



भारतीय कंटेनर निगम लिमिटेड

Container Corporation of India Limited

REQUEST FOR PROPOSAL

FOR

CONSULTANCY SERVICES

**TO CARRY OUT STUDY FOR CONCOR TO ENTER INTO THE GLOBAL
CONTAINER SHIPPING SECTOR**

Limited E-RFP No.: PCCORP---DL-COCD(COMW)/7/2024-CO Date : 18-11-2024

CONCOR Bhawan, C-3, Mathura Road,
Opp. Apollo Hospital, New Delhi-110076.
Phone Number : 011-41673093, 49512150/6
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LETTER OF INVITATION

RFP No.: PCCORP---DL-COCD(COMW)/7/2024-CO

Date- 18-11-2024

Subject: Consultancy Services to carry out study for CONCOR to enter into the Global Container shipping sector.

1. **About CONCOR**

Container Corporation of India Limited (CONCOR) is a leading public sector enterprise in India's logistics industry, established in 1988 under the Ministry of Railways, Government of India. It specializes in containerized freight transportation, operating through a multimodal approach that integrates rail and road services. The company manages a vast network of 66 Container Terminals including inland container depots(ICDs), container freight stations(CFS), and Domestic Container terminals(DCT) at vantage locations across the country. The nation-wide infrastructure of CONCOR also includes around 380 owned Container Trains, approx. 48,000 owned 20ft ISO grade shipping containers and over 4 million square foot of warehouse space established at prime locations within the country.

2. **Project Objectives**

CONCOR is evaluating the opportunity of foraying into global container shipping business catering to Export Import (EXIM) trade, further augmenting its offering towards its goal to be a complete end-to-end logistics services provider and gain a foothold in overseas market. With this objective, CONCOR intends to engage a consultant to carry out in depth study in this regard, and prepare a road map. The detailed study will address the market opportunity and its attractiveness, activities and resources needed including financial considerations, and steps needed to establish a competitive presence in the global container shipping industry. More details of the services are provided in the Terms of Reference.

3. CONCOR invites proposals in single stage two packet system from the Consultants indicated in Para-5 below to carry out study for CONCOR to enter into Global Container shipping sector.

4. **Period of completion:** 20 Weeks from the date of commencement

5. This RFP has been addressed to the following consultants:

- I. M/s Ernst &Young LLP,
14th Floor, The Ruby,
29 Senapati Bapat Marg,
Dadar (West), Mumbai -400028
- II. M/s KPMG Advisory Services Pvt. Ltd,
Building No. 10, Tower B, 8th Floor,
DLF Cyber City Phase II,
Gurugram, Haryana -122002
- III. M/s PricewaterhouseCoopers Private Limited,
Building 10, Tower C, 18th Floor
DLF Cyber City, Gurugram, Haryana -122022

It is not permissible to assign this invitation to any other firm.

6. A firm will be selected under Quality and Cost Based Selections (QCBS) method and procedures described in this RFP.

7. The RFP includes the following documents:

Section 1: Letter of Invitation
section 2: Instruction to Applicants
section 3: Proposals forms (Technical and Financial)
Section 4: Terms of Reference
Section 5: Conditions of Contract

8. Pre-bid Meeting: A pre bid meeting will be held on 28-11-2024 at 15:00 Hrs through online mode to clarify any issues and answer any queries on any matter relating to the services as stated in Section-2, Instructions to Applicants.
9. Proposal Security: The proposals must be accompanied by a proposal security for an amount as mentioned in the Data Sheet.
10. For the above purpose, an online Limited e-RFP is invited through two bids.
11. The Limited e-RFP document can be downloaded from the website: www.tenderwizard.com/CCIL during the tender issue period.
12. Limited e-RFPs must be submitted through e-tendering only through the website www.tenderwizard.com/CCIL. No other mode is acceptable.
13. Prospective Bidders should also visit CONCOR websites www.concorindia.co.in and www.tenderwizard.com/CCIL for addendums/corrigendum, if any, until the time of opening the Limited e-RFP.
14. CONCOR shall not be responsible for printing errors in the downloaded Limited e-RFP document.
15. The intending bidder should submit the Limited e-RFP processing fee of Rs 3,540/—through e-payment (it includes all taxes and duties).
16. To participate in this Limited e-RFP, it is mandatory for the interested parties to have user ID & password which has to be obtained by submitting an annual registration charge of Rs. 1180/- Inclusive of 18% GST to M/s CEL through e-payment at time of downloading / submission of bid.
17. For any difficulty in downloading & submission of Limited e-RFP document at website: www.tenderwizard.com/CCIL, please contact the helpdesk no.080-45811365 or email: saurabh.k@etenderwizard.com.
18. Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/difficulty/inaccessibility of downloading for any reason whatsoever.
19. All the bids received shall be opened on the date and time mentioned in the Data Sheet. Technical/Financial Bid shall be opened through the online process of e-tendering. The sequence of opening shall be as follows:
1stStage: -
Earnest Money Deposit (EMD)
Technical Bid
2ndStage: -
Financial Bid
20. CONCOR reserves the right to accept/reject any or all proposals without assigning any reason thereof.

Yours sincerely,
Executive Director (CC & CPRO)
Container Corporation of India Limited
CONCOR Bhawan, C-3, Mathura Road,
Opposite Apollo Hospital, New Delhi-110076.
Ph No: 011-41673093, 49512150/60
Email: vineetmathur@concorindia.com

SECTION-2

INSTRUCTIONS TO APPLICANTS (ITA)

1. INTRODUCTION

Background: Container Corporation of India Limited (CONCOR), a Navratna Government of India undertaking under the Ministry of Railways, is a company incorporated in India under the Companies Act 1956/2013 and has its registered office at CONCOR Bhawan, C-3, Mathura Road, Opposite Apollo Hospital, New Delhi -110076. CONCOR proposes to appoint a consultant for the preparation of a Business Plan for Container Corporation of India Limited's entry into the Global Container Shipping Business. The status and scope of work of this project is included in Section 4 – Terms of Reference' of this Document.

2. SELECTION OF CONSULTANTS:

Container Corporation of India Limited, hereinafter called the CONCOR or Client, will select consulting firm/organization, hereinafter called the 'Consultant' for Consultancy Services for the preparation of a Business Plan for Container Corporation of India Limited's entry into the Global Container Shipping Business from identified Applicants/Consultants against 'Notice Inviting Proposals' (NIP), in accordance with the method of selection specified in these 'Instructions to Applicants' (ITA).

Applicants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The CONCOR is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.

3. ELIGIBILITY:

The firm has to qualify for the following

- a) A firm will be selected under Quality and Cost Base selection System (QCBS) and as per procedures described in this RFP, in accordance with the policies of CONCOR.
- b) The firm should meet the requirement of submission of Proposal/Proposal Security
- c) Responsiveness: The firm should have submitted the proposal in accordance with the guidelines in the instructions to Applicants and it should meet the required response as per check list given in Attachment 1 to Datasheet.
- d) The Team Leader cum Business Planning Expert should be a Regular employee of the Bidding Firm

4. FAMILIARIZATION WITH DETAILS OF THE PROJECT:

The Applicants should familiarize themselves with the organization of CONCOR and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and CONCOR, Applicants are advised to visit CONCOR'S website and ICDs/Area Offices/Corporate Office

of CONCOR. Contact details of CONCOR's nodal officers for the purpose of visit to any of CONCOR's offices, are given as follows:

1. Sh. Vineet Mathur
Executive Director (CC & CPRO),
Mobile No. +91-9560508167
Email: vineetmathur@concorindia.com

2. Sh. Nithin M Raj
Manager (DL)
Mobile No. +91-8128663106
Email: nithin@concorindia.com

3. Sh. Rahul Singh
Manager (BD)
Mobile No. +91- 9560391729
Email: rahul@concorindia.com

5. EXAMINATION OF RFP DOCUMENTS:

In preparing their Proposals, Applicants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested in the RFP documents may result in rejection of a Proposal.

6. CONFLICT OF INTEREST:

CONCOR requires that Consultants provide professional, objective, and impartial advice and at all times hold the CONCOR's interest paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other CONCORs, or that may place them in a position of not being able to carry out the assignment in the best interest of the CONCOR. Without limitation on the generality of the foregoing, Consultants shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- a) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-Consultants) and any subsidiaries or entities controlled by such Applicant shall not be recruited for the relevant assignment.
- b) A Consultant can not be recruited to carry out an assignment that by its nature will result in conflict with another assignment of such Applicant.

7. Fraud and Corruption:

- a) The Consultants are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following shall apply:
 - (i) For the purpose of this provision, the terms are defined as set forth below as follows:
 - 1) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving,

- receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- 2) “fraudulent practice” means a misrepresentation of facts in order to influence a selection/procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- (ii) CONCOR will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iii) CONCOR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by CONCOR.
- b) The Consultant shall be disqualified if:
- (i) The consultant has been blacklisted/ banned for business dealings by any Government Department, or by Ministry of Railways or by CONCOR at any time till finalization of proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the proposals, for which satisfactory evidence is to be produced.
- (ii) Any previous contract of the consultant had been terminated for Consultant’s failure by Container Corporation of India Limited.(CONCOR) at any time starting from 2 years before the deadline for submission of proposals and upto one day before the date of opening of financial proposals;
- Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by the Container Corporation of India Limited. or such termination of the Contract has not been revoked by Container Corporation of India Limited.
- (iii) The consultant or any of its constituents:
- 1) has suffered bankruptcy/insolvency or
 - 2) has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process

On the deadline of submission of bids or thereafter till finalization of bids.

- (iv) The consultant is found ineligible by the CONCOR, in accordance with ITA-7
- (v) The consultant has been declared by CONCOR to be a poor performer and the period of poor performance is still in force on the deadline for submission of proposals.

Or

The consultant has been declared by CONCOR to be a poor performer at any time after the deadline for submission of proposals and upto one day before the date of opening of financial proposals.

- (vi) The consultant has changed their name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared a poor performer.
- (vii) The consultant or its *beneficial owner* is from a country which shares a land border with India and is not registered with the Competent Authority as stated in DoE Order no 6/18/2019-PP dtd 23 July 2020.

The Consultant shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 3. Non-submission of an affidavit by the consultant shall result in summary rejection of his proposal.

8. Only one Proposal

If an Applicant submits or participates in more than one Proposal, such an Applicant shall be disqualified.

9. Proposal Validity

- a) The Applicants' Proposals must remain valid for a period of 120 days from the last date of RFP submission as per the Data Sheet of this RFP. During this period, Applicants shall maintain the availability of experts nominated in the Proposal.
- b) The CONCOR will make its best effort to finalise the contract within this period. In case of extreme circumstances, the CONCOR may request Applicants to extend the validity period of their Proposals. The request and the responses shall be made in writing. In case Applicants extends validity of their proposal, security as furnished in accordance with ITA -16, Shall also be extended upto the date mentioned in the letter of request for extension. Applicants have the right to refuse to extend the validity period of their proposals.
- c) **Participation of Government Employees:** Government employees are not permitted to undertake any assignment without the approval of the government as per extant Govt. rules. In addition to this, no close relatives of CONCOR staff should be proposed for participation in the assignment. In case CV of a serving Government employee is submitted with a proposal, the same will be evaluated and assigned marks. However, the said person before joining the assignment shall have to resign and obtain necessary approval of the Government.

10. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENT:

- a) **Pre-bid meeting:** A pre-bid meeting will be held on time and date specified in Data Sheet.
- b) **Clarifications:** Applicants may request a clarification of any of the RFP documents prior to the Pre-Bid meeting date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in Data Sheet. The CONCOR will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Applicants who have purchased the RFP documents. Should the CONCOR deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause.
- c) **Addendum/Corrigendum:** At any time prior to the submission of Proposals, the CONCOR may, whether at its own initiative or in response to a clarification

requested by an Applicant, amend the RFP by issuing an Addendum/Corrigendum. The Addendum/Corrigendum shall be sent to all 4 Applicants. To give Applicants reasonable time in which to take an amendment into account in their Proposals, the CONCOR may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

11. PREPARATION OF THE PROPOSAL

- a) **Components:** Applicant’s Proposal will consist of separate Technical and Financial proposals of the firm as detailed in Para 12 of ITA.
- b) **Language:** The Proposal, as well as all related correspondence exchanged by the Applicants and the CONCOR, shall only be in English. All reports prepared by the contracted Applicant shall also be in English.

12. THE PROPOSAL

- a) **General:**The Proposal should clearly demonstrate the consultant’s understanding of the requirements of the services, capability and approach for carrying out the tasks for the assignment set forth in the RFP document through the nominated experts. In preparing the proposal, Consultants are expected to take into account the requirements and conditions of the RFP documents. All information provided in Consultants’ proposal will be treated as confidential.
- b) **No special or alternate bid will be acceptable. No special conditions will be accepted. Bid will be summarily rejected in case of any special condition, given by the applicant/Consultant in Technical or Financial Proposal.**
- c) **Proposal:** The Proposal should include a cover letter i.e. Proposal Submission Form (Form 1A & 1B) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.
- d) **Documents Comprising Proposal Format**
- e) The Applicants shall submit the proposal compiling all details and information as under:

S.No	Particulars	Remarks
1.	Technical Proposal	“Technical Proposal” in accordance with clause 13 of section 2
	i. Proposal submission Form	Form 1A
	ii. Power of Attorney Format	Form 2
	iii. Applicant’s Information Sheet	Form 3
	iv. CV for proposed Personnel	Form 5
	v. Description of Approach and Methodology	Form 6
	vi. Affidavit	Form 8
	vii. Work Experience in Terms of Key Assignments done by the Bidding Firm	Form 9
viii. Integrity Pact	Form 10	

S.No	Particulars	Remarks
2	Financial Proposal	“Financial Proposal” in accordance with clause 13 of section 2.
	i) Proposal Submission Form	Form 1B
	ii) Total Consultancy Fees (Excluding GST) :	Form 7

f) **Documents related to financial information:** The Financial information requires completion of Form 1B and Form 7. These are to be prepared as under:

- (i) Form 1B in Section 3, forming the covering letter for proposal
- (ii) Form 7 shown in Section 3 relates to the costs of consulting services. Form 7 gives the proposed cost(s) and the figures provided therein will be read out aloud at the public opening of Financial Proposals of the bidders.
- (iii) Forms 1B and Form 7 should be typed on the Applicants’ Letter Heads exactly in the same format of the forms
- (iv) In Form 1A and Form 1B, an undertaking is to be given that, in preparation and submission of the Technical and Financial information, Applicants have:
 - 1) Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents; and
 - 2) Agreed to allow CONCOR, at its option, to inspect and audit all accounts, documents, and records relating to the Applicant’s Proposal and to the performance of the ensuing Applicant’s Contract.

g) **Proposal Prices:** The amount stated in Form 7 of Section 3, shall be the proposal price.

h) **Currency:** Applicants have to submit their offer in INR only

i) **Tax Liability:** The Consultant is liable to pay taxes as applicable. **While the GST will be paid extra as applicable to the Consultant by the CONCOR,** all other taxes shall be payable by the Consultant. CONCOR shall be deducting taxes at source as per Tax laws/ other applicable laws in India.

j) **Proposal Content:**

The Proposal and qualification details shall be furnished for in accordance with the formats given and elaborated in ITA-clause 12 (d) and 12 (e) of these ITA shall ensure that the information shall be concise, relevant and complete.

13. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

a) **Submission of Fully Responsive Proposal:**

- (i) The Applicant shall submit a fully responsive proposal including all the supporting documents requested in the RFP. Non-compliance with requirements may result in rejection of the proposal. Once the proposals are received and opened, Applicants shall not be required nor permitted to change the substance, the key staff, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the RFP. However, the CONCOR may ask in writing from the Applicants any clarifications/information based on the documents submitted with the proposal considered necessary for evaluation, but not having any affect on the quoted fee and the substance of the proposal. Proposals must be submitted on or

before the time and date stated in the Data Sheet or any new date established by the CONCOR according to provisions of ITA-Sub-Clause 10 (c).

- (ii) The Applicants shall submit the proposal ensuring the following:
 - 1) The RFP document issued by the CONCOR in full duly initialled on all pages by the authorized signatory shall be enclosed and shall form part of Proposal marked 'ORIGINAL'.
- Note: Forms 1B and 8, in the RFP document issued by CONCOR should not be filled as part of the Technical Proposal as the same are to be submitted in the Financial Proposal on the Applicant's letter head typed in the format of the Form is available in the RFP.**
- 2) An authorized signatory of the Applicant shall initial all pages of the copy of the Technical and Financial Proposals.
 - 3) All the corrigenda/addenda issued pursuant to ITA-clause 10 (c) must be serially enclosed with the Proposal duly initialled on all pages which forms part of the RFP document.
 - 4) Proposals shall be submitted in accordance with ITA-clause 14.
 - 5) The proposal shall be in one copy.
 - 6) The documents be serially numbered and an index provided at the beginning of the document.
 - 7) Proof of having paid the cost of Proposal Security shall be enclosed with Technical Proposal.
 - 8) Undertaking to submit Professional Indemnity Insurance as per details mentioned in the Data sheet.
 - 9) All Undertakings/affidavits as per requirement of RFP.
- b)** The Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Applicants themselves or to evidence provision of a price discount. The person(s) who signed the Proposal must initial any such corrections, interlineations or overwriting.
- (i) Technical Proposal as well as Financial Proposal will be opened in accordance with the clause 18 of ITA.

The Technical Proposal should cover in detail the following:

- 1) The General comprehensive plan of approach and methodology proposed for carrying out the services mentioned in Terms of Reference including such detailed information as deemed relevant [Form 6].
- 2) Summary of Information on Proposed Experts together with clear description of the work done/role of each expert. [Form 5]
- 3) For each position of Key expert to be manned, the Applicant should furnish only one CV of the personnel who would be actually deployed on the work.
- 4) The name, background and professional experience of each key personnel to be assigned to the project with particular reference to his experience related to Work experience in years [Form 5].
- 5) Summary of Information for Work Experience in terms of Key Assignments done by the Bidding Firm [Form 9]

- 6) The Work Experience in terms of Key Assignments done by the Bidding Firm should be given with details of projects with the brief description of work, period of assignment and name of employers (Form 9)
 - 7) The Technical Proposal should be strictly submitted using the formats enclosed in this tender document. However, the Applicant may supplement his proposal with additional information if any.
- (ii) The Financial Proposal should cover in detail the following:
- 1) The prices shall be quoted only in the currency(ies) mentioned in the Data Sheet against the respective components in the concerned format enclosed.
 - 2) All payments shall be made only in the currency mentioned in the Data Sheet. The payment shall be subject to deduction of taxes at source in accordance with the provisions of the Indian Income Tax Act and any other applicable law.
 - 3) **Assumptions or conditions if any** – The Financial Proposal should clearly indicate the amount(s) without any assumption or conditions attached to such amounts. In case the firm has attached any condition, the firm should indicate the financial implication of each condition failing which the offer shall be considered non-responsive and is liable to be rejected.

Note: No information related to estimated costs or financial terms of consultancy services should be included in the Technical Proposal.

The firms who do not meet the requirement of Proposal Security or are non-responsive to deliverables and services requirements will be advised on completion of selection process.

14. SUBMISSION OF PROPOSAL:

- a) The offer shall be submitted only through online submission e-Tendering website www.tenderwizard.com/CCIL.
- b) The e-bids are to be submitted in two (2) packets tendering system, through online submission e-Tendering website www.tenderwizard.com/CCIL, containing two separate e-bids viz. **Technical bid and financial bid**.
 - 1) The 1st packet uploaded should be **TECHNICAL PROPOSAL**. This will contain all Forms of Section 3 except Forms 1B, 7, as envisaged in the RFP and all other relevant data specified in this RFP documents & **Earnest Money Deposit**.
 - 2) The 2nd packet uploaded should be **PRICE PROPOSAL**. This will contain only Forms 1B and 7 as envisaged in RFP and all other relevant data specified in this RFP documents. All forms should be typed on Applicants' letter head in the exact format of the Forms.
- c) Only first page of Form 1A, Form 1B, Form 3, Form 5, Form 6, Form 7, Form 9 and Form 10 should be typed on Applicants' letter head in the exact format of the Forms.

15. Deadline for submission of Proposals:

Proposals must be submitted only through online in accordance with clause 14 of these ITA, not later than the time and date specified in the Data Sheet or extended date in accordance with clause 10 (c) of ITA. Proposals after this deadline will not be allowed for submission.

16. Proposal Security:

a) (i) The Proposal Security of Rs.5,00,000/- Lakhs (Five Lakhs) in favour of “Container Corporation of India Limited” to be paid through e-payment and receipt of the same, duly authenticated by bank, should be scanned and uploaded in the e-tendering website:www.tenderwizard.com/CCIL

E-Payment of Proposal Security shall be paid through the payment Gateway of CONCOR in the e-tendering Portal at www.tenderwizard.com/CCIL.

No interest will be payable by CONCOR on the Proposal Security.

(ii) **Non-submission of requisite Proposal Security in the form, as specified above, will lead to summary rejection of the proposal.**

b) The Proposal Security of unsuccessful Applicants will be returned as promptly as possible but not later than thirty (30) days after the expiration of the validity of the proposal prescribed in clause 9 of these Instructions to Applicants. The Proposal Security of successful Applicants will be returned as promptly once the successful Applicant has furnished the required Performance Security and signed the Contract Agreement. The Proposal Security will not carry any interest whatsoever, and CONCOR will not be liable to pay any interest to the unsuccessful Applicants.

c) The Proposal Security may be forfeited for any of the reasons mentioned below:

(i) if an Applicant withdraws its proposal during the period of proposal validity

(ii) if an Applicant fails to accept Arithmetic Corrections as per ITA-Clause-20

(iii) in case of a successful Applicant, if the Applicant fails to;

1) Sign the contract in accordance with clause 25 of these ITA

2) Furnish Performance Security in accordance with clause 26 of these ITA.

(iv) if any tempering or changes are made in the RFP document;

(v) if the Applicant violates any other provision of the RFP document.

17. Modifications and Withdrawal of Proposals:

The Applicant is not allowed to modify and withdraw the proposal once it is submitted.

18. Opening of Proposals:

a) Opening of Technical Proposal

(i) The CONCOR will open the technical proposals at the time specified in the ITA Data Sheet. Applicant’s representatives may attend the opening at their own cost, and those who are present shall sign a register evidencing their attendance.

(ii) No proposal shall be rejected at the proposal opening stage, except the proposals not accompanied with the proof of payment of proposal security. The proposal submitted without proposal Security will be summarily rejected

(iii) “FINANCIAL PROPOSAL” will NOT be opened at this stage.

- b) The details of proof of payment of proposal security, details contained in the Technical proposals of the various Applicants will be examined by the nominated Tender Committee to decide on the opening of Financial Proposals of eligible Applicants.

Note: *The offers of such Applicants who have not submitted proposal security, who do not fulfill the eligibility criteria, whose offers are not responsive, as decided by the Tender committee will be rejected; the financial proposal of such Applicant(s) will not be opened.*

- c) After evaluation of the Technical Proposal, Financial Proposal of the eligible Applicants as decided by the nominated Tender Committee, as stated above, will be opened. The eligible Applicants will be informed the date and time of opening of their financial proposals.

Eligible Applicant is one whose technical proposal is found to be responsive to important aspects of the RFP, and particularly the Terms of Reference

- d) Opening of Financial Proposal:
The financial proposals of the eligible Applicants will be opened before the Representatives of the eligible Applicants, who choose to attend the opening at their own cost,. The representatives of the eligible Applicants may sign in the register in token of their presence during the opening of Financial proposal. In case it comes to the notice of the CONCOR that a condition of disqualification of the Applicant has arisen as per Clause-6 of ITA at any stage prior to the date of opening of the Financial Proposal, then such proposal shall be summarily rejected and action taken as mentioned in Clause-7 (a), (iii) of ITA.

19. Proposal Evaluation

- a) SYSTEM OF EVALUATION OF PROPOSALS
Quality and Cost Based Selection (QCBS) method shall be used to evaluate the Consultancy Proposals. The Applicants will submit the Proposals conforming to the Terms of Reference (TOR) and RFP. The Applicant will submit both Technical Proposals and Financial Proposals at the same time through online.
- b) Evaluation of technical proposals
Two criteria shall be used to evaluate the Technical Proposals for assessing the Technical Score (S_t)-
- (i) The approach and methodology submitted including presentation; and
 - (ii) Credentials of the Bidding Firm and the Experts

Note: Each criterion has been broken down into several specific sub-criteria. The responsiveness of Technical Proposals to each sub-criterion shall be rated in the evaluation. The Rating System for evaluation under each sub-criterion and responsiveness of the Technical Proposals shall be as given below. The factors that will be considered at the time of rating are detailed in ITA- Para 19 (b) & 19 (d).

S.No.	Description	Marks
(i)	Approach and methodology to cover the following aspects	
(a)	Understanding of assignment and scope of work with regard to the Consultancy.	300
(b)	Approach for carrying out the Consultancy	
(c)	Understanding of background/reference material for the assignment (as detailed in TOR)	
(d)	Presentation by Team Leader on (a, b and c) above. Proposed key experts should also be present during the presentation.	
	Total of (i)	300
(ii)	Credentials of the Bidding Firm and the Experts	
(a)	Work Experience in terms of number of Key Assignments by the Bidding Firm as defined in NOTES for Para 19(c) of ITA	240
(b)	Work Experience of the experts in terms of No. of years	160
	(1) Team Leader cum Business Planning Expert	40
	(2) Shipping/Maritime Sector Expert	40
	(3) International Logistics Expert	32
	(4) Maritime Sector Infrastructure Expert	32
	(5) Finance cum Structuring Expert	08
	(6) Regulatory and Compliance Expert	08
	Total of (ii)	400
	Total of (i) + (ii)	700

(iii) The total score for each Technical Proposal shall be calculated according to the Marks assigned above. No minimum qualifying score at the stage of Technical Evaluation of Proposal is envisaged.

c) STEPS IN EVALUATING TECHNICAL PROPOSALS

- (i) The Evaluation Committee shall evaluate the technical proposal in two steps. First, they will evaluate the responsiveness of each proposal to the sub-criterion given in ITA- Clause 19 (b) above. The scores will be calculated up to two decimal places.
- (ii) For sub-criterion of Key Experts: As described in ITA- Para 19 (d) below:-
- 1) Work Experience in terms of Key Assignments done by the by the Bidding Firm.
 - 2) Work Experience of the Key Experts in terms of No. of years.

The percentage weights applied to each factor will be as under:-

Factor	%age Weight
(a) Work Experience in terms of number of Key Assignments as defined in NOTES for Para 19(c) of ITA	60%
(b) Work Experience in terms of No. of years	40%
TOTAL	100%

Note:

Key Assignment (KA) means the Bidding Firm has completed relevant consultancy assignment involving Feasibility study / Business plan / Vision document in the Global Container Shipping Sector. The Key Assignment undertaken by the Bidding Firm or Its Parent Companies or Its Associated/Subsidiary Companies shall be treated as the Key Assignment undertaken by the Bidding Firm.

d) FACTORS TO BE CONSIDERED DURING TECHNICAL EVALUATION

While the appropriate rating against each sub-criterion depends on the responsiveness of technical proposal to the Terms of Reference (TOR) requirements, the common factors when evaluating responsiveness will be as under:-

(i) **Approach and Methodology (Maximum Marks 300)**

Following will be considered while evaluating the Applicant for this sub-criterion specified.

1) **Understanding of assignment and scope of work with regard to the Consultancy:**

The extent to which the Applicant's technical approach responds to the objectives indicated in the TOR. Does it respond to all the TOR objectives or does it not addresses some of the requirements?

2) **Approach for carrying out the Consultancy:**

Is the Applicant's approach complete, covering all the TOR requirements and logical? Is the methodology specifically tailored to the assignment? Does the proposal clearly explain how the Applicant will deal with the critical characteristics of the assignment? Is the proposed methodology flexible enough, so that it can be easily modified if necessary during the assignment?

3) **Understanding of background/reference material for the assignment (as detailed in TOR):**

Applicant should bring out their understanding and the analysis of the salient features of the background/reference material and their implications of the present assignment.

The write-ups for the above should be brief and concise not exceeding 10 pages for each of the 3 segments (refer Form-6)

4) **Presentation:**

The Team Leader will make a presentation, by offline mode, to the CONCOR on the Approach and Methodology as points (1) to (3) of ITA clause 19 (d). The key experts should also be present during the presentation. CONCOR shall notify date, time and venue for the said presentation, separately.

(ii) **Credentials of the Bidding Firm and the Experts (Maximum Marks 400)**

Evaluation of the bidding firm will be on the basis of No. of Key Assignments done by the bidding firm and the work Experience of the Key Experts in their respective field in terms of No. of years. Weightage as indicated in ITA- Para 19 (c), (ii) will be given to the marks of Key Experts.

- 1) Total Marks (60% weightage) for No. of Key Assignments done by the Bidding Firm are given below:

Credentials of the Bidding Firm	Total Marks	Marks
Work Experience in terms of number of Key Assignments	400	240
Work Experience of Key Experts in terms of No. of years in their respective field		160

- 2) Marking scheme for Key Assignments done by the Bidding Firm.

Description	No. of Key Assignments	Weightage	Marks
Work Experience in terms of the number of Key Assignments (Max. Marks=240)	01 to 03	30%	72.00
	04 to 05	60%	144.00
	More than 05	100%	240.00

- 3) Total Marks and Marks for Key Experts (40% weightage) for Work Experience in terms of No. of years are given below:

Description	Total Marks	40% Total Marks	% of 160 Marks	Marks for Work Experience in terms of No. of years
Team Leader cum Business Planning Expert	400	160	25%	40
Shipping/Maritime Sector Expert			25%	40
International Logistics Expert			20%	32
Maritime Sector Infrastructure Expert			20%	32
Finance cum Structuring Expert			05%	08
Regulatory and Compliance Expert			05%	08
Total				

- 4) Marking scheme for Experience in terms of No. of Years by Key Experts.

Key Expert	Experience in Years	Weightage	Marks
Team Leader cum Business Planning Expert (Max. Marks=40), The Overall Experience should include atleast 5 years of experience in Global Container Shipping Industry.	Less than 10	0%	0.00
	10- 15	80%	32.00
	More than 15	100%	40.00
Shipping/Maritime Sector Expert	Less than 7	0%	0.00

(Max. Marks=40), The Overall Experience should include atleast 5 years of experience in Global Container Shipping Industry.	07-10	80%	32.00
	More than 10	100%	40.00
International Logistics Expert (Max. Marks=32), The Overall Experience should include atleast 5 years of experience in International 3PL Industry	Less than 7	0%	0.00
	07-10	80%	25.60
	More than 10	100%	32.00
Maritime Sector Infrastructure Expert (Max. Marks=32) The Overall Experience should include atleast 5 years of experience in Maritime Infrastructure Sector.	Less than 7	0%	0.00
	07-10	80%	25.60
	More than 10	100%	32.00
Finance cum Structuring Expert (Max. Marks=08) The Experience should include developing the financial structure for the shipping business.	Less than 7	0%	0.00
	07-10	80%	6.40
	More than 10	100%	8.00
Regulatory and Compliance Expert (Max. Marks=08) The Overall Experience should include atleast 5 years of experience in international maritime laws and related environmental regulations, safety standards, shipping certifications	Less than 7	0%	0.00
	07-10	80%	6.40
	More than 10	100%	8.00

20. EVALUATION OF FINANCIAL PROPOSALS

- a) Financial Proposals will be reviewed to ensure that -
The commercial terms in each proposal in financial document will be checked for compliance set forth in the Financial Proposal Sheet and other clauses of the RFP document.
- b) The **Evaluated Total Price** for each Proposal will be determined as under: -
- (i) Financial Proposals shall be checked for computational errors. The CONCOR shall correct arithmetical errors on the following basis: -
 - 1) If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - 2) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

- c) The Evaluated Total Price will be worked out for all Financial Proposals as above. The lowest Evaluated Total Price will be given a financial score of 300marks. The other proposals will be given financial scores that are inversely proportional to their Evaluated Total Prices. The following formula shall be used to calculate the financial scores:-

$$S_f = 300 \times F_m/F$$

where

S_f - Financial score of the proposal under consideration

F_m - Lowest Evaluated Total Price

F - Evaluated Total Price of the proposal under consideration

21. EVALUATION OF COMBINED SCORE:

After completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by computing the total Combined Score (S) of each evaluated qualifying Technical and Financial proposal for each Consultant as given below:

Combined Score, $S = S_t + S_f$ where:

S = Final score

S_t = Technical score

S_f = Financial score

The proposal with highest combined total score will be ranked first; second highest score will be ranked second; and so on. After such final ranking, the first-ranked Consultant may be invited for contract negotiations if found necessary as per the discretion of CONCOR.

The criteria to be used for ranking of Applicants obtaining the same score will be as under:-

If the total score of two or more Applicants is the same, the Applicant having obtained the higher Financial score shall be rated higher in the ranking.

In the eventuality that the total score as well as Financial Score is the same then CONCOR shall conduct an e Reverse Auction and invite financial bid only from the concerned applicants i.e., those whose total as well as financial score is same. In such a situation, after conducting e Reverse Auction, the applicant submitting lowest accepted financial bid shall be considered as successful applicant for award of work.

22. Negotiations

- a) If found necessary, CONCOR will notify the first ranking Consultant and invite them for negotiation by intimation in writing to the Consultant. The Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- b) Changes agreed upon will then be reflected in the financial proposal.

23. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to consultants who submitted Proposals or to other persons not officially concerned with the recruitment process until the winning firm has been notified and contract awarded.

24. Notification of Award

- a) After completion of negotiations, prior to the expiration of proposal validity, the CONCOR will notify the successful Consultant in writing through registered letter, fax and/or e-mail that its proposal has been accepted.
- b) The notification of award will constitute the formation of contract.
- c) Upon the successful Consultant's furnishing of the performance security, pursuant to clause 26 of these ITA, the CONCOR will promptly notify the other Consultants who submitted Proposals that they were unsuccessful and will discharge their Proposal Security, pursuant to ITA- clause 16 (b).
- d) After award of contract, CONCOR expects all the proposed key personnel to be available during implementation of the contract as per agreed schedule of deployment

25. Signing of Contract

- a) At the same time as the CONCOR notifies the successful Consultant that its proposal has been accepted, and the Consultant has furnished the performance security. The CONCOR will send to the Consultant the Form of Contract provided in the Request for Proposals (Section-5), incorporating all agreements between the parties.
- b) Within five (5) days of receipt of the Contract Form, the successful Consultant shall sign the contract and return it to the CONCOR. By mutual agreement, the contract signature date may be postponed by up to thirty (30) days. Failure to do so may constitute a breach of contract, leading to forfeiture of Proposal Security. However, Executive Director (CC & CPRO)/any authorized representative of CONCOR may extend the time for execution of Agreement on the request of the successful Consultant , or in the interest of CONCOR, if there are sufficient reasons for doing so.

26. Performance Security

- a) Within fourteen (14) days of the receipt of notification of award from the CONCOR, the successful Consultant shall furnish the performance security for an amount as specified in Data Sheet in accordance with the Conditions of Contract. No interest shall be allowed or paid on the performance security.
 - (i) Failing which, an interest loss amount equal to applicable Government Securities (G-Sec) rate will be liable to be paid by the bidder for the delay period. This may be condoned by Executive Director (CC & CPRO)/CONCOR or any other authorized representative of CONCOR if the reasons furnished are found to be reasonable.
 - (ii) The performance deposit may be submitted in any of the following forms:
 - 1) Bank Guarantee of any Nationalised/ Scheduled Bank in the Form 4 provide in the Request for Proposals Section 3. The BG shall be valid for One year from the date of issue of Notification of Award.
 - 2) Demand Draft / Pay Orders/E-Payment
- b) Failure of the successful Consultant to comply with the requirements of ITA Clause 25 or ITA Clause 26 (a) shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security, in which event the CONCOR may make the award to the next highest evaluated Consultant or call for new proposals.
- c) Refund of Performance Security :
- d) The Performance Security shall, subject to any deductions that may be made there from, be returned to the Consultant within four calendar months after termination or completion of the contract and on issuance of "No Dues Certificate" by the Executive Director (CC & CPRO)/any authorized

representative of CONCOR. The performance security will not carry any interest whatsoever, and CONCOR will not be liable to pay any interest.

27. Contract Commencement Date

- a) The Data Sheet indicates the anticipated date for the commencement of the contract services.
- b) The actual date of commencement shall be within twenty one (21) days of issue of LOA by the CONCOR in accordance with the provisions of the General Conditions of Contract in Section 5 of these ITA. The actual date of commencement shall be notified in writing by the CONCOR.

28. Time of Completion: Total Period of 20 weeks from date of commencement.

Data Sheet

ITA Clause Reference	Item	Data
3	Method of Selection	QCBS Method
9(a)	Validity of the Proposals	120 days from the last date of RFP submission.
10(a)	Pre-bid meeting Date & Time	15:00 hours on 28-11-2024 through online mode
	Name and Address of the CONCOR where the correspondence concerning this RFP is to be sent	Executive Director (CC & CPRO), Container Corporation of India Limited CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076. Phone Number : 011-41673093, 49512150/6 Email: vineetmathur@concorindia.com
	Issuing Date & Time of RFP (Online)	From 18-11-2024 Hrs 11:00 Hrs to 08-12-2024 up to 15:00 Hrs
12 (i)	Currency	Currencies in which the Consultants may quote the price of their services and will receive payment: INR only.
12 (j)	Local taxation	Amount payable by CONCOR to the Consultant under the contract will be subject to local taxation. While Income Tax will be deducted at Source (TDS), GST as applicable will be paid extra.
	Consultant must submit the Technical Proposal and Financial Proposal .	The e-bids are to be submitted in two (2) packets tendering system, through online submission e-Tendering website www.tenderwizard.com/CCIL , containing two separate e-bids viz. Technical bid and financial bid.
15	Deadlines for submission of proposals	14:00 hours on 09-12-2024
16	Proposal security	Rs. 5,00,000/-/- (Rupees Five lakhs only)
18	Opening of Technical Proposals	14:30 hours on 09-12-2024
26	Performance Security	Within 14 days of issue of Letter of Acceptance (LOA) @10% of the value of Contract Price accepted in Form 4
27	Expected date of commencing of Consulting services	Within 21 days of issue of Letter of Acceptance (LOA).
28	Expected period of completion of Assignment/Consultancy	20 weeks from the date of commencement

Note: In the Event of the dates referred to in this document happen to be a holiday, the next working day shall be applicable

ATTACHMENT 1 TO DATA SHEET

1. General:
 - 1.1 The evaluation of valid proposals received shall be carried out by the Bid evaluation committee (BEC) on the basis of responsiveness to the TOR and the criteria specified in RFP.
2. Responsiveness: to be examined as under:

S. No.	Item	Required response
1	Has Proposal security been furnished?	Yes
2	RFP bid:	
(a)	Proposal received prior to deadline?	Yes
(b)	All the pages of proposal are numbered & initialled?	Yes
(c)	Has power of Attorney (POA) been submitted?	Yes
3.	Has the consultant provided all the required forms undertakings and affidavit as per the RFP document?	Yes
4.	Has the consultant participated in more than one proposal for this package?	No
5.	Does the consultant have any conflict of interest?	No
6.	Is the consultant involved in any fraud and corrupt practices?	No

FORM 1A

TECHNICAL PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

From:

.....

.....

To:

Executive Director (CC & CPRO),
Container Corporation of India Limited,
CONCOR Bhawan, C-3, Mathura Road,
Opposite Apollo Hospital, New Delhi-110076.
Ph No: 011-41673093, 49512150/60
Email: vineetmathur@concorindia.com

Sir,

Subject: Consultancy Services to carry out study for CONCOR to enter into Global Container shipping sector

Ref: Your Notice Inviting RFP No.: PCCORP---DL-COCD(COMW)/7/2024-CO

Date : 18-11-2024.

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide Consultancy Services for the implementation of the above mentioned work as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 14 (Fourteen) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 5 days (Five) days of issue of Draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and completed, this proposal together with your written acceptance thereof shall constitute a binding contract between us.
4. I/We(Name of the Applicant Firm)..... submit herewith our Proposal for selection of our firm/organization as Consultant for the above mentioned Project. The submission comprises.
 - i) Technical proposal
5. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.

7. Our proposal is valid for 120 days beyond the date of opening of technical proposal and will be binding on us.
8. We have not made any tampering or changes in the bidding documents on which the Proposal is being submitted and if any tampering or changes are detected at any stage, we understand the Proposal will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.
9. We declare that there will be no conflict of interest if we take this assignment and we undertake that we will not take any assignment in future which shall be in conflict with this assignment as per ITA clause 6. Further, we understand that we will not be able to bid for any downstream products, packages and services involved in achieving business goals for this initiative.
10. I/We understand that, the Container Corporation of India Limited is not bound to accept any proposal that the Container Corporation of India Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of Applicant
(Seal)

Address:

Enclosures: As per ITA

FINANCIAL PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

From:

.....

To:

Executive Director (CC & CPRO),
Container Corporation of India Limited,
CONCOR Bhawan, C-3, Mathura Road,
Opposite Apollo Hospital, New Delhi-110076.
Ph No: 011-41673093, 49512150/60
Email: vineetmathur@concorindia.com

Sir,

Subject: Consultancy Services to carry out study for CONCOR to enter into Global Container shipping sector.

Ref: Your Notice Inviting RFP No.: PCCORP---DL-COCD(COMW)/7/2024-CO
Date- 18-11-2024

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide Consultancy Services for the implementation of the above mentioned works in conformity with the contracts being awarded to contractors up to the stage of completion of works as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 14 (Fourteen) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 5 (Five) days of issue of draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and completed, this proposal together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We(Name of the Applicant Firm)..... submit herewith our Proposal for selection of our firm/organization as Consultant for the above mentioned work. The submission comprises, separately of :
 - i) Financial proposal
5.
 - i) Our attached financial proposal is for the sum of Rs.---(Rupees --- only). This amount is exclusive of GST , which will be payable in addition as per rates applicable.
 - ii) Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of the proposal, i.e. 120 days beyond the date of opening of Technical Proposal and will be binding on us.

6. If negotiations are held during the validity of the Proposal i.e before, we undertake to negotiate on the basis of proposed staff. Our proposal is binding upon us and subject to modifications from contract negotiations.
7. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
8. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
10. **Our financial proposal shall be binding on us subject to modifications resulting from negotiations up to expiry of the validity period of the proposal .i.e. 120 days beyond the date of opening of technical proposal and will be binding on us.**
11. We have not made any tampering or changes in the bidding documents on which the Proposal is being submitted and if any tampering or changes are detected at any stage, we understand the Proposal will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LoA has been issued.
12. I/We understand that, the Container Corporation of India Limited is not bound to accept any proposal that the Container Corporation of India Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of Lead Member

(Seal)

Address:

.....

Enclosures: As per ITA Form 1B and 8

**FORMAT FOR POWER OF ATTORNEY FOR
AUTHORISED SIGNATORY OF CONSULTANT
POWER OF ATTORNEY***

(To be completed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we
(Name of Consultant with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to **“Consultancy Services to carry out study for CONCOR to enter into Global Container shipping sector”** including signing and submission of all documents and providing information/responses to Executive Director (CC & CPRO), CONCOR, representing us in all matters, dealing with Container Corporation of India Limited in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2024

.....
(Signature of authorised Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

***Notes:**

- ◆ *In the case of a limited company, the authorised signatory shall be authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.*
- ◆ *In the cass of Limited Liability Partnership (LLP) the authorised signatory shall be authorized by all the partners or the attorney duly authorized by all of them.*
- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Applicant's Information Sheet

Applicant's Information	
Applicant's legal name	
Applicant's country and year of constitution	
Applicant's year of Registration in India, if not constituted in India	
Applicant's legal address in country of constitution and as Registered in India	
Details of Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The Applicants shall attach copies of the following documents with the form:

1. Articles of incorporation or constitution of the legal entity named above.
2. GST and Permanent Account Number (PAN) of the legal entity named above

**FORM OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

The Chairman and Managing Director,
Container Corporation of India Limited,
CONCOR Bhawan, C-3, Mathura Road,
Opposite Apollo Hospital, New Delhi-110076.

WHEREAS, Container Corporation of India Limited, hereinafter called the CONCOR, acting through **[Insert Designation and address of the CONCOR's Representative]**, has accepted the bid of **[Insert Name and address of the Consultant]**, hereinafter called the **Consultant**, for the work of **[Insert Name of Work]**, vide Notification of Award No. **[Insert Notification of Award No.]**.

AND

WHEREAS, the Consultant is required to furnish performance security for the sum of **[Insert Value of Performance Security required]**, calculated @ 10% of the contract value in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

AND

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the Consultant, agreed to give guarantee for performance security as hereinafter contained:

- 1 KNOW ALL MEN by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the full amount in the sum of **[Insert Value of Performance Security required]** as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the CONCOR any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the CONCOR on the Bank shall be final, conclusive and binding, absolute and

unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Consultant or the Bank. The demand made by the CONCOR shall be final, conclusive and binding on the Bank.

- 3 The Bank shall pay the amount as demanded immediately on presentation of the demand by CONCOR without any reference to the Consultant and without the CONCOR being required to show grounds or give reasons for its demand or the amount demanded.
- 4 The Bank Guarantee shall be unconditional and irrevocable.
- 5 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.
- 6 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the CONCOR and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 7 This guarantee is valid and effective from the date of it's issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty eight days after the specified completion period for the consultancy contract]***. All demands for payment under the guarantee must be received by us on or before that da
- 8 The Bank agrees that it's obligation to pay any amount demanded by the CONCOR before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 9 The expressions Bank and CONCOR herein before used shall include their respective successors and assigns.
- 10 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the CONCOR. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- 11 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of Consultant in favour of the CONCOR is available with the CONCOR. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the CONCOR.

Date

Place..... *[Signature of Authorised person of Bank]*

[Name in Block

letters].....

[Designation].....

[P/Attorney].....

Witness :

1 Signature

Name & Address & Seal

2, Signature

Name & address & Seal

Bank's Seal

Authorisation No.....

Note :

- 1 All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
- 2 In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be countersigned and authenticated by Indian operations branch of the said bank.

Name of the Project: “Consultancy Services to carry out study for CONCOR to enter into Global Container shipping sector”

CURRICULUM VITAE (CV) FORMAT OF KEY EXPERTS TO BE SUBMITTED WITH PROPOSAL

1.		PROPOSED POSITION	:				
2.		NAME	:				
3.		DATE OF BIRTH	:				
4.		PERSONAL ADDRESS	:				
5.		TELEPHONE NO.	:				
6.		EDUCATION (The years in which various qualifications were obtained along with institution must be stated)	:				
7.		OTHER TRAINING AND AWARDS RECEIVED	:				
8.		LANGUAGE & DEGREE OF PROFICIENCY	:				
9.		EMPLOYMENT RECORD	:	(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment)			
From	To	Total Period in Years and Months	Employer	Position Held	Description of Duties	Detailed Projects/Tasks Assigned ¹	Work Undertaken ²
Total Period in Years and Months							

Notes:

1. In this column list tasks one by one and support each task by project experience.
2. In this column list project name, location, year, position held i.e. Team Leader cum Business Planning Expert, Shipping/Maritime sector Expert, International Logistics Expert, Maritime Sector Infrastructure Expert, Finance cum Structuring Expert, Regulatory and compliance Expert and Consultants etc. and exact duties rendered and time spent on each project
3. CERTIFICATION (Please follow exactly the following format. Omission will be seen as noncompliance)
 - (i) I, the undersigned certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
 - (ii) I am willing to undertake the assignment if the Consultancy contract is awarded to the firm and ensure my availability for the duration of the assignment.
 - (iii) I declare that I am having good health to withstand rigors of project working.

SIGNATURE of Expert

DATE OF SIGNING: Day Month Year

Certified that the contents of the above are verified and found correct.

Sign and Seal of the authorized signatory of the Applicant with date.

NOTE: THE APPLICANT WILL FILL UP THE FORM NO. 5 FOR ALL THE KEY EXPERTS including ANALYST AS DEFINED/REQUIRED IN SECTION 2 of ITA.

Name of the Project: “Consultancy Services to carry out study for CONCOR to enter into Global Container shipping sector”

APPROACH & METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics:

1. Understanding of assignment and scope of work with regard to the Consultancy.
2. Approach for carrying out the Consultancy
3. Understanding of background/reference material for the assignment (as detailed in TOR)

Note: (1) The approach and methodology should be precise and relevant to the assignment. The write-up for this portion should not exceed ten pages for each of the three segments.

(2) The Applicant should also note that the Team Leader will make a presentation to the Client on the Approach and Methodology at points 1 to 3 above. The Key Experts proposed should also be available during the presentation.

(On letter head of the Applicant)

Financial Proposal

S. No.	Item	Bid value (in figures and words both)
1.	Total Consultancy Fees to conduct the study, submit report(s) and give presentations to CONCOR, as per this RFP	
2.	Fees of each structured Power Point Presentation (PPT) that shall be given by Consultant to external stakeholders such as the Ministry of Railways/Other Ministries, Govt. of India/other external stakeholders as per instructions of CONCOR.	
3.	Total bid value (s.no 1 +s.no. 2)	

- Note: 1. GST will be paid extra as applicable.
 2. The Payment schedule would be as defined in Section 5 of this RFP.

Authorised Signatory

Name

Address.....

.....

.....

Seal.....

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE CONSULTANT
ALONGWITH THE PROPOSAL**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Consultant)***

I *(Name and designation)*** appointed as the attorney/authorized signatory of the Consultant, M/s. _____ (hereinafter called the consultant) for the purpose of the Proposal for the Consultancy Services to carry out study for CONCOR to enter into the Global Container shipping sector of _____ as per the RFP No. _____ of CONCOR, do hereby solemnly affirm and state on behalf of the Consultant as under:

- *1. That the Consultant has not been Blacklisted/ banned for business dealing by any Government Department, or by Ministry of Railways or by CONCOR at any time and/or no such blacklisting is in force as on the deadline for submission of proposals.
- *2 That none of the previous contracts of the Consultant had been terminated/rescinded for Consultant's failure by Container Corporation of India Limited. during the period of last 2 years before the deadline for submission of proposals.

(Add Proviso of Clause 3 of ITA suitably, if any Contract was so terminated).

- 3. That the Consultant is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the proposals.
- *4. That the name of the Consultant is not on the list of "Poor Performer" of CONCOR as on the deadline for submission of proposals.
- 5. We declare that the Consultant have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared as poor performer.
- 6. "I have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India. I certify that:

@This Consultant or its beneficial owner is not from such a country

OR

This Consultant or its beneficial owner is from such a country and the Consultant or its beneficial owner has been registered with the Competent Authority.

I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted along with the proposal by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. We understand that in case we cease to fulfill the requirements of the eligibility and qualifying criteria at any time after opening of proposals and till finalization of proposals, it will be our bounden duty to inform the CONCOR of our changed status immediately and in case of our failure to do so, our proposal shall be rejected and proposal security shall be forfeited. In case such failure comes to the notice of CONCOR at any time after award of the contract, it will lead to termination of the contract and forfeiture of Proposal or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.
10. We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the proposal security. Further, we *[insert name of the consultant]*** understand that we shall be liable for banning of business dealings upto a period of five years.
11. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Proposal or Performance Security or Both whichever is available with CONCOR and banning of business dealings for a period of upto five years.

SEAL AND SIGNATURE OF THE CONSULTANT

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE CONSULTANT

* *Modify the contents wherever necessary, in terms of sub-clause 3 of ITA.*

** *The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Consultant.*

Attestation before Magistrate/Public Notary

@ *Strike out whichever is not applicable. In case the Consultant or its beneficial owner is from a country which share a land border with India, evidence of valid registration by the Competent Authority shall be attached*

Name of the Project: “Consultancy Services to carry out study for CONCOR to enter into shipping sector”

FORMAT OF WORK EXPERIENCE IN TERMS OF KEY ASSIGNMENTS DONE BY THE BIDDING FIRM TO BE SUBMITTED WITH PROPOSAL

Sr. No.	Details of Key Assignments	Reference of Key Assignments (as defined under Clause-19 (c) of ITA should be given with details of the project/ description/period of assignments and name of employer.

Notes:

CERTIFICATION (Please follow exactly the following format. Omission will be seen as noncompliance)

- (i) I, the undersigned certify that, to the best of my knowledge and belief, this experience correctly describes. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Authorised Signatory of Bidding Firm

DATE OF SIGNING: Day Month Year

Certified that the contents of the above are verified and found correct.
Sign and Seal of the authorized signatory of the Applicant with date.

NOTE: THE APPLICANT WILL FILL UP THE FORM NO. 9 AS DEFINED/REQUIRED IN SECTION 2 of ITA.

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) hereinafter referred to as “**The Principal**”

and hereinafter referred to as “**The Bidder/Contractor**”.

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 Contractor(s).

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/contractor(s)

(1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any

material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(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 e-bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/ Contractor(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)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/ Contractor(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)/ Contractor(s) from the tender process or take action as per extent rules.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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 and Managing Director, CONCOR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/ Contractor(s)/ Subcontractor(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 Contractor. 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 and 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 and Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and 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. It expires for the Contractor 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 and Managing Director, CONCOR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is 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 Contractor 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/Contractor)

Office Seal
Place -----
Date -----

Office Seal

Witness 1 :

Witness 2 :

Name & Address -----

Section – 4**Terms of Reference for Container Corporation of India Limited's entry into global container shipping business****1. About CONCOR**

Container Corporation of India Limited (CONCOR) is a leading public sector enterprise in India's logistics industry, established in 1988 under the Ministry of Railways, Government of India. It specializes in containerized freight transportation, operating through a multimodal approach that integrates rail and road services. The company manages a vast network of 66 Container Terminals including inland container depots(ICDs), container freight stations(CFS), and Domestic Container terminals(DCT) at vantage locations across the country. The nation-wide infrastructure of CONCOR also includes around 380 owned Container Trains, approx. 48,000 owned 20ft ISO grade shipping containers and over 4 million square foot of warehouse space established at prime locations within the country.

CONCOR is evaluating the opportunity of foraying into global container shipping business catering to Export Import (EXIM) trade, further augmenting its offering towards its goal to be a complete end-to-end logistics services provider and gain a foothold in overseas market. With this objective, CONCOR intends to engage a consultant to carry out in depth study and advise in this regard and prepare a road map. The study and recommendations will address the market opportunity and its attractiveness, activities and resources needed financial considerations, and steps needed to establish a competitive presence in the container shipping.

2. Project Objectives

CONCOR is evaluating the opportunity of foraying into global container shipping business catering to Export Import (EXIM) trade, further augmenting its offering towards its goal to be a complete end-to-end logistics services provider and gain a foothold in overseas market. With this objective, CONCOR intends to engage a consultant to carry out in depth study in this regard, and prepare a road map. The detailed study will address the market opportunity and its attractiveness, activities and resources needed including financial considerations, and steps needed to establish a competitive presence in the global container shipping industry. More details of the services are provided in the Terms of Reference.

3. Key objectives of the strategy are set out below:

- a) Evaluate the feasibility, viability and potential for CONCOR to expand into the container shipping line business
- b) Identify strategic market segments and potential routes for service offerings alongwith their potential
- c) Propose a business model , with comprehensive project report, that aligns with the company's strengths and market opportunities
- d) Study the existing business environment of international Container Shipping covering aspects such as number of prominent players operating in India - their business model, market share and rationale for CONCOR to enter this business

- e) Outline the operational, financial, infrastructural, regulatory and manpower requirements for market entry and market strategies
 - f) Establish a clear implementation plan with measurable milestones
 - g) To summarise, this study will be all encompassing, from conception to execution, to enable CONCOR to commence its business as a shipping line.
4. To assist and advise CONCOR in developing its growth strategy and expanding into international shipping line business, the report of the Consultant shall include, inter alia, the findings and recommendations on the following aspects: :
- a) **Market Sizing and Demand Assessment:** Perform a comprehensive analysis of the shipping industry in India, South Asia, and the Middle east, and globally, **with an emphasis on container shipping**. This should help CONCOR evaluate market potential, identify demand trends, and uncover growth opportunities.
 - b) **Competitive Analysis:** Evaluate existing players in the shipping line services sector, identifying market leaders, their strategies, and market shares. This should, eventually, help position CONCOR in the competitive landscape.
 - c) **Market Entry Strategy:** Develop a comprehensive market entry strategy that includes the best approach for CONCOR in phased manner covering short term, medium- and long-term goals to establish itself in international shipping sector (e.g., partnerships, acquisitions, or independent operations) The strategy should also include industry best practices at each stage for a sustainable and successful entry.
 - d) **Regulatory and Compliance Assessment:** Identify and assess key regulatory requirements (both within India and abroad) maritime laws, and compliance standards that CONCOR would need to meet to operate shipping services.
 - e) **Operational Strategy Development:** Design an operational model for CONCOR's shipping services, covering critical areas such as fleet acquisition (new vessels, leasing, or buy-and-lease options), terminal infrastructure, route planning, and seamless logistics integration with CONCOR's existing network. The strategy should ensure efficient operations and synergy across the new and current business verticals.
 - f) **Financial Feasibility Study:** Conduct a financial feasibility assessment that estimates the capital expenditure, operational costs, and revenue projections for the new business vertical. This should also include the expected contribution to CONCOR's overall financial performance.
 - g) **Risk Analysis and Mitigation Plan:** Identify potential risks associated with entering the shipping line business (e.g., fluctuating fuel prices, geopolitical risks, port congestion) and develop strategies to mitigate them.
 - h) **Partner and Vendor Identification:** Research and shortlist potential strategic partners (e.g., port operators, shipping alliances, or shipbuilders) and suppliers (e.g., fuel providers, equipment manufacturers) to support the business.
 - i) **Implementation Roadmap:** Prepare a detailed implementation roadmap with timelines, milestones, key performance indicators (KPIs), and resource requirements to guide the launch and growth of the shipping services vertical.

j) **Sensitivity Analysis:** Consultant shall carry out sensitivity analysis relevant to this project.

5. The consultant shall carry out the following tasks and the bellow mentioned task are only indicative of the scope of work:

a) Task 1: Assessment of CONCOR's Internal Capabilities (Internal Capability Assessment)

This task will evaluate CONCOR's existing operations and internal readiness to diversify into shipping line services with special focus on container shipping line business. The broad activities to be covered include:

(i) **Operational Capability Assessment:**

- 1) Review CONCOR's current business strategies, operational efficiency, and organizational structure to evaluate its readiness for entering shipping line services.
- 2) Evaluate technical capabilities, manpower skills, and existing infrastructure to determine the extent to which CONCOR can leverage its resources for shipping operations.
- 3) Identify gaps in capabilities that need to be addressed for smooth integration into the shipping business and actions to be taken for running smoothly and efficiently the shipping operations.

(ii) **Regulatory and Compliance Assessment:**

- 1) Evaluate the regulatory frameworks that may impact CONCOR's shipping line operations. This includes maritime laws, national and international shipping rules and regulations, and environmental policies.
- 2) Identify regulatory or any other hurdles that could affect the establishment of the shipping services and prepare compliance strategies.

(iii) **Financial Health and Investment Capacity:**

- 1) Analyze CONCOR's current financial standing, including revenue streams, operational costs, and its ability to invest in shipping services.
- 2) Evaluate and advise the impact of the new business vertical on CONCOR's financials, including potential capital requirements and revenue generation capacity.

(iv) **Stakeholder Consultation:**

- 1) Conduct interviews with department heads and internal stakeholders to gather feedback on operational challenges, project risks, and organizational goals.
- 2) Engage with external stakeholders (partners, logistics providers, contractors) to assess perceptions and expectations regarding CONCOR's entry into the shipping sector.

(v) **Benchmarking Against Industry Leaders:**

- 1) Conduct a benchmarking exercise by comparing CONCOR's operational and financial metrics against other prominent national and international logistics companies and shipping operators.
- 2) Identify areas for improvement and align CONCOR's strategies with best practices in the global shipping industry.

b) Task 2: Market Opportunity Assessment and Feasibility Study

This task involves identifying potential business opportunities in the target sector and evaluating the feasibility of CONCOR's entry into the market.

- (i) **Market Research and Trend Analysis:**
 - 1) Conduct market research to analyze the current and future outlook of the target industry, focusing on the Indian, South Asian, Middle East and other global markets.
 - 2) Assess demand for containerized shipping transport, growth trends in international trade, and the competitive landscape.
 - 3) Analyze the macroeconomic environment affecting the shipping sector, changes in trade patterns, fuel prices, regulatory hurdles, entry barriers and geopolitical influences.
- (ii) **Opportunity Identification and Assessment:**
 - 1) Identify key business segments for CONCOR, such as container shipping, or specialized freight.
 - 2) Identify key target markets and customer segments for CONCOR's containerized shipping services, with a focus on promoting a modal shift from road to rail. This analysis will help pinpoint high-potential industries and regions, positioning CONCOR to capture customers seeking more efficient, cost-effective, and sustainable logistics solutions.
 - 3) Review potential market opportunities, including partnerships with port operators, ship leasing, and participation in logistics alliances in India and globally.
 - 4) Assess CONCOR's competitive strengths relative to these opportunities, including its existing rail logistics network, customer base, and geographical reach.
- (iii) **Financial Feasibility Analysis:**
 - 1) Estimate the capital expenditure required to establish a shipping line business, including ship procurement (build/lease options), port infrastructure, and operational costs.
 - 2) Project potential revenue streams and profitability, considering factors such as cargo volumes, freight rates, and operational efficiency.
 - 3) Perform a cost-benefit analysis to ascertain whether the investment in shipping line services aligns with CONCOR's long-term growth objectives.
- c) **Task 3: Strategy Formulation and Business Model Development**

This task focuses on developing a strategic roadmap for CONCOR's entry into the shipping business, including operational models, implementation strategies, and risk management.

 - (i) **Formulation of Market Entry Strategy:**
 - 1) Develop a comprehensive market entry strategy, including options such as joint ventures, acquisitions, or launching independent shipping operations.
 - 2) Evaluate the pros and cons of each model and select the most viable option in consultation with CONCOR.
 - 3) Define key performance indicators (KPIs) for successful market entry.
 - (ii) **Business Model and Operational Strategy:**
 - 1) Develop an operational model for the shipping line services, covering fleet acquisition, port management, logistics integration, and customer service frameworks.
 - 2) Create an organizational structure that supports this new vertical, ensuring effective integration with CONCOR's existing logistics operations.
 - (iii) **Geographical Expansion and Diversification:**

- 1) Evaluate the potential to expand shipping operations beyond Indian waters, exploring international shipping routes and port partnerships.
- 2) Consider diversification into other segments, such as intermodal shipping, dry bulk, and specialized cargo, based on the identified market needs.
- 3) Evaluate and advise the shipping routes, ports to be avoided keeping in view the current or possible conflicts, wars, etc.

d) Task 4: Financial Projection and Investment Structuring

This task will outline the financial roadmap for CONCOR's shipping line services, providing financial models and capital requirements for the next 5 to 10 years.

(i) Capital Investment Planning:

- 1) Develop a capital investment plan detailing the initial setup costs for the shipping line, including vessel acquisition, port infrastructure, and manpower requirements.
- 2) Evaluate possible sources of funding (equity, debt, or public-private partnerships) and create appropriate financial assumptions for the business.

(ii) Revenue and Expense Projections:

- 1) Estimate potential revenue generation and operating expenses for the next 5 to 10 years, based on projected cargo volumes, freight rates, and operational efficiency.
- 2) Develop financial models, including income statements, cash flow projections, and balance sheets, to assess profitability and return on investment.

(iii) Investment Structuring and Returns:

- 1) Develop strategies for structuring investments in the shipping sector, including financing options for vessel acquisition, port management, and logistics integration.
- 2) Calculate key financial metrics, including ROI, payback period, and net present value, to ensure financial viability.

e) Task 5: Risk Assessment and Mitigation Strategy

This task involves identifying potential risks and developing mitigation strategies to ensure a smooth transition into the shipping business.

(i) Risk Identification:

- 1) Identify key risks associated with entering the shipping sector, such as fluctuating fuel prices, market volatility, and regulatory changes.
- 2) Assess geopolitical risks, including wars, conflicts, sanctions imposed, trade disputes and international shipping regulations that may affect operations.

(ii) Risk Mitigation Plans:

- 1) Develop mitigation strategies for each identified risk, including operational contingencies, financial hedging strategies, and regulatory compliance frameworks.
- 2) Create a crisis management plan to handle disruptions in shipping routes, port operations, or supply chains.

f) Task 6: Implementation Plan and Roadmap

The final task will focus on preparing a detailed roadmap for the implementation of the shipping line services, ensuring alignment with CONCOR's strategic objectives.

(i) **Action Plan Development:**

- 1) Create a detailed action plan for implementing the shipping line services, outlining timelines, key milestones, and resource requirements.
- 2) Define roles and responsibilities for CONCOR's internal teams and external partners to ensure effective execution of the strategy.

(ii) **Resource Planning:**

- 1) Identify the human, technical, and financial resources required to implement the shipping line services.
- 2) Prioritize initiatives and allocate resources in a phased manner to ensure smooth execution without disrupting CONCOR's existing operations.
- 3) Identify and advise the most suitable organization/firm structure to implement the roadmap.
- 4) Showcase high level organization roles and their KPIs for effective implementation of strategies.

6. **Information**

Information and plans of individual companies/projects will be based on information shared by respective companies/Government bodies/other bodies during interactions with the consultant's representatives and from publicly available information. Acquisition of all non-public information will be done with due diligence and on a best-effort basis. Wherever precise information is not available, best possible estimates will be prepared and validated from other sources wherever possible.

The Client undertakes to provide the Consultant all financial and other information about CONCOR. The Client shall keep the Consultant updated of all developments affecting or concerning the subject Transactions and the Project. The Client shall within a reasonable time as the urgency demands, provide the Consultant with all the assistance and information requested by the Consultant.

Consultant and the Client shall each be responsible for protecting their respective systems interests in relation to electronic communications and neither the Client nor the Consultant (in each case including respective directors, partners, employees, sub-contractors or agents) will have any liability to the other party on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from the interception, corruption, loss, destruction, late or incomplete arrival of information communicated electronically or from information communicated electronically being otherwise adversely affected or unsafe to use. The information provided by the client shall be exclusively used for the tasks assigned to the consultant and the same shall not be shared with other persons without the prior permission of the client.

7. **Implementing Arrangements**

Container Corporation of India Limited shall appoint one of its senior level personnel who shall be the project coordinator for the Services. The said senior level personnel shall be the single point of contact for the consultant for all operational matters relating to the performance of the Services, including matters relating to provision of CONCOR's materials and the following:

- a) Approving on behalf of CONCOR any data collection template or questionnaire developed by the consultant.
- b) Participating at various meetings that the consultant may from time to time request;

8. Language of Contract

All correspondence between the consultant and CONCOR will be in the English Language.

9. Completion Period

The consultant will be responsible for preparation and submission of reports within a Period of 20 weeks from the date of commencement (T).

The consultants shall share the reports for the study as per the following timelines (Key Deliverables) :

S.No.	Milestone	Schedule
1	Inception Report and presentation thereon	T + 2 weeks
2	Mid Term review of study report	T+ 10 weeks
3	Draft Report and presentation thereon	T+ 16 weeks
4	Final Report and presentation	T+ 20 weeks
5	Consultant firm shall be expected to do Project Handholding and presentations before stakeholders till period of 06 months from the date of acceptance of final report of Consultant).	

10. Deliverables

- a) The Consultants shall submit Project report and make presentations before officials of CONCOR as mentioned in the above table.
- b) Further, the Consultant may be required to give structured presentations to various Ministries/any other stakeholder as per insutructions of CONCOR and for such presentations to external stakeholders of CONCOR, separate remuneration shall be paid as per Notification of Award (NoA) issued by CONCOR. Such presentations shall be given by the Team Leader.
- c) The Consultants shall submit 5 hard copies (COLOURED) and also in soft copy in PDF as well as in Word Format of all reports.

11. Payment Schedule and Mode of Billings

- a) CONCOR shall pay to the Consultant the approved Consultation Fees. The Consultant shall submit Invoice based on Key Deliverables (KDs) as specified in Clause 9 & 10 of TOR to CONCOR office.
- b) The payment will be made as per submission of Key Deliverables (KDs) as specified in Clause 9 & 10 of TOR.
- c) In the event of termination of contract or removal of contractor, no further payment shall be made to the Consultant,
- d) The payments to the Consultant will be made as per the schedule of payments mentioned herein under as specified Clause 11 (p) of TOR.
- e) Payments to be made by the CONCOR hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.

- f) The Consultant shall submit to the CONCOR, in a format acceptable to the CONCOR a report stating progress made during the month duly comparing the same with the previous period of reporting.
- g) **Advance Payment:** No advance payment will be paid to the Consultant.
- h) As soon as practicable and not later than fifteen (15) days after the end of each time-period for delivery of Key Deliverables (KDs) as described in in Clause 9 of TOR during the period of the Services, the Consultant shall submit to the CONCOR, in duplicate, itemized statements, accompanied by receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable to the Consultant for KDs. Each such separate statement shall distinguish that portion of the total eligible costs which pertains to Consultancy Fees .
- i) Payments shall be made to the consultant as per the Mile stone – linked schedule given in this RFP.
- j) The payment shall be made to consultant on successful completion of each milestone as determined by CONCOR. Subject to Clause 11 (a), (f), (g), (h) and (i) TOR, the CONCOR shall pay to the Consultants the amounts claimed pursuant to this Article VI within twenty one (21) calendar days after receipt of satisfactory statements and supporting documents..
- k) All payments by the CONCOR shall be made to the account(s) specified in Clause 6 of the Agreement. If any item or part of an item in an invoice submitted by the Consultant is contested by the CONCOR then CONCOR shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice.
- l) Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- m) The Consultant shall give the following details of their bankers for payments in accordance with Clause 6 of the Contract Agreement and Clause 11 (l) of TOR.
 - (i) Name of the Bank
 - (ii) Address of the Bank
 - (iii) Title of Bank Account
 - (iv) Bank Account Number
 - (v) Bank’s IFSC No
 - (vi) Bank’s telephone number
 - (vii) Cancelled Cheque of Consultant
- n) Payments shall be made in accordance with Clause 11 (l) of TOR. No interest is admissible on outstanding amounts by the CONCOR.
- o) The Consultants shall be paid on successful completion of the specified milestones of each of the Study Reports. The payment schedule is presented below.

S. No.	Milestone	Payment
1	Inception Report and presentation thereon	10% of the Contract Value
2	Mid Term Review of the Study Report	10% of the Contract Value
3	Submission of Draft Report and presentation thereon	20% of the Contract Value
4	Submission of Final Report and presentation thereon	30% of the Contract Value
5	Acceptance of Report on Project.	20% of the Contract Value

6	Submission of Five (05) hard copies (COLOURED) and also in soft copy in PDF and Word Format of all reports	5% of the Contract Value
7	After completion of presentations to external stakeholders of CONCOR such as Ministry of Indian Railways/Other Ministries, Govt. of India/other external stakeholders as per instructions of CONCOR (till period of 06 months from the date of acceptance of final report of Consultant). The balance payment of 5% of contract value shall be made after the completion of 6 months from the date of acceptance of final report as per Sr. No. 5 above	5% of the Contract Value

Note:

CONCOR will communicate acceptance of reports in a period of two weeks from the date of submission. In case of any delay in this approval, extension to consultant will be given on account of CONCOR, but no additional payment will be payable for the same. For the purpose of payment as per above table, the term contract value shall include only the approved consultancy fees and will exclude fees of each structured power point presentation to be made to external stakeholders as mentioned in this RFP.

12. Other Clauses:**a) Confidentiality**

The Client and the Consultant agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this Agreement shall be kept confidential, unless disclosure made in connection with or for the purpose of or the approval/execution of this Project as mentioned above or it is expressly required under applicable laws, court orders or any order from a regulatory, statutory or governmental authority.

Notwithstanding anything contained in this Agreement, after completion of the Project, the Consultant shall have the right to place advertisements or make announcements, at its own expense, describing its appointment and/or the services rendered pursuant to this Agreement and would also be entitled to use the Client's name and logo in this respect and disclose details of the Assignment to the agencies of national/international repute for the purposes of league tables, rankings, etc.

b) Indemnification

The consultant shall keep the client, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to legal fees and expenses, suffered by the Owner or any third party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant its employees, associates, sub-contractor or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

- c) **Limitation of Liability**
Notwithstanding anything stated in this Contract Agreement and RFP, the Consultant's maximum aggregate liability (including any third party liability) hereunder shall be limited to the extent of fees actually received by the Consultant from the Client. The foregoing liability shall arise only if it is finally determined by a Court of competent jurisdiction to have resulted solely and directly from gross negligence, fraud or wilful default on part of the Consultant. In no event shall the Consultant be liable under this clause for consequential, special, incidental or punitive loss, damages or expenses (including without limitation, loss of profits, opportunity costs etc.) even if the Consultant has been advised of their possible existence.
- d) **Governing Law and Jurisdiction**
The Contract Agreement / RFP shall be governed by and construed in accordance with the laws of India and the courts of New Delhi, India shall have exclusive jurisdiction in all matters arising out of the Contract Agreement / RFP.
- e) **Notices**
Any written notice or other written communication to be given under this Contract Agreement shall be sent by facsimile (with confirmation) or by registered or certified mail, or by courier, addressed to each party at its address as stated in this Contract Agreement or to such other address as a party may specify in writing. Except as otherwise expressly provided herein, any such notice shall be effective upon receipt:

Container Corporation of India Limited (CONCOR)

CONCOR Bhawan, C-3, Mathura Road,
Opp. Apollo Hospital, New Delhi-110076.
Phone Number : 011-41673093, 49512150/6
Email: vineetmathur@concorindia.com

Kind Attention: Name and Designation

Name of the Consultant

Kind Attention: Name and Designation

Each of the parties hereto shall give notice to the other of the change of any address or telephone, telex or similar number at the earliest possible opportunity

SECTION 5

FORM OF CONTRACT AGREEMENT

AGREEMENT FOR CONSULTANCY SERVICES TO CARRY OUT STUDY FOR CONCOR TO ENTER INTO THE GLOBAL CONTAINER SHIPPING SECTOR

CONTRACT No.

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the "Contract") is made on the _____ day of _____, 2012 between M/s Container Corporation of India Limited (CONCOR) having its Registered office at CONCOR Bhawan, C-3, Mathura Road, Opposite Apollo Hospital, New Delhi-110076, India (hereinafter called the "CONCOR" or "the Client") acting through the Chairman cum-Managing Director on the one part and _____ *[Name of the Consultant]** called the "Consultant") on the other part the Consultant will be represented hereunder at all times by _____ which will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

WHEREAS

- A)** Container Corporation of India Limited (CONCOR), a Navratna Government of India undertaking under the Ministry of Railways, is a company incorporated in India under the Companies Act 1956/2013 and has its registered office at CONCOR Bhawan, C-3, Mathura Road, Opposite Apollo Hospital, New Delhi -110076.
- B)** The CONCOR has requested the Consultant to provide consultancy services to carry out study for CONCOR to enter into the Global Container Shipping Sector
- C)** The Consultant has agreed to provide the Consultancy Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

Clause 1. Services.

The work to be performed by the Consultant under the Contract (such work being hereinafter called "the Services") is more particularly described in the Terms of Reference (TOR) set forth in Appendix-A. Any modifications to such TOR that materially impact upon the Services which may be agreed between the Consultant and the CONCOR pursuant to Section 16.0 of the General Conditions of Contracts, shall only be implemented with the prior concurrence of the CONCOR.

Clause 2. Reports

The Consultant shall submit to CONCOR in the English language the reports and documentation specified in TOR and in Section 5.03(b) of the General Conditions of Contract:

Clause 3. Personnel

- (a) The Consultant shall, at all times, ensure that there is a Team Leader acceptable to the CONCOR to supervise and coordinate the operations

of the personnel in the office or field and to be responsible for liaison between the Consultant and the CONCOR.

Clause 4. Commencement Date

The Consultant shall commence the Services within twenty one days (21) of issue of letter of acceptance (LOA) by the CONCOR.

Clause 5. Maximum Payment to the Consultant:

except as may be otherwise agreed under the General Conditions of Contract, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed INR _____ except as otherwise agreed between the CONCOR and the Consultant:

Clause 6. Accounts for Payment:

Subject to Articles V of the General Conditions of Contract, all payments under this Contract shall be made to the following account(s) of the Consultant:

.....
(To be indicated by the Consultant and agreed by the CONCOR)

Clause 7. Authorized Representative of Consultant

Any action required or permitted to be taken, and any documents required or permitted to be completed under this Contract may be taken or completed on behalf of the Consultant by the Executive Director (CC & CPRO) or a designated representative and on behalf of the CONCOR.

Clause 8. Notices and Requests

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or mail or telex or facsimile to the party to which it is required to be given or made at such party's address specified in writing to the party giving such notice or making such request.

For the CONCOR:
Executive Director (CC & CPRO),
CONCOR Bhawan, C-3, Mathura Road,
Opposite Apollo Hospital, New Delhi-110076.
Ph No: 011-41673093, 49512150/60
Email: vineetmathur@concorindia.com

For the Consultant: _____

Clause 9. Notice of Delay

In the event that the Consultant encounters delay in obtaining the required acceptance of deliverables, the Consultant shall promptly notify the CONCOR of such delay, and may request an appropriate extension of time for completion of the Services.

Clause 10. Effective Date

The Contract shall become effective upon the issue of LOA to the consultant by the CONCOR

Clause 11. Miscellaneous

(a) No delay in exercising or omission to exercise, any right, power or remedy accruing to their party under this contract upon any default shall

impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other subsequent default.

- (b) The General Conditions of Contract and Appendices A to C attached hereto, which including this Agreement collectively also form part of this Contract (as defined hereinabove) and each part is integral and substantive of this Contract and are fully binding on each of the parties hereto as of the effective date of this Contract.

Clause 12. Documents forming the Contract:

The following documents along with original RFP documents, corrigendum/addendum or any other reference made in connection with RFP document shall be deemed to form and be read and construed as part of this Contract Agreement.

- i) This Contract Agreement
- ii) The Letter of Award
- iii) The Terms of Reference
- iv) The General conditions of Contract (GCC)
- v) Proposal Forms
- vi) Appendices, if any
- vii) The Consultant's Proposal along with the addenda
- viii) Performance Security of Rs..... in form of Bank Gurataneer with validity period /Demand Draft / Pay Orders/E-Payment No.

IN WITNESS WHEREOF, the parties hereof have caused the Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
(THE CONCOR)
(Authorized Representative)

FOR AND ON BEHALF OF
(THE CONSULTANT)
(Authorized Representative)

GENERAL CONDITIONS OF CONTRACT

Definitions: Unless the context otherwise require the following terms wherever used in this contract shall have the following meaning:

- a) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including regulations and rules made there under, as may be in force and effect during the subsistence of this Agreement.
- b) "Contract" means the Contract Agreement signed by the Parties which includes all the documents listed in clause 14 of the Contract Agreement.
- c) "Effective Date" means the date on which notice to proceed' is given to the consultant pursuant to clause 12 and clause 4 of the Contract Agreement.
- d) "Completion of Work" means completion of Consultancy Services.
- e) "Local Currency" means the currency of the Republic of India.
- f) "Member in Charge" or "Lead member" means the entity specified in GCC to act on their behalf in exercising all the Consultants rights and obligations towards the CONCOR under this Contract.
- g) "Party" means the CONCOR or the Consultants, as the case may be, and parties means both of them.
- h) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the services or any part thereof.
- i) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in RFP document.
- j) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Section 4.01 of Article IV of GCC.
- k) Consultant means the firm providing project management services to the CONCOR.
- l) Contractor means the firm who is executing the project for the CONCOR

ARTICLE I

Personnel

Section 1.01:

Except as the CONCOR may otherwise agree, no changes shall be made in the Key Experts. If for any reason beyond the reasonable control (i.e. in the case of death or medical incapacitation of the Consultant), a replacement is required under Section 1.02 and it becomes necessary for the Consultant to replace any of the Key Expert specified by name in the Staffing Schedule, the Consultant shall forthwith provide a replacement acceptable to the CONCOR with comparable or better qualifications/competence with the approval of the CONCOR.

Section 1.02:

Notwithstanding the provision of section 1.03 below, in the event that any of the personnel is found by the CONCOR to be incompetent, guilty of misbehaviour or incapable in discharging the assigned responsibilities, the CONCOR may direct the Consultant by a written notice, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the CONCOR. Such replacement should be arranged at the earliest but not later than 15 days of such notice. If a replacement is not given within 15 days then a penalty of 1% of the monthly Consultancy Fees per day for the first 60 days after the notice period of 15 days and a penalty of 2% of the monthly Consultancy Fees per day after that shall be levied on the Consultant. Such penalty will be in addition to the Liquidated Damages payable in accordance with Section 3.01(XIV) of this GCC.

Section 1.03:

If the personnel are required to be replaced on the instruction of the Client due to serious misconduct, committed a criminal action or non-performance, specifying ground thereof, or by the Consultant on its own, for the reasons other than death and medical incapacitation (i) for total replacement up to 30% of key personnel, Consultancy Fees shall be reduced by 10% (ii) for total replacement between 30% to 50%, Consultancy Fees shall be reduced by 15% and (iii) between 50% to 70%, Consultancy Fees shall be reduced by 20%. For total replacement beyond 70%, Client shall initiate action of higher penalty/termination/debarment up to 2 years as considered appropriate. In case of death of any of the deployed personnel, no penalty for replacement shall be levied.

Team Leader being important controlling personnel for the project should normally not be changed once deployed. However, in exceptional circumstances if change is a must then an overlapping period of 15 days is to be provided for proper handing over and taking over. For such overlapping period. CONCOR will not pay anything extra.

Consultant must deploy the experts as per provision of RFP. However, 3 months after the acceptance of CVs change in expert will be permitted only on grounds of death, mental or physical disability for a period more than 15 days.

ARTICLE II

Staffing Schedule

Section 2.01: Subject to the prior approval of the CONCOR, the Consultant may make adjustment in the periods of time indicated in the Staffing schedule, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause 5 of the Agreement.

ARTICLE III

Performance of the Services, standard of performance & Related Provisions

Section 3.01: The Consultant shall perform the services and carry out his obligations with due diligence and efficiency and shall furnish to the Government and the CONCOR such information related to the Services as the Government or the CONCOR may from time to time reasonably request.

Section 3.01(I): Interpretation

- (i) The headings in the Agreement shall not be used in its interpretation.
- (ii) The singular includes the plural, the masculine includes the feminine, and vice versa where the context requires.
- (iii) If there is a conflict between provisions of the Agreement, interpretation of CONCOR shall be final.

Section 3.01(II): Obligations of Consultant – Scope of Services to be performed by the Consultant

- (i) Consultant shall perform Services relating to the Project. The Terms of Reference are stated in Section 4 of RFP.
- (ii) Consultant shall exercise reasonable skill, care and due diligence and efficiency in accordance with the generally accepted practices in the trade and in the performance of its obligations under the Agreement.
Standard of Performance:
 - a) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
 - b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
 - c) Defects in Services: The Client shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in the Client's notice, the Client may suspend payments.

Legal Compliance:

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable

steps to ensure that any of its Experts and Subconsultants comply with the Applicable Law.

Section 3.01(III): Change in Constitution

Consultant shall promptly notify CONCOR of any changes in the constitution of the Consultant. It shall be open for CONCOR to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of CONCOR. But in the absence of and until its termination by CONCOR as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners in addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

Section 3.01(IV): Decisions: On all matters properly referred to it in writing by Consultant, CONCOR shall give a decision in writing within a reasonable time so as not to delay the services.

Section 3.01(V): Supply of Personnel: The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services. The Key Personnel shall be those approved by the CONCOR.

Section 3.01(VI): Representative: For the administration of the agreement, the Consultant shall designate the official or individual to be his representative through proper Power of Attorney.

Section 3.01(VII): Modifications: Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties.

Section 3.01(VIII): Notices: Notices under the agreement shall be in writing. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter, to an authorized representative of the other party.

Section 3.01(IX): Publication: No matter of this project shall be published in any form full or part in any magazine, journal, paper etc. without prior approval of the CONCOR.

Without the Client's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.

Section 3.01(X): Liability of Consultant to CONCOR: Consultant shall be liable to pay compensation to the CONCOR for breach of the contract. The amount of compensation shall be decided by the CONCOR but shall be limited to the total fees payable under this contract.

Section 3.01(XI): Claims for Loss or Damage: Subject to Section 3.01(X), any claim for loss or damage arising out of breach or termination of the agreement shall be agreed between CONCOR and the Consultant or failing which, the same shall be settled as per article XV of GCC.

Section 3.01(XII):Obligation to indemnify the client

For breach of IPR Rights

- 1) the Consultant shall indemnify and hold harmless, free of costs, the Client and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Client.
 - b) The sale by the Client in any country of the services/ products produced by the Services delivered by Consultant, and
 - c) The delivery of the Services by the Consultant or the use of the Services at the Client's Site
- 2.) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.
- 3) If any proceedings are brought, or any claim is made against the Client arising out of the matters referred above, the Client shall promptly notify the Consultant. At its own expense and in the Client's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Client informed.
- 4) If the Consultant fails to notify the Client within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its behalf at the risk and cost to the Consultant.
- 5) At the Consultant's request, the Client shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses

Section 3.01(XIII):Time Extension:If circumstances arise for which the Consultant is not responsible and which makes it impossible for it to perform in whole or in part the Services in accordance with the Contract, it shall promptly dispatch a notice to CONCOR.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until such circumstances cease to apply plus a reasonable period not exceeding 15 days for resumption of them. Decision of CONCOR in this regard will be final and binding.

Section 3.01 (XIV) :Delays and Liquidated Damages:Time is the essence of the Contract. It shall be the bounden duty of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays, the Consultant shall be liable to pay liquidated damages as mutually agreed genuine pre-estimated compensation and damages at one-half of one percent (0.5%) per week or part thereof of the Contract Price subject to a maximum of ten percent (10%) of the Contract Price.

Section 3.01(XV): Expiration of Contract:Unless terminated earlier pursuant to contract conditions, this contract shall expire when services have been completed as per terms of contract.

Section 3.01(XVI): Rights and Liabilities of the Parties:Upon termination or expiration of this contract, all rights and liabilities of the parties shall cease except such rights and liabilities as may have accrued on the date of termination or expiration.

Section 3.01(XVII): IPR Right:

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Client's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.

Section 3.01(XVIII): Courts Jurisdiction: In case of any disputes/differences between Consultant and CONCOR, the jurisdiction shall be of Delhi Courts only.

Section 3.02: The Consultant shall act at all times so as to protect the interest of the CONCOR and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

Section 3.03: The Consultant shall furnish to the CONCOR such information related to the Services as the CONCOR may from time to time reasonably request.

Section 3.04: Performance Security: The Consultant shall furnish Performance Security as specified in Data Sheet for carrying out the services in accordance with the provisions of Contract Agreement.

Section 3.05: Effectiveness of Contract:The Contract shall come into force and effect on the effective date subject to fulfilment of conditions precedent to signing of contract agreement.

Section 3.06: Commencement of Services: The Consultant shall commence the services in accordance with clause 4 of the Contract Agreement. The anticipated dates of commencement and completion of works for which consultancy is required to be provided by the Consultant are:

- a) **Date of Commencement:** As specified in Data Sheet.
- b) **Period of Consultancy Services:** As specified in Data Sheet.

ARTICLE IV

Relationship of Parties

Section 4.01: Nothing contained herein shall be construed as establishing or creating between the CONCOR and the Consultant a relationship of master and servant or principal and agent.

Section 4.02: The Consultant shall during the performance of the Services be an independent contractor/entity retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

ARTICLE V

Payments and Mode of Billings

Section 5.01: The CONCOR shall pay to the Consultant in respect of the Services,.

The payment will be made as per submission of Key Deliverables (KDs) as specified in Section 4 of RFP.

In case of contract extended due to reasons attributed to the Consultant, the payment per month in the extended period shall not be made; however, entire staff as per staffing schedule shall continue to be provided by the Consultant. In case the Consultant fails to deploy such personnel, the equivalent amount will be recovered from Performance Security Deposit or any other sums due to the Consultant.

In the event of termination of contract or removal of contractor, no further payment beyond 30 days shall be made to the Consultant, by which time the CONCOR will take a decision whether the services of the Consultant/personnel are required and in which case the entire situation shall be reviewed including further deployment of Consultant's staff etc. In the event of Termination of contract due to non performance by Consultant or due to violation of any of the terms of this RFP as defined in this RFP, CONCOR reserves the right to forfeit the Performance Security submitted by the Consultant.

Section 5.02: The payments to the Consultant will be made as per the schedule of payments mentioned in Appendix C

Section 5.03:

(a) Payments to be made by the CONCOR hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.

(b) The Consultant shall, on a monthly basis, submit to the CONCOR, in a format acceptable to the CONCOR, a report stating progress

- made during the month duly comparing the same with the previous period of reporting.
- (c) **Advance Payment:** No advance payment will be paid to the Consultant.
 - (d) As soon as practicable and not later than fifteen (15) days after the end of each time-period for delivery of Key Deliverables (KDs) as described in Appendix C during the period of the Services, the Consultant shall submit to the CONCOR, in duplicate, itemized statements, accompanied by receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable to the Consultant for KDs. Each such separate statement shall distinguish that portion of the total eligible costs which pertains to Consultancy Fees

Section 5.04: Payments

As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the CONCOR the Final Statement of Eligible Costs incurred, with vouchers and other appropriate supporting documents for such reimbursable expenditures. The statement shall distinguish that portion of the total eligible costs which pertains to Consultancy Fees .

Section 5.05: Final payment shall be made by the CONCOR only after the Final Statement and the Final Report have been submitted by the Consultant and approved by the CONCOR.

Section 5.06: (a) Subject to Sections 5.01 and 5.03 above, the CONCOR shall pay to the Consultants the amounts claimed pursuant to this Article VI within twenty one (21) calendar days after receipt of satisfactory statements and supporting documents. The CONCOR may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.

(b) All payments by the CONCOR shall be made to the account(s) specified in Clause 7 of the Agreement. If any item or part of an item in an invoice submitted by the Consultant is contested by the CONCOR then CONCOR shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice.

Section 5.07: Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

Section 5.08: The Consultant shall give the following details of their bankers for payments in accordance with Clause 7 of the Contract Agreement and Section 5.06 of General Conditions of Contract.

- (i) Name of the Bank
- (ii) Address of the Bank
- (iii) Title of Bank Account
- (iv) Bank Account Number
- (v) Bank's IFSC No
- (vi) Bank's telephone number

Section 5.09: Payments shall be made in accordance with Section 5.06. No interest is admissible on outstanding amounts by the CONCOR.

ARTICLE VI

Accounts and Records

Section 6.01: The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish Consultancy Fees accurately.

ARTICLE VII

Indemnity and Insurance

Section 7.01: The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the CONCOR, insurance against the risks, and for the coverage, as specified in the Section 7.02 hereunder and (b) at the CONCOR's request, shall provide evidence to the CONCOR, showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Section 7.02: The risks and the coverage shall be for the period of Consultancy and shall be for:

- (1) CONCOR's Liability and Worker's Compensation Insurance in respect of the Personnel of the Consultants and of Sub-Consultant's, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (2) Professional Liability Insurance with a minimum coverage equal to total contract value for this consultancy; and
- (3) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

Section 7.03:

- (a) The Consultant shall indemnify, protect and defend at Consultant's own expense, CONCOR, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Section 3.01, provided, however
- (b) In addition to any liability Consultant may have under Section 3.01, Consultant shall, at its own cost and expense, upon request of CONCOR, re-perform the services in the event of Consultant's failure to exercise the skill and care required under as mentioned in the contract.
- (c) Notwithstanding the provisions of Section 7.03 (a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) CONCOR's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of CONCOR.

ARTICLE VIII

Ownership of Work Product, Computer Programs and Equipment

Section 8.01: All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and communicated to the CONCOR in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the CONCOR, and may be made available to the general public at its sole discretion. The Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the CONCOR, but shall not use the same for any purpose unrelated to the Services without the prior written approval of the CONCOR.

ARTICLE IX

Disposal of Data and Equipment

Section 9.01: Upon completion or termination of the Services, the Consultant shall:

- (i) sort and index the documents and data (including the related software) referred to in Sections 8.01 hereof and transmit the same to the CONCOR; and
- (ii) furnish to the CONCOR, as the case may be, inventories of the equipment and materials as it then remains, and dispose of the same as directed by the CONCOR, respectively.

ARTICLE X

Coordination

Section 10.01: The Consultant shall at all times cooperate and coordinate with the, contractor and the CONCOR, with respect to the carrying out of its assignment under the project.

ARTICLE XI

Exemptions and Facilities

Section 11.01: Taxes and Duties:

For Consultants/Key Experts: The Consultant and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the CONCOR shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. However, GST will be paid extra as applicable to the Consultant by the CONCOR.

Section 11.02 : Terms pertaining to GST

- (i) The Consultant undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods & Services contractor/tenderer will

specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.

- (ii) The Consultant indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Consultant not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Consultant shall produce evidence that it is so registered and paid all the dues in respect of GST. The Consultant will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the Consultant is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
- (iii) The Consultant shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by CONCOR.
- (iv) In Case of any failure on the part of Consultant, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Consultant to the CONCOR.
- (v) If as result of Change in Law, Consultant obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Consultant may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Consultant.
- (vi) Any denial of input credit due to any omission or failure on the part of the Consultant, the Consultant undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

ARTICLE XII

Force Majeure

Section 12.01:

If either party is temporarily unable by reason of force majeure or the laws or regulations of the Republic of India to meet any of its obligations under the Contract, and if such party gives written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

Section 12.02:

Neither party shall be liable to the other party for any loss, actually incurred or not, or damage sustained by such other party arising from any event referred to in Section 12.01 or delays arising from such event.

Section 12.03: The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption floods, washouts & other natural calamities & acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

Section 12.04: No Breach of Contract: The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Section 12.05: Extension of Time: Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure and additional allowance of 15 days for resumption of the work.

ARTICLE XIII

Suspension

Section 13.01:

- (a) The CONCOR may, by 14 days notice to the Consultant, suspend, in whole or in part, the Services or the disbursement of funds hereunder if the CONCOR determines that
 - (i) the Consultant shall have failed to carry out any of its obligations under this Contract;
 - (ii) any other condition has arisen which, in the reasonable opinion of the CONCOR interferes, or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract; or
 - (iii) a force majeure event has occurred.
- (b) In the event of a major delay in the implementation of the Services, the CONCOR may suspend the payments as scheduled in Appendices C. In such event, the Consultant shall prepare a modified budget and payment schedule which shall take effect after approval by the CONCOR, and payment shall be resumed in accordance with the modified schedule.

ARTICLE XIV

Termination

Section 14.01: Termination by the CONCOR: The CONCOR may terminate the Contract, by not less than fifteen (15) days written notice of termination to the Consultants to be given after the occurrence of any of the events specified below.

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract within fifteen (15) days of receipt after being notified or within such further period as the CONCOR may have subsequently approved in writing;
- b) If the Consultants become insolvent or bankrupt;
- c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than forty five (45) days, or;
- d) If the Consultant, in the judgment of the CONCOR has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;

For the purpose of this Clause

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the CONCOR, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the CONCOR of the benefits of free and open competition.

- e) For the violation of any of the terms and conditions of the RFP for any reason whatsoever, CONCOR may in its sole discretion may decide to terminate this Contract.

All the work done by the Consultant in terms of all reports and/or presentations shall become the sole property of CONCOR, which CONCOR may use as deemed fit, in the event of termination.

Section 14.02: By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the CONCOR, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Section 14.02.

- a) if the CONCOR fails to pay any monies due to the Consultants pursuant to this Contract hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue, or;
- b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than forty five (45) days.

Section 14.03: Payment upon Termination:

- (a) Upon receipt of any notice referred to in Section 14.01, or upon giving of any notice under Section 14.02, the Consultant shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditures to a minimum.

- (b) all claims made by the Consultant under Section 14.03(b) shall be supported by documentation submitted to the CONCOR, satisfactory in form and content to the CONCOR.

ARTICLE XV

Variations

Section 15.01: The Contract may be varied by agreement between the parties. All such variations shall be in writing signed by the authorized representative of the Consultant and the CONCOR.

Section 15.02: **Variations:**The CONCOR may notify the Consultant to alter, amend, omit, add to, or otherwise vary the Services upto 25% of the contract value on the same rates, terms and conditions and the Consultant shall be bound by such variations.

ARTICLE XVI

Conflict of Interest

Section 16.0

Except as the CONCOR shall otherwise specifically agree in writing:

- a) Neither the Consultant, the personnel nor any subsidiary or affiliate of the Consultant shall engage in any activities, other than as Consultant, on any future project which may emerge from the Services;
- b) No personnel of the Consultant listed in the Staffing Schedule shall engage, directly or indirectly, in any business or professional activities which would conflict with the Services.
- c) The consultant shall hold the clients interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

ARTICLE XVII

Confidential Information

Section 17.0

Except with the prior written consent of the CONCOR, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the personnel make public the recommendations formulated in the course of, or as a result of, the Services.

For purposes of this section, “confidential information” means any information or knowledge acquired by the Consultant and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available in public domain.

ARTICLE XVIII

Contractual Ethics

Section 18.0

No fees, gratuities, rebates, gifts, commissions or other payments other than those shown in the proposal or the contract have been

given or received in connection with the selection process or in the contract execution.

ARTICLE XIX

Compliance to Laws, Bylaws & Regulations and penalties

Section 19.0 The Consultants shall respect and abide by all applicable laws and regulations in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the Republic of India including regulations and rules made thereunder as may be in force and effect during the subsistence of this agreement. The Consultant shall use its best efforts to ensure that their personnel and their dependents, while in India and local employees of the Consultant shall respect and abide by the said laws and regulations.

ARTICLE XX

EXIT CLAUSE

Section 20.0 CONCOR will have the liberty to terminate the contract by giving an advance notice of (30) thirty days in case there are strong business reasons for it to do so as determined by its management.

ARTICLE XXI

Amicable Settlement

Section 21.0 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration & Conciliation Act, 1996 as amended from time to time.

ARTICLE XXII

Settlement of Disputes

Section 22.0 In the event, the parties are unable to resolve such dispute/difference amicably within ninety (90) days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of

Arbitration of Delhi International Arbitration Centre(DIAC), Delhi High Court. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language shall be English.

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Presiding Arbitrator.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel.

APPENDICES

APPENDIX A

Terms of Reference for Container Corporation of India Limited's entry into global container shipping business

1. **About CONCOR**

Container Corporation of India Limited (CONCOR) is a leading public sector enterprise in India's logistics industry, established in 1988 under the Ministry of Railways, Government of India. It specializes in containerized freight transportation, operating through a multimodal approach that integrates rail and road services. The company manages a vast network of 66 Container Terminals including inland container depots(ICDs), container freight stations(CFS), and Domestic Container terminals(DCT) at vantage locations across the country. The nation-wide infrastructure of CONCOR also includes around 380 owned Container Trains, approx. 48,000 owned 20ft ISO grade shipping containers and over 4 million square foot of warehouse space established at prime locations within the country.

CONCOR is evaluating the opportunity of foraying into global container shipping business catering to Export Import (EXIM) trade, further augmenting its offering towards its goal to be a complete end-to-end logistics services provider and gain a foothold in overseas market. With this objective, CONCOR intends to engage a consultant to carry out in depth study and advise in this regard and prepare a road map. The study and recommendations will address the market opportunity and its attractiveness, activities and resources needed financial considerations, and steps needed to establish a competitive presence in the container shipping.

2. **Project Objectives**

CONCOR is evaluating the opportunity of foraying into global container shipping business catering to Export Import (EXIM) trade, further augmenting its offering towards its goal to be a complete end-to-end logistics services provider and gain a foothold in overseas market. With this objective, CONCOR intends to engage a consultant to carry out in depth study in this regard, and prepare a road map. The detailed study will address the market opportunity and its attractiveness, activities and resources needed including financial considerations, and steps needed to establish a competitive presence in the global container shipping industry. More details of the services are provided in the Terms of Reference.

3. Key objectives of the strategy are set out below:

- a) Evaluate the feasibility, viability and potential for CONCOR to expand into the container shipping line business
- b) Identify strategic market segments and potential routes for service offerings alongwith their potential
- c) Propose a business model , with comprehensive project report, that aligns with the company's strengths and market opportunities

- d) Study the existing business environment of international Container Shipping covering aspects such as number of prominent players operating in India - their business model, market share and rationale for CONCOR to enter this business
 - e) Outline the operational, financial, infrastructural, regulatory and manpower requirements for market entry and market strategies
 - f) Establish a clear implementation plan with measurable milestones
 - g) To summarise, this study will be all encompassing, from conception to execution, to enable CONCOR to commence its business as a shipping line.
4. To assist and advise CONCOR in developing its growth strategy and expanding into international shipping line business, the report of the Consultant shall include, inter alia, the findings and recommendations on the following aspects:
- a) **Market Sizing and Demand Assessment:** Perform a comprehensive analysis of the shipping industry in India, South Asia, and the Middle east, and globally, **with an emphasis on container shipping**. This should help CONCOR evaluate market potential, identify demand trends, and uncover growth opportunities.
 - b) **Competitive Analysis:** Evaluate existing players in the shipping line services sector, identifying market leaders, their strategies, and market shares. This should, eventually, help position CONCOR in the competitive landscape.
 - c) **Market Entry Strategy:** Develop a comprehensive market entry strategy that includes the best approach for CONCOR in phased manner covering short term, medium- and long-term goals to establish itself in international shipping sector (e.g., partnerships, acquisitions, or independent operations) The strategy should also include industry best practices at each stage for a sustainable and successful entry.
 - d) **Regulatory and Compliance Assessment:** Identify and assess key regulatory requirements (both within India and abroad) maritime laws, and compliance standards that CONCOR would need to meet to operate shipping services.
 - e) **Operational Strategy Development:** Design an operational model for CONCOR's shipping services, covering critical areas such as fleet acquisition (new vessels, leasing, or buy-and-lease options), terminal infrastructure, route planning, and seamless logistics integration with CONCOR's existing network. The strategy should ensure efficient operations and synergy across the new and current business verticals.
 - f) **Financial Feasibility Study:** Conduct a financial feasibility assessment that estimates the capital expenditure, operational costs, and revenue projections for the new business vertical. This should also include the expected contribution to CONCOR's overall financial performance.
 - g) **Risk Analysis and Mitigation Plan:** Identify potential risks associated with entering the shipping line business (e.g., fluctuating fuel prices, geopolitical risks, port congestion) and develop strategies to mitigate them.
 - h) **Partner and Vendor Identification:** Research and shortlist potential strategic partners (e.g., port operators, shipping alliances, or shipbuilders) and suppliers (e.g., fuel providers, equipment manufacturers) to support the business.

- i) **Implementation Roadmap:** Prepare a detailed implementation roadmap with timelines, milestones, key performance indicators (KPIs), and resource requirements to guide the launch and growth of the shipping services vertical.
 - j) **Sensitivity Analysis:** Consultant shall carry out sensitivity analysis relevant to this project.
5. The consultant shall carry out the following tasks and the bellow mentioned task are only indicative of the scope of work:
- a) **Task 1: Assessment of CONCOR's Internal Capabilities (Internal Capability Assessment)**

This task will evaluate CONCOR's existing operations and internal readiness to diversify into shipping line services with special focus on container shipping line business. The broad activities to be covered include:

 - (i) **Operational Capability Assessment:**
 - 1) Review CONCOR's current business strategies, operational efficiency, and organizational structure to evaluate its readiness for entering shipping line services.
 - 2) Evaluate technical capabilities, manpower skills, and existing infrastructure to determine the extent to which CONCOR can leverage its resources for shipping operations.
 - 3) Identify gaps in capabilities that need to be addressed for smooth integration into the shipping business and actions to be taken for running smoothly and efficiently the shipping operations.
 - (ii) **Regulatory and Compliance Assessment:**
 - 1) Evaluate the regulatory frameworks that may impact CONCOR's shipping line operations. This includes maritime laws, national and international shipping rules and regulations, and environmental policies.
 - 2) Identify regulatory or any other hurdles that could affect the establishment of the shipping services and prepare compliance strategies.
 - (iii) **Financial Health and Investment Capacity:**
 - 1) Analyze CONCOR's current financial standing, including revenue streams, operational costs, and its ability to invest in shipping services.
 - 2) Evaluate and advise the impact of the new business vertical on CONCOR's financials, including potential capital requirements and revenue generation capacity.
 - (iv) **Stakeholder Consultation:**
 - 1) Conduct interviews with department heads and internal stakeholders to gather feedback on operational challenges, project risks, and organizational goals.
 - 2) Engage with external stakeholders (partners, logistics providers, contractors) to assess perceptions and expectations regarding CONCOR's entry into the shipping sector.
 - (v) **Benchmarking Against Industry Leaders:**
 - 1) Conduct a benchmarking exercise by comparing CONCOR's operational and financial metrics against other prominent national and international logistics companies and shipping operators.
 - 2) Identify areas for improvement and align CONCOR's strategies with best practices in the global shipping industry.

b) Task 2: Market Opportunity Assessment and Feasibility Study

This task involves identifying potential business opportunities in the target sector and evaluating the feasibility of CONCOR's entry into the market.

(i) Market Research and Trend Analysis:

- 1) Conduct market research to analyze the current and future outlook of the target industry, focusing on the Indian, South Asian, Middle East and other global markets.
- 2) Assess demand for containerized shipping transport, growth trends in international trade, and the competitive landscape.
- 3) Analyze the macroeconomic environment affecting the shipping sector, changes in trade patterns, fuel prices, regulatory hurdles, entry barriers and geopolitical influences.

(ii) Opportunity Identification and Assessment:

- 1) Identify key business segments for CONCOR, such as container shipping, or specialized freight.
- 2) Identify key target markets and customer segments for CONCOR's containerized shipping services, with a focus on promoting a modal shift from road to rail. This analysis will help pinpoint high-potential industries and regions, positioning CONCOR to capture customers seeking more efficient, cost-effective, and sustainable logistics solutions.
- 3) Review potential market opportunities, including partnerships with port operators, ship leasing, and participation in logistics alliances in India and globally.
- 4) Assess CONCOR's competitive strengths relative to these opportunities, including its existing rail logistics network, customer base, and geographical reach.

(iii) Financial Feasibility Analysis:

- 1) Estimate the capital expenditure required to establish a shipping line business, including ship procurement (build/lease options), port infrastructure, and operational costs.
- 2) Project potential revenue streams and profitability, considering factors such as cargo volumes, freight rates, and operational efficiency.
- 3) Perform a cost-benefit analysis to ascertain whether the investment in shipping line services aligns with CONCOR's long-term growth objectives.

c) Task 3: Strategy Formulation and Business Model Development

This task focuses on developing a strategic roadmap for CONCOR's entry into the shipping business, including operational models, implementation strategies, and risk management.

(i) Formulation of Market Entry Strategy:

- 1) Develop a comprehensive market entry strategy, including options such as joint ventures, acquisitions, or launching independent shipping operations.
- 2) Evaluate the pros and cons of each model and select the most viable option in consultation with CONCOR.
- 3) Define key performance indicators (KPIs) for successful market entry.

(ii) Business Model and Operational Strategy:

- 1) Develop an operational model for the shipping line services, covering fleet acquisition, port management, logistics integration, and customer service frameworks.

- 2) Create an organizational structure that supports this new vertical, ensuring effective integration with CONCOR's existing logistics operations.
- (iii) **Geographical Expansion and Diversification:**
 - 1) Evaluate the potential to expand shipping operations beyond Indian waters, exploring international shipping routes and port partnerships.
 - 2) Consider diversification into other segments, such as intermodal shipping, dry bulk, and specialized cargo, based on the identified market needs.
 - 3) Evaluate and advise the shipping routes, ports to be avoided keeping in view the current or possible conflicts, wars, etc.
- d) **Task 4: Financial Projection and Investment Structuring**

This task will outline the financial roadmap for CONCOR's shipping line services, providing financial models and capital requirements for the next 5 to 10 years.

 - (i) **Capital Investment Planning:**
 - 1) Develop a capital investment plan detailing the initial setup costs for the shipping line, including vessel acquisition, port infrastructure, and manpower requirements.
 - 2) Evaluate possible sources of funding (equity, debt, or public-private partnerships) and create appropriate financial assumptions for the business.
 - (ii) **Revenue and Expense Projections:**
 - 1) Estimate potential revenue generation and operating expenses for the next 5 to 10 years, based on projected cargo volumes, freight rates, and operational efficiency.
 - 2) Develop financial models, including income statements, cash flow projections, and balance sheets, to assess profitability and return on investment.
 - (iii) **Investment Structuring and Returns:**
 - 1) Develop strategies for structuring investments in the shipping sector, including financing options for vessel acquisition, port management, and logistics integration.
 - 2) Calculate key financial metrics, including ROI, payback period, and net present value, to ensure financial viability.
- e) **Task 5: Risk Assessment and Mitigation Strategy**

This task involves identifying potential risks and developing mitigation strategies to ensure a smooth transition into the shipping business.

 - (i) **Risk Identification:**
 - 1) Identify key risks associated with entering the shipping sector, such as fluctuating fuel prices, market volatility, and regulatory changes.
 - 2) Assess geopolitical risks, including wars, conflicts, sanctions imposed, trade disputes and international shipping regulations that may affect operations.
 - (ii) **Risk Mitigation Plans:**
 - 1) Develop mitigation strategies for each identified risk, including operational contingencies, financial hedging strategies, and regulatory compliance frameworks.
 - 2) Create a crisis management plan to handle disruptions in shipping routes, port operations, or supply chains.

f) Task 6: Implementation Plan and Roadmap

The final task will focus on preparing a detailed roadmap for the implementation of the shipping line services, ensuring alignment with CONCOR's strategic objectives.

(i) Action Plan Development:

- 1) Create a detailed action plan for implementing the shipping line services, outlining timelines, key milestones, and resource requirements.
- 2) Define roles and responsibilities for CONCOR's internal teams and external partners to ensure effective execution of the strategy.

(ii) Resource Planning:

- 1) Identify the human, technical, and financial resources required to implement the shipping line services.
- 2) Prioritize initiatives and allocate resources in a phased manner to ensure smooth execution without disrupting CONCOR's existing operations.
- 3) Identify and advise the most suitable organization/firm structure to implement the roadmap.
- 4) Showcase high level organization roles and their KPIs for effective implementation of strategies.

6. Information

Information and plans of individual companies/projects will be based on information shared by respective companies/Government bodies/other bodies during interactions with the consultant's representatives and from publicly available information. Acquisition of all non-public information will be done with due diligence and on a best-effort basis. Wherever precise information is not available, best possible estimates will be prepared and validated from other sources wherever possible.

The Client undertakes to provide the Consultant all financial and other information about CONCOR. The Client shall keep the Consultant updated of all developments affecting or concerning the subject Transactions and the Project. The Client shall within a reasonable time as the urgency demands, provide the Consultant with all the assistance and information requested by the Consultant.

Consultant and the Client shall each be responsible for protecting their respective systems interests in relation to electronic communications and neither the Client nor the Consultant (in each case including respective directors, partners, employees, sub-contractors or agents) will have any liability to the other party on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from the interception, corruption, loss, destruction, late or incomplete arrival of information communicated electronically or from information communicated electronically being otherwise adversely affected or unsafe to use. The information provided by the client shall be exclusively used for the tasks assigned to the consultant and the same shall not be shared with other persons without the prior permission of the client.

7. Implementing Arrangements

Container Corporation of India Limited shall appoint one of its senior level personnel who shall be the project coordinator for the Services. The said senior level personnel shall be the single point of contact for the consultant

for all operational matters relating to the performance of the Services, including matters relating to provision of CONCOR’s materials and the following:

- a) Approving on behalf of CONCOR any data collection template or questionnaire developed by the consultant.
- b) Participating at various meetings that the consultant may from time to time request;

8. Language of Contract

All correspondence between the consultant and CONCOR will be in the English Language.

9. Completion Period

The consultant will be responsible for preparation and submission of reports within a Period of 20 weeks from the date of commencement (T).

The consultants shall share the reports for the study as per the following timelines (Key Deliverables) :

S.No.	Milestone	Schedule
1	Inception Report and presentation thereon	T + 2 weeks
2	Mid Term review of study report	T+ 10 weeks
3	Draft Report and presentation thereon	T+ 16 weeks
4	Final Report and presentation	T+ 20 weeks
5	Consultant firm shall be expected to do Project Handholding and presentations before stakeholders till period of 06 months from the date of acceptance of final report of Consultant).	

10. Deliverables

- a) The Consultants shall submit Project report and make presentations before officials of CONCOR as mentioned in the above table.
- b) Further, the Consultant may be required to give structured presentations to various Ministries/any other stakeholder as per insutructions of CONCOR and for such presentations to external stakeholders of CONCOR, separate remuneration shall be paid as per Notification of Award (NoA) issued by CONCOR. Such presentations shall be given by the Team Leader.
- c) The Consultants shall submit 5 hard copies (COLOURED) and also in soft copy in PDF as well as in Word Format of all reports.

11. Payment Schedule and Mode of Billings

- a) CONCOR shall pay to the Consultant the approved Consultation Fees. The Consultant shall submit Invoice based on Key Deliverables (KDs) as specified in Clause 9 & 10 of TOR to CONCOR office.
- b) The payment will be made as per submission of Key Deliverables (KDs) as specified in Clause 9 & 10 of TOR.
- c) In the event of termination of contract or removal of contractor, no further payment shall be made to the Consultant,
- d) The payments to the Consultant will be made as per the schedule of payments mentioned herein under as specified Clause 11 (p) of TOR.

- e) Payments to be made by the CONCOR hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.
- f) The Consultant shall submit to the CONCOR, in a format acceptable to the CONCOR a report stating progress made during the month duly comparing the same with the previous period of reporting.
- g) **Advance Payment:** No advance payment will be paid to the Consultant.
- h) As soon as practicable and not later than fifteen (15) days after the end of each time-period for delivery of Key Deliverables (KDs) as described in in Clause 9 of TOR during the period of the Services, the Consultant shall submit to the CONCOR, in duplicate, itemized statements, accompanied by receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable to the Consultant for KDs. Each such separate statement shall distinguish that portion of the total eligible costs which pertains to Consultancy Fees .
- i) Payments shall be made to the consultant as per the Mile stone – linked schedule given in this RFP.
- j) The payment shall be made to consultant on successful completion of each milestone as determined by CONCOR. Subject to Clause 11 (a), (f), (g), (h) and (i) TOR, the CONCOR shall pay to the Consultants the amounts claimed pursuant to this Article VI within twenty one (21) calendar days after receipt of satisfactory statements and supporting documents..
- k) All payments by the CONCOR shall be made to the account(s) specified in Clause 6 of the Agreement. If any item or part of an item in an invoice submitted by the Consultant is contested by the CONCOR then CONCOR shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice.
- l) Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- m) The Consultant shall give the following details of their bankers for payments in accordance with Clause 6 of the Contract Agreement and Clause 11 (l) of TOR.
 - (vii) Name of the Bank
 - (viii) Address of the Bank
 - (ix) Title of Bank Account
 - (x) Bank Account Number
 - (xi) Bank’s IFSC No
 - (xii) Bank’s telephone number
 - (xiii) Cancelled Cheque of Consultant
- n) Payments shall be made in accordance with Clause 11 (l) of TOR. No interest is admissible on outstanding amounts by the CONCOR.
- o) The Consultants shall be paid on successful completion of the specified milestones of each of the Study Reports. The payment schedule is presented below.

S. No.	Milestone	Payment
1	Inception Report and presentation thereon	10% of the Contract Value
2	Mid Term Review of the Study Report	10% of the Contract Value
3	Submission of Draft Report and presentation thereon	20% of the Contract Value

4	Submission of Final Report and presentation thereon	30% of the Contract Value
5	Acceptance of Report on Project.	20% of the Contract Value
6	Submission of Five (05) hard copies (COLOURED) and also in soft copy in PDF and Word Format of all reports	5% of the Contract Value
7	After completion of presentations to external stakeholders of CONCOR such as Ministry of Indian Railways/Other Ministries, Govt. of India/other external stakeholders as per instructions of CONCOR (till period of 06 months from the date of acceptance of final report of Consultant). The balance payment of 5% of contract value shall be made after the completion of 6 months from the date of acceptance of final report as per Sr. No. 5 above	5% of the Contract Value

Note:

CONCOR will communicate acceptance of reports in a period of two weeks from the date of submission. In case of any delay in this approval, extension to consultant will be given on account of CONCOR, but no additional payment will be payable for the same. For the purpose of payment as per above table, the term contract value shall include only the approved consultancy fees and will exclude fees of each structured power point presentation to be made to external stake holders as mentioned in this RFP.

12. Other Clauses:**a) Confidentiality**

The Client and the Consultant agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this Agreement shall be kept confidential, unless disclosure made in connection with or for or the approval/execution of this Project as mentioned above or it is expressly required under applicable laws, court orders or any order from a regulatory, statutory or governmental authority.

Notwithstanding anything contained in this Agreement, after completion of the Project, the Consultant shall have the right to place advertisements or make announcements, at its own expense, describing its appointment and/or the services rendered pursuant to this Agreement and would also be entitled to use the Client's name and logo in this respect and disclose details of the Assignment to the agencies of national/international repute for the purposes of league tables, rankings, etc.

b) Indemnification

The consultant shall keep the client , both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims,

including, but not limited to legal fees and expenses, suffered by the Owner or any third party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant its employees, associates, sub-contractor or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

c) **Limitation of Liability**

Notwithstanding anything stated in this Contract Agreement and RFP, the Consultant 's maximum aggregate liability (including any third party liability) hereunder shall be limited to the extent of fees actually received by the Consultant from the Client. The foregoing liability shall arise only if it is finally determined by a Court of competent jurisdiction to have resulted solely and directly from gross negligence, fraud or wilful default on part of the Consultant. In no event shall the Consultant be liable under this clause for consequential, special, incidental or punitive loss, damages or expenses (including without limitation, loss of profits, opportunity costs etc.) even if the Consultant has been advised of their possible existence.

d) **Governing Law and Jurisdiction**

The Contract Agreement / RFP shall be governed by and construed in accordance with the laws of India and the courts of New Delhi, India shall have exclusive jurisdiction in all matters arising out of the Contract Agreement / RFP.

e) **Notices**

Any written notice or other written communication to be given under this Contract Agreement shall be sent by facsimile (with confirmation) or by registered or certified mail, or by courier, addressed to each party at its address as stated in this Contract Agreement or to such other address as a party may specify in writing. Except as otherwise expressly provided herein, any such notice shall be effective upon receipt:

Container Corporation of India Limited (CONCOR)

CONCOR Bhawan, C-3, Mathura Road,
Opp. Apollo Hospital, New Delhi-110076.
Phone Number : 011-41673093, 49512150/6
Email: vineetmathur@concorindia.com

Kind Attention: Name and Designation

Name of the Consultant

Kind Attention: Name and Designation

Each of the parties hereto shall give notice to the other of the change of any address or telephone, telex or similar number at the earliest possible opportunity

APPENDIX B

PERSONNEL-SUMMARY OF INFORMATION ON PROPOSED KEY EXPERTS

(As given by the Consultant in his Technical Proposal shall form part of this Appendix)

APPENDIX C

1. **Total accepted Cost of the Project.....**

2. **Payment Schedule and Mode of Billings**
 - a) CONCOR shall pay to the Consultant the approved Consultation Fees. The Consultant shall submit Invoice based on Key Deliverables (KDs) as specified in Clause 9 & 10 of TOR to CONCOR office.
 - b) The payment will be made as per submission of Key Deliverables (KDs) as specified in Clause 9 & 10 of TOR.
 - c) In the event of termination of contract or removal of contractor, no further payment shall be made to the Consultant,
 - d) The payments to the Consultant will be made as per the schedule of payments mentioned herein under as specified Clause 11 (p) of TOR.
 - e) Payments to be made by the CONCOR hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.
 - f) The Consultant shall submit to the CONCOR, in a format acceptable to the CONCOR a report stating progress made during the month duly comparing the same with the previous period of reporting.
 - g) **Advance Payment:** No advance payment will be paid to the Consultant.
 - h) As soon as practicable and not later than fifteen (15) days after the end of each time-period for delivery of Key Deliverables (KDs) as described in in Clause 9 of TOR during the period of the Services, the Consultant shall submit to the CONCOR, in duplicate, itemized statements, accompanied by receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable to the Consultant for KDs. Each such separate statement shall distinguish that portion of the total eligible costs which pertains to Consultancy Fees .
 - i) Payments shall be made to the consultant as per the Mile stone – linked schedule given in this RFP.
 - j) The payment shall be made to consultant on successful completion of each milestone as determined by CONCOR. Subject to Clause 11 (a), (f), (g), (h) and (i) TOR, the CONCOR shall pay to the Consultants the amounts claimed pursuant to this Article VI within twenty one (21) calendar days after receipt of satisfactory statements and supporting documents..
 - k) All payments by the CONCOR shall be made to the account(s) specified in Clause 6 of the Agreement. If any item or part of an item in an invoice submitted by the Consultant is contested by the CONCOR then CONCOR shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice.
 - l) Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
 - m) The Consultant shall give the following details of their bankers for payments in accordance with Clause 6 of the Contract Agreement and Clause 11 (l) of TOR.
 - (i) Name of the Bank
 - (ii) Address of the Bank

- (iii) Title of Bank Account
 - (iv) Bank Account Number
 - (v) Bank's IFSC No
 - (vi) Bank's telephone number
 - (vii) Cancelled Cheque of Consultant
- n) Payments shall be made in accordance with Clause 11 (l) of TOR. No interest is admissible on outstanding amounts by the CONCOR.
- o) The Consultants shall be paid on successful completion of the specified milestones of each of the Study Reports. The payment schedule is presented below.

S. No.	Milestone	Payment
1	Inception Report and presentation thereon	10% of the Contract Value
2	Mid Term Review of the Study Report	10% of the Contract Value
3	Submission of Draft Report and presentation thereon	20% of the Contract Value
4	Submission of Final Report and presentation thereon	30% of the Contract Value
5	Acceptance of Report on Project.	20% of the Contract Value
6	Submission of Five (05) hard copies (COLOURED) and also in soft copy in PDF and Word Format of all reports	5% of the Contract Value
7	After completion of presentations to external stakeholders of CONCOR such as Ministry of Indian Railways/Other Ministries, Govt. of India/other external stakeholders as per instructions of CONCOR (till period of 06 months from the date of acceptance of final report of Consultant). The balance payment of 5% of contract value shall be made after the completion of 6 months from the date of acceptance of final report as per Sr. No. 5 above	5% of the Contract Value

Note:

CONCOR will communicate acceptance of reports in a period of two weeks from the date of submission. In case of any delay in this approval, extension to consultant will be given on account of CONCOR, but no additional payment will be payable for the same. For the purpose of payment as per above table, the term contract value shall include only the approved consultancy fees and will exclude fees of each structured power point presentation to be made to external stake holders as mentioned in this RFP.