, at his sole discretion. However, liquidated damages imposed if any under this contract will not be waived off.
32. Notwithstanding anything in this agreement to the contrary neither the First party nor the second party shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which terms shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a

reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

ALL THE TERMS AND CONDITIONS MENTIONED ABOVE INCLUDING RATES HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

NAME : _____

DESIGNATION : _____

FOR AND ON BEHALF OF : _____

ADDRESS : _____

PIN CODE _____

TELEPHONE NOS. : _____

FAX/TELEX NOS. : _____

(Name & Signature of Second Party with stamp.)

SIGNED IN PRESENCE OF WITNESS:

1.

2.

Signed on behalf of Container Corporation of India Ltd.

Authorized Representative of CONCOR

SIGNED IN PRESENCE OF WITNESS:

1.

2.

ANNEXURE – III
SPECIMEN OF BANK GAURANTEEE

1. In consideration of Container Corporation of India Ltd., acting through the Area Head, Area-IV having its registered office at - C-3, Mathura Road, Opp. Apollo Hospital, New Delhi, having agreed to permit M/s. _____ (hereinafter called the said Bidder/Second Party) for the purpose of taking rent of warehouse aton monthly rental basis on the terms and conditions of the agreement for/on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs. ____ (Rupees _____ only) against Security Deposit.
2. We _____ Bank, do hereby undertake the promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Area Head, Area-IV Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said Renting of warehouse to perform the said operations safely without damaging cargo / containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. _____ Only. (Rupees _____ only).
3. We _____ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of aforesaid.

5. Provided that we _____ Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 2 (Two) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Container Corporation of India Ltd. If the guarantee is not renewed or the period extended on demand we _____ Bank shall pay the Container Corporation of India Ltd., the full amount of the guarantee on demand and without demur.
6. We _____ 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 contract from time to time or to postpone for any time or from time to time any of the powers excisable by the Container Corporation of India Ltd., against the said contract 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 contract or for any bearance, Act or Commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
8. We _____ Bank lastly undertakes not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Notwithstanding anything herein contained, our liability under this guarantee shall:
- a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

ANNEXURE –IV

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) herewith referred to as "The Principal:
..... hereinafter referred to as "The Bidder/Bidder".

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 Bidder(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the bid 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 bid 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 bid process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the bid 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 bid 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) / Bidder(s)

- (1) The Bidder(s) / Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - a. The Bidder(s) / Bidder(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 bid process or the execution of the Bidder 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 bid process or during the execution of the contract.
 - b. The Bidder(s) / Bidder(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) / Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Bidder(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) / Bidder(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Supplier" shall be disclosed by the Bidder(s) / Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. ("Guidelines on Indian Agents of Foreign Supplier" is applicable)
 - e. The Bidder(s) / Bidder(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) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Bidder(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) / Bidder(s) from the bid process or take action as per the procedure mentioned in the "Guidelines on Banning or business dealings".

III. Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the bid process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to 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 Bidder 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 bid process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid 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/Bidders/SubBidder

- (1) The Bidder(s)/Bidder(s) undertake(s) to demand from all subBidders 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, Bidders and subcontracts.
- (3) The Principal will disqualify from the bid process all bidders who do not sign this pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Bidder or SubBidder, or of an employee or a representative or an associate of a Bidder, Bidder 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)/Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 SubBidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Bidder(s)/SubBidder(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 Bidder. 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 Bidder 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 Bidder 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/Bidder)

Office Seal

Office Seal

Place _____

Date _____

Witness 1:

Name & Address

Witness 2:

Name & Address

Signature of the Bidder