



CORRIGENDUM-4

Date:03-02-2025

Reference :

1. Name of Work: Open E-Tender for Selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA), Mumbai Maharashtra.
2. Open E-Tender No.: PCCORP---DL-MISI(MISC)/8/2024-CO Date: 31-12-2024
3. Corrigendum-1 dated 20-01-2025
4. Corrigendum -2 dated 23-01-2025
5. Corrigendum -3 dated 30-01-2025

With reference to the above-referred Open E-tender, the clarifications/amendments are as follows:-

Sr. No.	Clarification sought	Clarification
1.	(Refer Annexure 1: NTKM Sheet) A cement company can change the ratio of cement being brought from multiple plants in future as per commercial viability – Please clarify	Since the Bid is evaluated on the basis of the Highest NTKMs on the basis of Volumes quoted for the Five-year Block Period and the distance from the DRTA of each cement plant proposed by the Bidder. And hence these quoted combinations cannot be changed
2.	(Refer Pg No 3 Point No 7) Evaluation of the Bid is based on the volumes committed for the 2nd year onwards till the 6th year as mentioned in the Annexure-I (i.e. 5 years block), on the basis of the Highest total NTKM (Net Tonnage Kilometer) in these five (05) years:Whether, the cumulative NTKM during these five yrs block will be considered – Please confirm	The cumulative total NTKM of 1st five-year block will be considered for Evaluation of the Bid
3.	(Refer Pg No 6 Point No 8.h) A Chartered Accountant's Certificate regarding the installed capacity of cement plants from where the loading of cement is loaded to DRTA.: a. Please provide the Draft for this CA Certificate, if any. b. Can the Certificate for Installed capacity as on Dec 2024 be given? Otherwise, please specify the as on which day for installed capacities.	CA may certify the installed capacity of cement company as on the tender published date and no specific format of the same is available.

4	(Refer Pg No 7, Point No 3.a) Bidder shall be required to deposit EMD of Rs 10 Lakh through e-payment only. Please provide Bank and Account Details (Cancelled Cheque) to process this payment	The payment option has been already available on Tender Wizard.
5.	If the company acquires any plant in future and desires to bring Cement from the newly acquired plant due to commercial viability, please clarify if this is possible.	Award of tender is based on the Annexure 1 and other conditions given in the tender and any deviation in the volumes quoted will amount to unsatisfactory performance and penal conditions will be applicable.
6.	Need Pan Card and GST Registration Certificate of CCIL for registration of Vendor for EMD Payment.	This is not relevant at this stage of tender
7.	In our calculation, what freight to consider from VCSG (Kesoram -Sedam Unit) to DRTA and from MICT (India Cement Ltd – Tandur) to DRTA – Please clarify	As per Clause 2 (iv) of Chapter-2, The Chassis to Chassis rail freight shall be calculated as per the mutually agreed tariff. However, a detailed Joint Procedure Order (JPO) will be prepared and tariffs will be incorporated into the same before the commissioning of the facility duly taking commercial standards of CONCOR exiting rail transport.
8	What will be the freight for an aforesaid destination for CONCOR rakes when the contract is for a long duration?	The Question is not clear
9.	Whether TC/TAC will be applicable when material is brought to DRTA	TAC is not applicable. We are not clear what you mean by TC
10.	For privately purchased containers, the base rake will be provided by CCI, and how the freights will be worked out in such cases-Please Clarify	As per Clause 2 (iv) of Chapter-2, The Chassis to Chassis rail freight shall be calculated as per the mutually agreed tariff. However, a detailed Joint Procedure Order (JPO) will be prepared and tariffs will be incorporated into the same before the commissioning of the facility duly taking commercial standards of CONCOR exiting rail transport.
11.	If we need Container rakes on rent, what will be the freight?	The same is not under the purview of this tender.
12.	Is there any dead rent?	In reference to above point, the same is not under the purview of this tender.
13.	Is there any Minimum Guarantee Clause? We suggest to be 75% of commitment	Processed as per Tender Conditions
14.	What Happens to the contract if CONCOR is sold out to any 3 rd Party in future? This is important as there will be large investments associated with this	This is a speculative in nature can't be addressed in this tendering process.
15.	With reference to Annexure 2: NTKM and probable sources of supply to DRTA we would like to seek a clarification that in case	Processed as per Tender Conditions

	of growth in demand or breakdown in the declared source of supply or for any force majeure reason, will we be permitted to bring material from other plants of the company?	
16.	In order to minimise cost of operation, the source mix can also be changed as declared in the bid document. Kindly Confirm that will be permitted	
17.	If company acquires any unit or starts greenfield plant which is logistically viable whether that plant will permitted to be added as a source ?	
18.	Chapter 2 Tender Conditions para no 6 (vii) Quoting of Volume which indicates that "the bagged cement should not exceed more than 40% of the committed volumes & NTKMs as per Annexure-1" Presently, the Railway Board does not allow clubbing of Bulk ISO Tank Containers and bogged cement cargo in one rake at Haulage rate per TEU (FAK rate), in that case the existing facility of loading 50 regular TEU's at Haulage rate per TEU for bagged cement should be allowed and reckoned for calculating the committed volumes & NTKMs as per Annexure-1	Processed as per Tender Conditions
19.	Chapter 2 Tender Condition Para no.6 (iv) Quoting of volume states that "from the 7th year onwards till the end of the contract, the bidder has to give not less than the monthly average achieved during the 6th year." Please clarify if there is any penalty per TEU for shortfall in volume from 3 year onwards till end of the contract.	Processed as per Tender Conditions
20.	Solapur-DRTA section is a high congestion area and normally the transit time is 6-7 days which will impact the committed volumes & NTKMS The committed volume should be subject to no transit delays and timely rake allotment.	Processed as per Tender Conditions
21.	Chapter 3 Scope of work para no.3 (v) Role and Responsibility of Cement Manufacturer states that "any shortfall from the offered minimum guaranteed volume per month, calculated on a yearly average basis, the cement manufacturer shall be liable to pay CONCOR per TEU amount for the balance volume from the second year of operation.	Processed as per Tender Conditions

The amount will be mutually agreed in the Joint Procedure Order (JPO)

Please advise the per TEU amount payable for the shortfall volume from the second year of operation

This is for information of all the bidders that amendments are being made in the above referred tender document.

The bidders are advised to consider the amendments before submitting their bids against this tender. If any bidder has already submitted his/her bid, then he/she should resubmit his/her bid taking into account amendments. The revised Tender document is uploaded on the website as Annexure -1 for convenience and clarity.

Note:

1. The above clarification/modification/amendment shall be deemed to have effect, wherever applicable, in the Tender document.
2. This Corrigendum shall also form part of the Tender Document and all bidders are required to sign and submit the same.

Area Head -II

ANNEXURE-1



Open E-Tender for Selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA), Mumbai Maharashtra.

Container Corporation of India Ltd.

भारतीय कंटेनर निगम लिमिटेड

CONCOR Bhawan, C-3, Mathura Road,
Opp. Apollo Hospital, New Delhi-110076.
Ph No: 011-41673093, 49512150/60

Open E-Tender No.: PCCORP---DL-MISI(MISC)/8/2024-CO Date: 31/12/2024

Area-II, NSIC New MDBP Building,
Okhla Industrial Estate, 3rd Floor,
(Opp. NSIC Okhla Metro Station),
New Delhi-110020.

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OPEN E-TENDER NOTICE

1. CONCOR is contemplating to move the Bulk Cement by Rail through Tank Containers of Cement Manufacturer/CONCOR owned, from their cement plant(s) to the CONCOR Dronagiri Rail Terminal (DRTA).
2. CONCOR will lease out to the Cement Manufacturer(s), approximately 2 acres of land at CONCOR Dronagiri Rail Terminal (DRTA) for setting up of Bulk Cement unloading and storage facility for the long-term lease of 35 years for each Cement Manufacturers.
3. For the above purpose, online open E-Tender is invited through single bid.
4. The bid document can be downloaded from the website: www.tenderwizard.com/CCIL during the tender issue period.

Open E-Tender No.	PCCORP---DL-MISI(MISC)/8/2024-CO
Name of the Work	Open E-Tender for selection of cement manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA).
Period of Contract	35 years (Thirty -Five years)
Tender Processing Fee	Rs 2,360/- Inclusive of all taxes and duties through e-payment.
Tender Issue period (Online)	From. 31/12/2024 Hrs 15:00 Hrs to 29/01/2025 (up to 16:00 Hrs)
Date & Time of submission	On 30/01/2025 up to 16:00 hrs.
Date & Time of opening	On 31/01/2025 at 15:30 Hrs.

5. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.
6. The bidder also has to specify number of plants from which cement will be loaded to DRTA along with the Railway code of the cement plant in Annexure-1.
7. Evaluation of the Bid is based on the volumes committed for the 2nd year onwards till the 6th year as mentioned in the Annexure-I (i.e. 5 years block), on the basis of the Highest total NTKM (Net Tonnage Kilometer) in these five (05) years.
8. From the 7th year onwards till the end of the contract, the bidder has to give not less than the monthly average achieved during the 6th year.
9. NTKM's will be calculated based on the volumes mentioned as per point no.7, multiplied by the distance of the cement plant to DRTA.
10. In case of any exigency, the bidder is permitted to move bagged cement in CONCOR DSO/ Party Owned containers from the above plants, as mentioned in the point no. 6.
11. The bagged cement volume should not exceed more than 40% of the committed volumes as per Annexure-I. This volume will be considered as a part of the committed volume.
12. The minimum volume in each year should be higher than the preceding year during the first six years of the commissioning of the facility.
13. CONCOR reserve the right to select the One (01) or Two (02) Cement Manufacture(s) on the basis of the quoted cumulative highest total NTKMs for the 2nd year to 6th year as per Annexure-1. If CONCOR wish to select H2 bidder then the NTKMs quoted by the H2 bidder should not be less than 75% of the NTKMs quoted by H1 Bidder. If the H2 bidder quoted NTKMs are less than 75% of the H1 bidder, then the H2 bidder will be selected, only when if they agrees to match at least the 75% of the NTKMs quoted by H1 Bidder. If the H2 bidder is not agreeing to match the above conditions then the offer will be given to H3 bidder. If the H3 also not agreeing for the above conditions then the offer will be given to next highest bidder and so on so forth till any bidder agrees to match the above conditions. The Second Cement manufacturers will be chosen on the above criteria.

- Bid must be submitted through e-tendering mode only through the website: www.tenderwizard.com/CCIL. No other mode is acceptable.
14. Prospective Bidders should also visit CONCOR websites for addendum/corrigendum, if any, till the time of opening of the bid. www.concorindia.co.in and www.tenderwizard.com/CCIL
 15. Newspaper press advertisement shall not be issued for the addendum/corrigendum.
 16. CONCOR shall not be responsible for any printing errors in the downloaded tender document.
 17. Any clarification on bid documents can be sought in writing and should reach this office four days before the submission date of tender.
 18. The intending bidder should submit the tender processing fee of Rs 2,360/- through e-payment (It is Inclusive of all taxes and duties).
 19. To participate in this e-Tender, it is mandatory for the interested parties to have user ID & password, issued by M/s CEL.
 20. For any difficulty in downloading & submission of tender document at website: www.tenderwizard.com/CCIL, please contact the helpdesk no.080-45811365 or email: saurabh.k@etenderwizard.com.
 21. 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.
 22. All the bids received shall be opened on the date and time mentioned in the Tender Notice.

Area-II (Head)
Container Corporation of India Ltd.
(A Govt. of India Undertaking)
Visit us at www.concorindia.co.in
Email: svj@concorindia.com
Email: mmathur@concorindia.com

Tender Letter for Submission of E-Tender
(To be submitted on the letter head of the Cement Manufacturer)

From

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

To

The Area-II (Head)

Container Corporation of India Ltd
NSIC New MDBP Building,
Okhla Industrial Estate, 3rd Floor,
(Opp. NSIC Okhla Metro Station),
New Delhi-110020.

Dear Sir,

Subject: Open E-Tender for selection of cement manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA).

Ref: Open E-Tender Notice No. PCCORP---DL-MISI(MISC)/8/2024-CO Date 31/12/2024

In response to your E-Tender Notice no. PCCORP---DL-MISI(MISC)/8/2024-CO Date 31/12/2024 for Open E-Tender for selection of cement manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA).

I/we are hereby submitting our bid and, I/we agree that this bid offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the Tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions, which shall be deemed to form an integral part of this offer.

I/we signed, scanned and uploaded the bid on e -tendering website as token of my/our acceptance thereof.

I/we hereby further agree to notify CONCOR immediately any changes in the constitution of our Company, before or after acceptance of our Tender.

I/We hereby declare that this Tender on acceptance shall constitute a valid and binding contract between us.

Date:

Yours faithfully,
(Signature and seal of the party)

Encl:

CHAPTER – 1

INSTRUCTIONS TO THE BIDDER

The Container Corporation of India Ltd. (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) across the country.

It invites E- tender from Cement Manufactures for Open E-Tender for selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA).

Tenderers must read following instructions before submitting the bid.

1. The offer should be submitted through e-tendering mode in the website: www.tenderwizard.com/CCIL containing single e-bid.
2. All the bids received shall be opened on the date and time mentioned in the tender notice.
3. The intending bidders are requested to upload their doubts, queries, clarifications etc. four days before the bid submission date.
4. If the date of opening of E-Tender is declared a holiday, the Tender would be opened on the next working day at the same place and time.
5. The Tender should be downloaded and duly filled up and upload on the website and signed with Digital Signature.
6. The bidder shall not change any condition of the tender while submitting. If at any stage, change / modification is noticed in the tender document submitted, tenderer shall abide by the original terms and conditions of the tender, failing which, CONCOR reserves the right to reject the tender and / or terminate the contract.
7. The prospective bidder or their representative should visit DRTA terminal and familiarizes themselves about the terminal for smooth functioning of their future facility.
8. All requisite documents should be duly signed by the authorized person and must be uploaded on or before 16:00 Hrs of 21/01/2025 on the website www.tenderwizard.com/CCIL.

Documents to be uploaded as below: -

- a) Signed and stamped copy of the Tender Document on each page along with Undertaking cum Indemnity Bond as per Annexure -5.
 - b) Bid as per Annexure-1
 - c) Integrity Pact as per Annexure-2.
 - d) Power of Attorney as per Annexure 3.
 - e) Incorporation Certificate of the Cement Manufacture.
 - f) GSTIN certificate of the Cement Manufacture
 - g) Earnest Money Deposit (EMD)
 - h) A Chartered Accountant's Certificate regarding the installed capacity of cement plants from where the loading of cement is loaded to DRTA.
 - i) Proof of having minimum 200 owned ISO Tank Containers / Undertaking that he will place an order to procure the same within 90 days from the date of the LOA. However, the bidder is required to submit proof of ownership/ leasehold rights of 200 Tank containers before commissioning the facility.
 - j) Undertaking that he/she is not blacklisted as per tender conditions.
9. This document will be an integral part of the contract, to be entered into during the currency of tender. Therefore, prospective Parties are advised to go through the same before filling the Tender.

Area-II (Head)
Container Corporation of India Ltd.

CHAPTER-2 TENDER CONDITIONS

1 Eligibility Criteria

- a. A cement manufacturer(s) registered in India under the Indian Companies Act, 1956 or Companies Act, 2013.
- b. The cement manufacturer shall have a combined installed capacity of more than 5 million metric ton per annum of their cement plants as on the tender publishing date. A Chartered Accountant's Certificate regarding the same shall be submitted by the cement Manufacturer(s).
- c. The bidder should have minimum 200 (i.e. 90 Nos per rakes and 20 Nos Spares) ISO tank Containers to transport the Bulk Cement. If the bidder is not having Tank Containers at the time of bid submission, the bidder shall provide an undertaking that he will place an order to procure the same within 90 days from the date of the LOA. However, the bidder is required to submit proof of ownership/ leasehold rights of 200 Tank containers before commissioning the facility.

Note: Bids submitted by bidder on any member of their firm name under the same management shall be considered as one bid.

- 2 The cement Manufacturer(s) shall certify that there is no ongoing process of blacklisting and/or debarment and they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of submission of bid.

3 **Earnest Money Deposit (EMD)**

- a) Bidder shall be required to deposit EMD of ₹ 10 (Ten) Lakhs through e-payment only.
- b) A scanned copy of the e-payment should be uploaded to the website www.tenderwizard.com/CCIL.
- c) The document submitted without EMD will be summarily rejected.
- d) No interest will be payable by CONCOR on the Earnest Money Deposit
- e) The EMD may be forfeited:
 - i. If the Bidder withdraws his bid during the period of bid validity.
 - ii. In case of any suppression/misdeclaration/ submission of forged documents/ any misrepresentation about the bidder's credentials/ violating any of the tender terms & conditions.
 - iii. In case the successful bidder fails to furnish the security deposit and /or execute an agreement in time, besides other remedies as may be available to CONCOR
- f) The EMD of the unsuccessful bidders will be returned once the Letter of Award (LOA) is issued to the successful bidder.
- g) The EMD shall be returned to the successful Bidder after signing the agreement and submission of the Security Deposit.
- h) The Earnest Money deposited by the successful bidder will be adjusted towards the Security Deposit. In case the bidder chooses any other option, EMD will be refunded after receipt of the Security Deposit in full.

- 4 Tender submitted by the bidder shall be signed by the authorized person of the cement Manufacturer(s) (Bidder).

5 VALIDITY OF OFFER

- i. The tenderer is permitted to participate tender on the clear understanding that, after submission of the tender he will not withdraw from his offer or modify the Terms and Conditions thereof. The tenderer shall keep his offer valid for 120 days from the date of opening of the tender, unless extended further with mutual consent.
- ii. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, CONCOR shall determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled.
- iii. In the event of the above CONCOR shall also be entitled to debar the cement Manufacturer(s) for participation in future tenders of CONCOR for a period as deemed fit including forfeiture of EMD.

6 QUOTING OF VOLUME

- i. The bidder must quote the volume of cement in (Annexure 1) online in the Bid.
- ii. The bidder also has to specify the number of plants from which cement will be loaded to DRTA along with the Railway code of the cement plant in Annexure-1.
- iii. Evaluation of the Bid is based on the volumes committed for the 2nd year onwards till the 6th year as mentioned in the Annexure-I(i.e. 5 years block), on the basis of the Highest total NTKM (Net Tonnage Kilometer) in these five (05) years.
- iv. From the 7th year onwards till the end of the contract, the bidder has to give not less than the monthly average achieved during the 6th year.
- v. NTKM's will be calculated based on the volumes mentioned as per point no.6(iii), multiplied by the distance of the cement plant to DRTA.
- vi. In case of any exigency, the bidder is permitted to move bagged cement in CONCOR DSO/ Party Owned containers from the above plants, as mentioned in point no. 6(ii).
- vii. The bagged cement volume should not exceed more than 40% of the committed volumes as per Annexure-I. This volume will be considered as a part of the committed volume.
- viii. The minimum volume in each year should be higher than the preceding year during the first six years of the commissioning of the facility.
- ix. CONCOR reserve the right to select the One (01) or Two (02) Cement Manufacture(s) on the basis of the quoted cumulative highest total NTKMs for the 2nd year to 6th year as per Annexure-1.
- x. If CONCOR wish to select H2 bidder then the NTKMs quoted by the H2 bidder should not be less than 75% of the NTKMs quoted by H1 Bidder.
- xi. If the H2 bidder quoted NTKMs are less than 75% of the H1 bidder, then the H2 bidder will be selected, only when if they agrees to match at least the 75% of the NTKMs quoted by H1 Bidder.
- xii. If the H2 bidder is not agreeing to match the above conditions then the offer will be given to H3 bidder.
- xiii. If the H3 also not agreeing for the above conditions then the offer will be given to next highest bidder and so on so forth till any bidder agrees to match the above conditions.
- xiv. The Second Cement manufacturers will be chosen on the above criteria.

7 ACCEPTANCE OF TENDER

- i. The authority for acceptance/rejection of the tender will rest with the Competent Authority of Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the highest or any other tender.
- ii. Acceptance of tender will be communicated by E-mail/ Formal letter.
- iii. Non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all legal consequences.
- iv. The tender documents submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

- v. On acceptance of the tender, the name of authorized representative of the tenderer for execution of the contract shall be communicated to CONCOR within seven (07) working days. If any change in the representative the same should be intimated to CONCOR within seven (07) working days.
- vi. CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender.
- vii. CONCOR also reserves the right to:
 - a. By pass any bidder debarred by any Government / Semi Government body or PSU/or if any process of blacklisting or debarment is ongoing .
 - b. Seek clarifications from the bidders regarding any information and documents submitted.
 - c. Failure to submit the same may render the bid liable for rejection. However, the clarifications sought should not change the basic bid submitted by the bidder.
 - d. Reject the bid If the bidder deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently. ,
 - e. Any loss suffered by CONCOR on this account will be recovered from the bidder. This will be done without prejudice to CONCOR's right to seek any other remedy under law.

8 Execution of Contract Document:

- a. The authorized representative of the successful bidder shall appear at the office of the Area-II (Head) Container Corporation of India Ltd to sign the contract agreement within forty-five (45) days from the date of issue of communication (LOA).
- b. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender, entitling CONCOR to forfeit the EMD despite other legal remedies as may be available under law
- c. In such cases the CONCOR may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled.
- d. Area-II (Head) may extend the time for execution of the Agreement or starting the work by 30 days each, on the request of the Bidder, in the interest of CONCOR, if there are sufficient reasons for doing so.

9 Security Deposit:

- a. The successful tenderer will be required to furnish a security deposit of Rupees twenty-five (25) lakhs towards successful commissioning under this contract within thirty (30) days from the date of communication of award of contract. The duration of security deposit shall be thirty-six (36) years (35 years contract period + 12 months commission period) plus six (06) months (claim period) from the date of issue of Letter of Award (LOA).

However, in case the Security Deposit in the Bank Guarantee form and the Bank does not issue the Bank Guarantee for 35 years in a single span, then the Cement Manufacturer(s) will issue the Bank Guarantee as per the R.B.I. guidelines and the validity of the Bank Guarantee will be extended from time to time till the contract period plus six months.

- b. The security deposit may be submitted in the form of Bank Guarantee of any Nationalised / Scheduled Bank or Demand Draft/Bankers Cheque / Pay Orders.
- c. The proforma for bank guarantee shall be made available to the successful bidder.
- d. No interest shall be allowed or paid on the security deposit.
- e. Area-II (Head) may extend the time for submission of Security Deposit by 30 days, on the request of the cement Manufacturer(s), or in the interest of CONCOR, if there are sufficient reasons for doing so.
- f. If the cement Manufacturer(s) fails to submit the requisite security deposit even after the extended period i.e. within 60 days from the date of issue of the work order (LOI), the contract is liable to be terminated and the EMD shall be forfeited.

- g. Towards the successful operation of the contract including providing minimum guaranteed volumes, CONCOR shall have a lien on all the immovable and movable assets created/installed on the leased land.
 - h. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the cement Manufacturer(s) to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit and the assets under lien with CONCOR and their usage.
- 10 Refund of Security Deposit
- The security deposit shall, subject to any deductions that may be made there from, be returned to the cement Manufacturer(s) after termination or discharge of the contract and on issuance of "No Dues Certificate" by the CONCOR nominated Terminal Manager /any authorized representative of CONCOR.
- 11 Period of Contract:
- a. The contract period shall be for thirty-five (35) years.
 - b. The Cement Manufacturer(s) shall construct & commission the facility within 12 months from date of Letter of Award (LOA) or nine months from the date of getting required statutory clearances for construction whichever is earlier.
 - c. The Contract period shall be reckoned from the date of commissioning of the facility.
 - d. CONCOR shall provide all the necessary details to the cement Manufacturer(s) which are required for taking statutory clearances from Local Municipality, Town Planning, Pollution Control Board, Dept. of Factories etc. However, obtaining the safety clearances/approval/permission/license etc. from any Govt/statutory/local bodies shall be the responsibilities of the cement Manufacturer(s).
 - e. After the completion of the contract period, the cement Manufacturer(s) shall remove all structures, sheds, plants, machineries and equipments constructed or lying on the land within a period of 12 months after the expiry of the contract and restore everything as originally handover. However, cement manufacture shall pay the Land License Fee for such period or part thereof.
 - f. If the cement Manufacturer(s) fails to remove the same, after the expiry of the notice period as mentioned above i.e. 12 months after the expiry of the contract, CONCOR shall be entitled to deal with the land together with all structures, sheds, plants, machineries and equipment in such manner as deemed fit and proper as a full owner thereof without any financial liability.
 - g. The successful bidder should commission the facility as mentioned in the clause 11 (b). Failing which CONCOR will terminate the tender and forfeit the Security Deposit and also claim the compensation for the loss of business. Towards such compensation for the loss of business, the bidder has to give indemnity bond of Rs 25 Cr (Rupees Twenty Five Crores) as per Annexure-5.

CHAPTER-3

SCOPE OF WORK

1. OBJECTIVE

CONCOR is contemplating to move the Bulk Cement by Rail through Tank Containers of Cement Manufacturer(s)/CONCOR from their cement plant to CONCOR Dronagiri Rail Terminal (DRTA) and back.

CONCOR will lease out to the Cement Manufacturer(s), approximate 2 Acres of land at CONCOR Dronagiri Rail Terminal (DRTA) for setting up of Bulk Cement unloading and storage facilities for a long-term lease of 35 years each Cement Manufacturer(s).

2. ROLE AND RESPONSIBILITY OF CONCOR

- i. CONCOR shall allot the required land area for developing the unloading infrastructure for each cement Manufacturer(s) at mutually agreed site near to rail siding in CONCOR Dronagiri Rail Terminal (DRTA).
- ii. CONCOR will undertake the transportation of Bulk Cement in tank containers by rail from the cement manufacturing plant to CONCOR Dronagiri Rail Terminal (DRTA). The empty tank containers shall be repositioned by CONCOR to the cement manufacturing plant from CONCOR Dronagiri Rail Terminal (DRTA).
- iii. The rail freight charges shall be collected from the cement company as per the weights arrived from the railway-approved weighbridge.
- iv. The Chassis to Chassis rail freight shall be calculated as per the mutually agreed tariff. However, a detailed Joint Procedure Order (JPO) will be prepared and tariffs will be incorporated into the same before the commissioning of the facility.
- v. As the charging is done on composite one-way loaded and one-way empty, the cement Manufacturer(s) has to load full complement of 90/80 containers as per the capacity of the given rake.
- vi. If any underframe is run, the freight for the same shall be recovered from the cement Manufacturer(s) as per the mutually agreed tariff. However, a detailed Joint Procedure Order (JPO) will be prepared and tariffs will be incorporated into the same before the commissioning of the facility.
- vii. The rate shall be given on the basis of the weight slab permitted for two TEU on wagon.
- viii. If the actual weight goes beyond the permissible slab, it shall be charged as per the next slab as per IR rules.
- ix. The rail freight shall be increased/decreased on the actual increase/decrease by the Indian Railway during the currency of the agreement.
- x. 2.5% escalation on the chassis-to-chassis rail freight plus handling charges shall be due every five (5) years towards CONCOR cost.
- xi. The rail freight charges shall be paid by the cement Manufacturer(s) within 48hrs from the preparation of Inland Way Bill at the terminal (IWB). Failing which cement Manufacturer(s) shall pay late payment surcharge as per CONCOR policies. Once tariffs are decided as per JPO, CONCOR shall invoice through CONCOR dedicated software i.e. called DTMS as per the prevailing practices.

- xii. CONCOR shall offer credit facility of 30 days to the cement Manufacturer(s) provided they submit a bank guarantee equivalent to rail freight of intended volume per month.
- xiii. At CONCOR Dronagiri Rail Terminal (DRTA), CONCOR will make following handling arrangements as per the prevailing CONCOR tariff:
 - (a) Unloading of loaded tank containers from rail wagon to road trailer & stack the same at a nominated place in the terminal.
 - (b) Loading of empty tank containers on rail wagon for return movement to Cement Plant.
- xiv. However, the activities mentioned in the point no. xiii, may be allowed to be carried out by the Cement Manufacturer(s) himself by deploying their equipment, in case of difficulties experienced with the CONCOR handling services at DRTA. For this purpose, the cement Manufacturer(s) has to give a representation to Director (Domestic) explaining the reasons for deploying their equipment to replace the CONCOR handling services at DRTA. The decision of CONCOR management is final and binding to Cement Manufacturer(s). In such case, the CONCOR public tariff will not be applicable.

3. ROLE AND RESPONSIBILITY OF CEMENT MANUFACTURER(S)

- i. The cement Manufacturer(s) will set up and develop the infrastructure on the allotted land as per the requirement at their own cost.
- ii. The cement Manufacturer(s) shall deploy adequate number of tank containers for loading bulk cement for the movement of committed monthly volume.
- iii. The first year of operation shall be treated as the stabilization period in calculating the volumes.
- iv. The minimum volume in each year should be higher than the preceding year during the first six years of the commissioning of the facility.
- v. Any shortfall from the offered minimum guaranteed volume per month, calculated on a yearly average basis, the cement Manufacturer(s) shall be liable to pay CONCOR per TEU amount for the balance volume from the second year of operation. The amount will be mutually agreed in the Joint Procedure Order (JPO).
- vi. In addition to the committed bulk cement volume per month or year, if the party wants to offer bagged cement for the same Origin-Destination, same may be permitted in the rake carrying the bulk cement. Tariff shall be separately charged as per mutually agreed terms.
- vii. The cement Manufacturer(s) shall complete the cement loading at his siding within 24 hrs of placement of the rake. Failing which a detention charges of Rs 1,00,000/-will be levied per day or part of the day. Plant maintenance, breakdown of the plant or electrical breakdown or any other unforeseen situation such detention charges shall be waived off by CONCOR.
- viii. In case CONCOR rake remains stabled outside the cement Manufacturer(s)'s siding for want of room then detention charges of Rs 1,00,000 per day or part of the day shall be levied. No such detention charges shall be levied if the cement plant completes the loading inside the siding within 24 hrs of placement including the stabling time.
- ix. However, detention charges levied by IR on inward container rakes for want of room at the cement siding, such detention charges shall be recovered from the cement Manufacturer(s).
- x. At CONCOR Dronagiri Rail Terminal (DRTA)the cement Manufacturer(s) has to load back the empty containers within 45 days from the inward unloading from the rake.
- xi. Cement Manufacturer(s) will be responsible for correct declaration of weight of containers as well as wagons to Indian Railways and specifically absolve CONCOR of any responsibility/liability arising out of mis-declarations/excess weight, if any detected either by CONCOR on its own or by Indian Railways enroute.

- xii. In case any penalty is imposed by Indian Railways on account of cement Manufacturer(s) overloading the consignment and railway weighbridge detects the same, it shall be borne by cement Manufacturer(s).
- xiii. Detention of CONCOR rake enroute on account of load adjustment due to overloading detection by IR, the detention charges shall be borne by cement Manufacturer(s) as levied by IR.
- xiv. In case the cement Manufacturer(s) makes a request to CONCOR to stable the rake, the stabling charges, if any, charged by Indian Railways, shall be on the account of the cement Manufacturer(s).
- xv. For payment of rail freight and handling charges, the cement Manufacturer(s) shall open a Pre-Deposit Account and funds shall be transferred by cement Manufacturer(s).
- xvi. If sufficient funds are not available in Pre-Deposit Account for payment of CONCOR's dues, then CONCOR shall levy 'Late Payment Surcharge' as per the CONCOR policy.
- xvii. All necessary permission for allowing access to CONCOR rakes and handling of container at cement Manufacturer(s)'s loading plant will be the responsibility of cement Manufacturer(s). All associated charges shall be borne by cement Manufacturer(s).
- xviii. The tank containers after filling at loading place shall be sealed with strip seal / wire seal by cement Manufacturer(s). There shall be no responsibility of CONCOR for shortage / damage on / loss of cargo if the seal is found intact at destination. However, permissible claims, if any, will be settled as per the Indian Railways Act and the rules made there under CONCOR claim rules.
- xix. All containers booked under this Agreement for rail transportation shall be governed by Indian Railways and CONCOR tariff.
- xx. Canting/decanting shall be carried out by the cement company at cement manufacturing plant and CONCOR Dronagiri Rail Terminal (DRTA) at their own cost.
- xxi. The Land Use Charges shall be calculated on the basis of the area of land allotted to the cement Manufacturer(s).
- xxii. The cement Manufacturer(s) shall enter into a lease agreement with CONCOR in respect of the allotted land to it and all the charges including stamp duty and registration charges shall be borne by the cement Manufacturer(s).
- xxiii. The Land Use Charges shall be payable to CONCOR as per the Railway Board rules i.e., 6% of the industrial value of the land with 7% escalation every year.
- xxiv. The Land Use Charges shall be payable from the date of handing over the land to the cement Manufacturer(s) and shall be paid in advance every year along with applicable taxes/cess/surcharges levied by Central/State govt, Local Bodies, Municipal Authority or Gram Panchayat from time to time.
- xxv. The advance of Land Use Charges shall be paid within 30 days from the applicable date. If the cement Manufacturer(s) fails to pay within the stipulated time, CONCOR shall levy 'Late Payment Surcharge' @18% per annum.
- xxvi. The cement Manufacturer(s) shall make own arrangement for repairing of damaged containers at loading/unloading point. The detailed charges and area will be mutually agreed in the Joint Procedure Order (JPO).
- xxvii. Cement Manufacturer(s) shall undertake maintenance and repair activities i.e. normal wear and tear of allotted area at CONCOR Dronagiri Rail Terminal (DRTA).
- xxviii. Cement Manufacturer(s) shall not sublet, transfer, assign the contract or any part thereof without the previous written approval of CONCOR
- xxix. The cement Manufacturer(s) shall be liable for all statutory compliances for loading/unloading/transportation of cement.

- xxx. The use of the facilities will be subject to the condition of efficient, safe and environment friendly use of the premises & infrastructure inside the terminal.
- xxxii. Cement Manufacturer(s) has to take all such measures with regard to pollution and environmental safety and indemnify to CONCOR in the event of any incidents or cases arising out of environmental pollution due to handling of bulk cement at the terminal. The Cement Manufacturer(s) shall ensure all compliances/approvals/NOC with regard to environment as applicable.
- xxxiii. At the CONCOR Dronagiri Rail Terminal (DRTA), all the manpower like skilled/unskilled for day to day operation should be arranged by Cement Manufacturer(s) at their owned cost. Further, the bidder is required to address the issues related to Labour. There shall be no employer-employee relationship between CONCOR and personnels employed by the Cement Manufacturer(s) at any time. The Cement Manufacturer(s) shall be liable for all statutory obligations in this regard.
- xxxiiii. Due to unforeseen conditions which may affect the demand, then volume as envisaged in the tender are not fulfilled, then the cement Manufacturer(s) may ask CONCOR for mutually acceptable volumes for certain period of time, till the impact of adverse conditions are diminished.
- xxxv. Any such downward revision in the volume and the time period is subject to the decision of CONCOR.
- xxxvi. In the event of cement Manufacturer(s) not able to transport the envisaged volume as per Annexure-I, CONCOR may terminate the contract and can use the such facilities created by the cement Manufacturer(s) as deemed fit for its own commercial purpose. In this case, cement Manufacturer(s) shall not be entitled for any compensation.

CHAPTER-4

GENERAL TERMS & CONDITIONS

1. DEFINITION

- i. Tenderer/Bidder: A person, firm or company willingly participating in tender, is tenderer/ bidder.
- ii. Tender: Tender means the tender document submitted by the tenderer for consideration by the CONCOR.
- iii. Name of Tender: Selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA)
- iv. Container: Container shall mean tank container.
- v. CONCOR: CONCOR means 'Container Corporation of India Limited' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, and New Delhi.
- vi. Cement Manufacturer(s): means the party who has been awarded the contract.
- vii. The contract shall be governed and construed according to the laws of India.
- viii. Taxes: Goods and Services Tax (GST), Cess, and any other tax imposed by Government from time to time.

2. UNSATISFACTORY PERFORMANCE:

The unsatisfactory working will include the following:

- i. Failure to provide the minimum guaranteed volume for a continuous period of one year from the second year of operations.
- ii. Undertake any other activity in the allotted land which is not a part of the contract.
- iii. Failure to observe the statutory compliances.
- iv. Repeated instances of failure to comply SOP mutually agreed by CONCOR and Cement Manufacturer(s).
- v. Breach of terms and conditions of the contract.
- vi. Any condition as may be brought to the attention of the Cement Manufacturer(s) for rectification/improvement.

3. TERMINATION OF THE CONTRACT

- i. A written notice shall be given to the cement Manufacturer(s) for unsatisfactory performance as mentioned in the clause 2.
- ii. A period of sixty (60) days from the date of issuance of the notice shall be provided to rectify the unsatisfactory acts.
- iii. In the event of unsatisfactory performance not rectified even after notice as above, CONCOR shall be entitled to terminate this contract by giving one eighty (180) days' notice in writing to that effect. (Period may be reduced)
- iv. Cement Manufacturer(s) becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR shall terminate the contract forthwith and he shall have no right for damages or compensations on this account.
- v. In the event of termination, all structures, sheds, plants, machineries and equipments constructed or lying on the demised land shall vest in CONCOR free from all encumbrances and CONCOR shall be entitled to deal with the demised land together with all structures, sheds, plants, machineries and equipments in such manner as deemed fit and proper as a full owner thereof and use it for its business purpose freely.

4. DEBARRING OF BUSINESS DEALINGS

- i. In the event of premature termination of contract in terms of provisions of clause 3 above, CONCOR shall also be entitled to debar the cement Manufacturer(s) for participation in future tenders of CONCOR for a period as deemed fit..
- ii. Further, in case if it comes to the notice of CONCOR that the bidder has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases CONCOR at its sole discretion may terminate the contract and debar such bidder as deemed fit. In all such cases, the provisions of above clause 3 (Termination of contract) will become applicable.

5. DISCLAIMER

CONCOR may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. CONCOR reserves the right to cancel the tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

6. JURISDICTION

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this tender. All disputes arising out of this tender shall be decided in accordance with the laws of India.

7. INDEMNITY

The cement Manufacturer(s) shall always keep CONCOR indemnified against any damages/ losses/ claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this tender.

8. FORCE MAJEURE

- a) If at any time, during the continuance of this tender, the performance in whole or in part by either party of any obligation under this tender shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 48 hours from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the CONCOR as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this tender is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the tender by giving notice to the other party.

9. RESOLUTION OF DISPUTES

- a) This contract shall be governed by the laws of India.
- b) In case of any disputes/differences between Tenderer and CONCOR, the jurisdiction shall be of Delhi Courts only.
- c) In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers or in connection with this contract the same shall be referred to, Delhi Jurisdiction Court.

10. INSURANCE:

- i. It is advisable for cement Manufacturer(s) to take a suitable insurance policy for transportation/storage of cargo/containers, and also for allied activities/risks, if any.

- ii. This is in the interest of the cement Manufacturer(s) to cover himself from risks involved in Transportation/storage of cargo/containers.
- iii. Since this is a policy which protects the cement Manufacturer(s), it is advisable that he takes such a policy for a value as he deems fit.
- iv. It may be noted that this is not a mandatory requirement of CONCOR for fulfillment of this contract.

11. SAFETY

- i. It shall be the duty of the cement Manufacturer(s) to acquaint himself with all safety regulations regarding transportation/storage/handling of cement. The Cement Manufacturer(s) shall be solely liable for any unforeseen accident/mishappening/injury death and shall keep CONCOR indemnified in this regard.
- ii. The cement Manufacturer(s) shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- iii. The cement Manufacturer(s) shall indemnify Container Corporation of India Ltd. against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.

12. LIABILITY

- i. The cement Manufacturer(s) shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to any other person or damages to property belonging to CONCOR, Indian Railways or third party whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.
- ii. Such compensation shall be determined by CONCOR and shall be recovered from Security Deposit under this or any other contract of the contractor with CONCOR for any other place / location.
- iii. CONCOR will not be liable to pay any compensation to the staff / labour of the cement Manufacturer(s) for the injuries / death while performing duty.
- iv. In case CONCOR is to incur any liability, the same will be recovered from the cement Manufacturer(s) and the Cement Manufacturer(s) shall keep CONCOR indemnified in this regard.

13. Joint Procedure Order

CONCOR and Cement Manufacture will draw a Joint Procedure Order (JPO) for the implementation of this contract. The JPO may be modified through mutual discussion from time to time to reflect the change in market, business conditions. Joint Procedure Order (JPO) will be prepared after the award of the Contract and well before the commencement of the facility.

**ANNEXURE 1
NTKM SHEET**

Sr. No	From	To	Chargeable Distance	Bulk Cement Average Monthly Volume in metric ton						Total Volume from 2nd year to 6th year	NTKMs
	(Railway Code)	(DRTA)		1st year	2nd year	3rd year	4th year	5th year	6th year		
1											
2											
3											
N											
Total NTKM											

Note:

- The bidder also has to specify the number of plants from which cement will be loaded to DRTA along with the Railway code of the cement plant.
- Evaluation of the Bid is based on the volumes committed for the 2nd year onwards till the 6th year as mentioned in the above table (i.e. 5 years block), on the basis of the Highest total NTKM (Net Tonnage Kilometer) in these five (05) years.
- The minimum volume in each year should be higher than the preceding year during the first six years of the commissioning of the facility.
- From the 7th year onwards till the end of the contract, the bidder has to give not less than the monthly average achieved during the 6th year.
- NTKM's will be calculated based on the volumes mentioned in the above table, multiplied by the distance of the cement plant to DRTA.
- In case of any exigency, the bidder is permitted to move bagged cement in CONCOR DSO/Party Owned containers from the above plants, as mentioned in point no. 1.
- The bagged cement volume should not exceed more than 40% of the committed volumes as per above table This volume will be considered as a part of the committed volume.
- CONCOR reserve the right to select the One (01) or Two (02) Cement Manufacture(s) on the basis of the quoted cumulative highest total NTKMs for the 2nd year to 6th year as per above.
- If CONCOR wish to select H2 bidder then the NTKMs quoted by the H2 bidder should not be less than 75% of the NTKMs quoted by H1 Bidder.
- If the H2 bidder quoted NTKMs are less than 75% of the H1 bidder, then the H2 bidder will be selected, only when if they agree to match at least the 75% of the NTKMs quoted by H1 Bidder.
- If the H2 bidder is not agreeing to match the above conditions then the offer will be given to H3 bidder.
- If the H3 also not agreeing for the above conditions then the offer will be given to next highest bidder and so on so forth till any bidder agrees to match the above conditions.
- The Second Cement manufacturers will be chosen on the above criteria.
- The illustration of calculating NTKM is given below for the better understanding.

Sr. No	From	To	Chargeable Distance	Bulk Cement Average Monthly Volume in metric ton						Total Volume from 2nd year to 6th year	NTKMs
	(Railway Code)	(DRTA)		1st year	2nd year	3rd year	4th year	5th year	6th year		
1	XXX	DRTA	400	10000	11000	11500	12000	12500	13000	720000	288000000
2	XXY	DRTA	600	5000	6000	6500	7000	7500	8000	420000	252000000
3	XXZ	DRTA	900	7000	7000	7500	8000	8500	9000	480000	432000000
NTKM											972000000

Signature of cement manufacturer with Stamp:

Place:
Date:

ANNEXURE 2 INTEGRITY PACT

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Open E-Tender for Selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading facility at CONCOR Dronagiri Rail Terminal (DRTA).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).

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

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

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.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

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)

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

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

The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding

plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Supplier” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s), 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) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning or business dealings”.

III. Section 4 – Compensation for Damages

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.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

IV Section-5- Previous transgression

(1) The bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6- Equal treatment of all Bidders/Contractors/Subcontractor

The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity pact, and so submit it to the Principal before contract signing.

The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontracts.

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)

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, 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

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.

The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, CONCOR.

The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the bidder. The bidder will also grant the Monitor, up to 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 Bidder(s) with confidentiality.

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.

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.

The monitor will submit a written report to the Chairman & Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent Directors on the CONCOR Board.

If the Monitor has reported to the Chairman & Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director CONCOR has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word "Monitor" would include both singular and plural.

Following are the present Independent External Monitors of CONCOR:

(i) Shri B.B. Mishra

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

This agreement is subject to Indian law. Place of performance and jurisdiction is to the Registered Office of the Principal, i.e. New Delhi.

Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.

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)

Office Seal

Office Seal

Place _____

Date _____

ANNEXURE 3

Power of Attorney (Board resolution also required in case of Company)

ON NON-JUDICIAL STAMP PAPER OF ADEQUATE VALUE AS PER THE JURISDICTION

M/s.....[name of cement Manufacturer(s)] hereby authorize Mr./Mrs.....(Aadhar No.) whose signatures are given below, as true and lawful Attorney (hereinafter referred to as the “Attorney”), to have and exercise in the name and on behalf of the M/s.[name of cement Manufacturer(s)] (hereinafter referred to as the “Principal”) to :

1. Participate in the Open E-Tender for Selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading and storage facility at CONCOR Dronagiri Rail Terminal (DRTA).
2. Signing and submission of Bid/Tender/Documents, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid.
3. Represent the Principal in all its dealings with CONCOR, and/ or any other Government Agency or court/judicial authority or any person, during the Bidding process of the tender and, in the event, awarded the contract, execution of the contract; and till the completion of the contract.
4. All or any of such acts, deeds or things as are necessary or required or incidental but not limited to representing the cement Manufacturer(s), bills, drawings and other related documents in connection with the contract.
5. We will intimate to CONCOR immediately to any change in the authorize signatory.

I/We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

[Specimen of Signature-1 of Attorney]:.....

[Specimen of Signature -2 of Attorney]:.....

[Signature]
[Name of Company/Firm]
[Designation]

[Date:]

ANNEXURE 4

SPECIMEN OF AGREEMENT

CONTRACT AGREEMENT NO. _____ DATED _____

An agreement made on this day of, _____ between Container Corporation of India limited, with Registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi -110076 (A Govt. of India Undertaking) which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns represented herein by the, (hereinafter called CONCOR) of the ONE PART AND M/s

_____ hereinafter called the “Cement Manufacturer(s)” which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representatives, successors and assignees) of the OTHER PART for Open E-selection of Cement Manufacturer(s) for setting up and using of Bulk Cement unloading facility at CONCOR Dronagiri Rail Terminal (DRTA) under the terms and conditions specified in the TENDER No. PCCORP---DL-MISI(MISC)/8/2024-CO dated 31/12/2024 annexed.

Whereas the Cement Manufacturer(s) has agreed with CONCOR for setting up of Bulk Cement unloading facility at CONCOR Dronagiri Rail Terminal (DRTA), Near Coimbatore, Tamil Nadu in the schedule here to annexed, upon the terms and conditions governing contract annexed.

The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz:

- (a) All terms and conditions of TENDER No. PCCORP---DL-MISI(MISC)/8/2024-CO dated 31/12/2024 are accepted and the same are to be treated as integral part of this agreement (Annexure-I, Pages – 01 to ...).
- (b) The Letter of Award (LOA) No.dated ...-2021 duly accepted by Cement Manufacturer(s) (Annexure-II)
- (c) Certificate of Incorporation (Annexure-III).
- (d) Power of Attorney (Annexure-IV)
- (e) Security Deposit of ₹..... in form of Bank Guarantee with validity period /Demand Draft / Pay Orders/E-Payment No.

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

For and on Behalf of Cement Manufacturer(s).....
M/s. _____ FOR AND ON BEHALF OF
CONTAINER CORPORATION OF INDIALTD.,

WITNESS (NAME, SIGNATURE & ADDRESS)

1. _____

2. _____

ANNEXURE – 5

This UNDERTAKING CUM INDEMNITY BOND is made and executed on this ____
day of _____, 20 at.....

Undertaking cum Indemnity Bond for Guaranteed performance in favour of CONCOR
ON NON-JUDICIAL STAMP PAPER OF ADEQUATE VALUE AS PER THE
JURISDICTION

(Stamp should be to be purchase in the name of the bidder)

I/We hereby agree to construct and commission the facility within 12 months from the date of Letter of Award (LOA) or nine months from the date of getting required statutory clearance for construction whichever is earlier.

And I/We acknowledge that the CONCOR has got the right to terminate the tender and forfeit the Security Deposit and also claim the compensation for any losses//damages etc. in case facility is not commissioned within the time line specified as above or for any other breach of tender conditions.

We/I hereby execute this undertaking cum indemnity bond for a sum of Rs 25 crore indemnifying CONCOR towards any losses/damages/claims, which might occur on account of aforesaid or any other delay or breach of tender conditions .

Date:

[Signature]
[Name of Company/Firm]
[Designation]