

**Open E-Tender in Single Packet System for  
Appointment of consultant for GST compliances  
for CONCOR for a period of 3 Years.**



**Tender No. CON/F&A/GST/2023-24/1**

**CONTAINER CORPORATION OF INDIA LIMITED  
(A Navratna Undertaking of Government of India)  
CIN: L63011DL1988GOI030915**

**Address:**

**CONCORAnnexe, 3<sup>rd</sup> Floor, NSIC, MDBP Building,  
Okhla Industrial Estate, Okhla, New Delhi, 110020  
Tel:91-11-41222500/600/700**

**Email us on [GST@CONCORINDIA.COM](mailto:GST@CONCORINDIA.COM)**

**Visit us on [www.concorindia.co.in](http://www.concorindia.co.in)**

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## Chapter 1

### Notice Inviting Tender (E – TENDERING MODE ONLY)

1. Online bids (e-tender) are invited in Single Packet System for and on behalf of Container Corporation of India Limited (A Navratna undertaking of Government of India) from eligible domestic bidders for “Appointment of consultant for GST compliances for CONCOR”.
2. The complete bid/tender document can be viewed and downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)).
3. Complete tender papers duly accompanied with receipts of e-payment of EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

Item	Description
Tender No.	Tender No. CON/F&A/GST/2023-24/1
Mode of Tendering	Single Packet System
Name of Work	Open E-Tender in Single Packet System for “Appointment of Consultant for GST compliances for CONCOR” for a period of 3 Years.
Estimated Cost (Total)	₹ 1.10 crore including GST for 3 Years.
Period of Contract	3 Years
Bid Security	₹ 2.20 Lac (through e-payment)
Cost of Document	Rs.1180/- (inclusive of GST)
Tender Processing Fee (Non-Refundable)	₹4720/- inclusive of all taxes and duties (Non-refundable) through e-payment.
Period of Bid Validity	120 Days
Date of Invitation	22 Aug 2023
Date of Sale (Online)	From 23 Aug 2023 (10:00 hrs.) to 12 Sep 2023 (upto 16:00 hrs.)
Last Date & Time of submission of Tender	12 Sep 2023 at 17:00 Hrs.
Date & Time of opening of Tender	13 Sep 2023 at 11:30Hrs.

4. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.

5. This tender notice is also available on the web site [www.concorindia.co.in](http://www.concorindia.co.in). The bid document can also be downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)).
6. EMD should be paid in favour of Container Corporation of India Limited through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL), along with E-Tender document.
7. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charge as applicable to M/s. ITI through e-payment.
8. The e-payment of tender document cost, Earnest Money Deposit (EMD) and tender processing fee shall be paid through payment Gateway of CONCOR in E-Tendering Portal at [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).
9. Corrigendum/Addendum to this Tender, if any, will be published on website [www.concorindia.co.in](http://www.concorindia.co.in), [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.
10. Bidders will submit scanned copies of duly signed documents/ certificates as defined in the instructions to Bidders. Failure to produce the certificates shall make the bid non-responsive.
11. For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL), please contact at [tenderwizard.com](http://tenderwizard.com) helpdesk no. 011- 49424365 or cell no. 08800991863/ 08800115821.

**Note:**

- i. Tender Document shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the nominated agencies.
- ii. MSEs registered with the agencies for the item tendered will be exempted from payment of Bid Security Amount. However, all such bidders are required to submit bid security declaration as per Annexure-I.
- iii. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer, the proof of their

being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- a. District Industries Centers
  - b. Khadi and Village Industries Commission
  - c. Khadi and Village Industries Board
  - d. Coir Board
  - e. National Small Industries Corporation
  - f. Directorate of Handicraft and Handloom
  - g. MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18th September 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs order, 2012.
  - h. Any other body specified by Ministry of MSME
- iv. The MSEs must also indicate the terminal validity date of their registration (except UAM). In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

**For and on behalf of Container Corporation of India Limited**

**Group General Manager (F&A)  
Area II**

## CHAPTER 2

### INSTRUCTIONS FOR THE BIDDERS (ITB)

Container Corporation of India Limited (CONCOR) is a Listed Navratna Public Sector Undertaking (PSU) under Ministry of Railways. The Company is engaged in the business of providing services related to handling, transportation, warehousing etc. in respect of containerized cargo. The Company manages and operates the container trains and container terminals including Multi Modal Logistic Parks (MMLPs), Inland Container Depots (ICDs), Container Freight Stations (CFSs) and Domestic Container Terminals (DCTs) at several places in the country.

CONCOR invites online bids (e-tender) in Single Packet System from eligible domestic bidders for “Appointment of Consultant for GST compliances for CONCOR” for a period of 3 Years.

Tenderers must read these instructions before submitting the bid

1. Online e-tender in single packet system is hereby invited from the eligible domestic bidders for and on behalf of CONCOR for “Appointment of Consultant for GST compliances for CONCOR” for a period of 3 Years.
2. The offer should be submitted only by online mode through website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) containing single bid. The Bid document submitted by the bidder shall contain all signed and scanned documents listed below in para 15.
3. All the Bids received shall be opened on the date and time mentioned above in the tender notice. The sequence of opening shall be:
  - i) Earnest Money Deposit
  - ii) Pre-qualification Bid/Technical Bid and Financial/Price Bid
4. A virtual pre-bid meeting would be held on 01.09.2023 at 11:30 Hrs. to clarify doubts, etc. before the bidder submits his bid. The intending bidders are requested to upload their doubts, queries, clarifications etc. on the e tendering website latest by 31.08.2023 by 15:00 Hrs., to enable CONCOR to examine the same well in advance. The intending bidders are requested to ask questions to clarify their doubts, queries, etc. in the virtual pre bid meeting only. All issues requiring clarification along with replies will be uploaded on the website for the benefit of all the bidders. Bidders intending to participate in the pre bid meeting must send a request on email id [gst@concorindia.com](mailto:gst@concorindia.com) on or before

31.08.2023 by 15:00 Hrs. after which the link for the virtual meeting shall be shared. No queries from any person shall be entertained after pre bid meeting.

5. Earnest Money Deposit (EMD) to be paid is Rs. 2.20 Lac, however Micro & Small Enterprises (MSEs) registered with the nominated agencies are exempt from paying EMD. In that case, they are required to submit bid security declaration (as per Annexure-I) and copy of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). At any stage during the evaluation of e-bid, if the bid security declaration is found invalid, the respective bidder's bid will be summarily rejected. Tender Document submitted without EMD/bid security declaration will be summarily rejected.
6. EMD of unsuccessful bidders shall be released after finalization of tender. EMD of successful bidder shall be refunded after submission of security deposit. The bidders are advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction in Annexure-N.
7. E-Payment of tender processing fee & tender document cost shall be made through payment Gateway of CONCOR in e-tendering Portal at [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). The tender processing fee should be deposited by bidder at the time of tender purchase through e- payment.
8. Online bids will be opened at office of the Group General Manager (A&C), Container Corporation of India Limited, CONCOR Annexe, 3<sup>rd</sup> Floor, NSIC MDBP Building, Okhla Industrial Estate, New Delhi, 110020 on 13 Sep 2023 at 11:30 Hours. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
9. Only online Bids will be opened at 11:30 hrs. on 13.09.2023. The Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers.
10. The prices must be filled after downloading the prescribed bid form in the prescribed format issued through online e-tendering website. The Bid form should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.
11. Scanned tender document, comprising all the chapters along with rate quotation as per format given in Annexure-C, should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer, and must be uploaded on or before 12 Sep 2023 (17:00 Hours) on the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).

12. This document will be an integral part of the contract. Therefore, prospective bidders are advised to go through the same before filling the tender.
13. The tenderer has to indemnify CONCOR for any losses accrued due to alteration / modification made in the terms and conditions including General Conditions of the tender.
14. If at any stage, change / modification is noticed in the tender document, tenderer will abide by the original terms and conditions, failing which, CONCOR reserves the right to reject the tender and / or terminate the contract.
15. Bidder are required to submit **duly signed scanned copies** of the following documents
  - a) EMD Earnest Money Deposit (EMD) in the prescribed format & submit its paid Challan copy in case of RTGS/ NEFT or Bid security declaration (as per Annexure-I). Banker details for refund of EMD through E-payment in Annexure-N.
  - b) Notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. Authority for Company/Partnership Firm/LLP/Affidavit for sole proprietorship as per requirement of Chapter 3, Para 3.
  - c) Self-certificate stating the Address, Phone Number of all the offices along with proof of having a fully operational office either in Delhi or NCR.
  - d) Copy of PAN Card
  - e) Copy of GST Registration Certificates for all the states for which the bidder has taken GST registration.
  - f) Self-declaration with regard to backlisting status by any Central/State government organizations/firms/institutions/semi government body or PSU (Annexure A).
  - g) Copy of the work experience as stipulated in Chapter 3
  - h) Copy of the Audited Balance Sheet, Profit & Loss Account statements for any three consecutive financial years out of 2019-20, 2020-21, 2021-22 & 2022-23 as stipulated in Chapter 3
  - i) Tender Form (Annexure L), Letter of undertaking (Annexure A) & Bid Proforma (Annexure M).
  - j) Power of Attorney, if required
  - k) Affidavit as per format specified in the Annexure-H
  - l) Confidentiality Undertaking as per Annexure-B.



- m) Schedule of Rates/Price Schedule Annexure-C
- n) Integrity Pact (Annexure F)
- o) Undertaking as per Annexure J
- p) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.
- q) All the Self declaration and Self-Certification wherever required to be provided by the bidder should be on the Letterhead of the bidder and should be duly signed by the authorized person.
- r) Certificate from Practicing Chartered Accountant (Annexure K), if applicable

**For and on behalf of Container Corporation of India Limited**

**Group General Manager (F&A)**  
**Area III**

### Chapter 3

#### TERMS & CONDITIONS FOR OPEN E-TENDER

**1. ELIGIBILITY CRITERIA:**

- a) The bidder must be either a proprietorship firm or registered partnership firm or LLP or a company registered in India and should have fully operational office in Delhi. A self-certificate from the bidder, citing the address (es) and telephone number(s) for all offices in Delhi and other offices should be enclosed.
- b) The bidder must be registered under GST laws. In case of multiple GST numbers, all the numbers can be provided as Annexure. (Copy of GST Registration certificates should be enclosed)
- c) The bidder must have PAN number issued by Income Tax Department. (Copy of PAN should be enclosed)
- d) The bidder should not have been blacklisted by any Central/State government organizations/firms/institutions/semi government body or PSU for which a self -declaration stating that the bidder has not been blacklisted by Central/State government organizations/firms/institutions/semi government body or PSU in the past three years should be submitted. (Refer Annexure-A)
- e) The Bidder should have been in business of Legal Consulting and Taxation services as on the date of bid invitation and should have experience in litigations and consultancy in the field of Indirect Taxation such as Service Tax, GST and Customs. In support of this Self-certification/declaration should be enclosed.
- f) The bidder should have a minimum experience of 15 years upto the date of opening of tender. In this regard, the tenderers, who are proprietorship, constituents of a Firm, Company, Association/or LLP, must enclose notarized/ attested copies of the constitution of their Firm/Company/ Association or LLP, power of attorney, affidavit for sole proprietorship and/or partnership-deed.

- g) Bidder should not have been convicted by a Court of Law or indicted by a regulatory authority for any offence against it. The bidder should not have been blacklisted due to default in performance of contract for any purposes. Should not have any investigation pending against it or against the Principal Officers/Partners. (Self-declaration as per Annexure-A)
- h) The bidder must have an association in respect of GST consultancy related services with PSU's, Ministry/Department of Central/State Government in any of past 5 Financial Years (FY 2018-19 to FY 2022-23) with complete understanding about their functioning, as the same will be an added advantage while representing company's cases/matters before various authorities. The Firm should provide a certificate of satisfactory performance from the associated PSU's, Ministry/Department of Central/State Government. In case, bidder has a previous association with Container Corporation of India Limited, then certificate of satisfactory performance from CONCOR is a must.
- i) The Bidder should have an average annual turnover (audited) of ₹24.5 Lakhs or more in consecutive three of last 4 financial years i.e. 2019-20, 2020-21, 2021-22 and 2022-23. Turnover of the bidder should be supported by Audited Financial Statements or a Certificate to this effect by a practicing Chartered Accountant or the Auditor of the bidder.
- j) The bidder should have an experience of providing regular indirect taxation services for a period of at least one year during any one of the last three financial years i.e. 2020-21, 2021-22 and 2022-23 & current year (2023-24) up to the date of tender invitation, to any Ministry/Department of Central Government, CPSUs, Companies registered under Indian Companies Act providing services pertaining to Rail and Road with/without Sea based transportation services having combined turnover from these services of more than Rs. 500 Crore, during any one of the last three financial years i.e. 2020-21, 2021-22 and 2022-23 & current year (2023-24) up to the date of tender invitation. Documents in support of client's turnover such as Client certificate, Financial statements, Annual reports etc. indicating turnover from services of Rail, Road & Sea based transportation services.

k) The value of eligible successfully completed work of providing GST consultation service during last three years (FY 2020-21, 21-22, 22-23) and upto the date of tender invitation (FY 2023-24) shall be as under:

- Three works each costing not less than Rs. 33 Lakhs; OR
- Two works each costing not less than Rs. 44 Lakhs; OR
- One work costing not less than Rs. 66Lakhs.

Note: -

1. Relevant satisfactory work completion certificate from client must be submitted.
2. In case client is other than Ministry/Department of Central Government, State Government, PSUs then the satisfactory work completion experience certificate must be accompanied with CA Certificate or TDS certificate issued by client under the Income Tax Act (as per annexure K) to support the financial figure of the work done.
3. Work experience certificate from private individual shall not be accepted.

**2. Earnest Money Deposit (EMD):**

- 2.1 Earnest Money Deposit (EMD) to be paid is Rs. 2.20 Lac. Tender Document submitted without EMD/bid security declaration will be summarily rejected. However, those exempt from payment of EMD are required to submit bid security declaration (as per Annexure-I) and copy of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). At any stage during the evaluation of e-bid, if the bid security declaration is found invalid, the respective bidder's bid will be summarily rejected.

**Note:**

- i. Tender Document shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the nominated agencies.

- ii. MSEs registered with the agencies for the item tendered will be exempted from payment of Bid Security Amount. However, all the bidders are required to submit bid security declaration.
- iii. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer, the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - a. District Industries Centers
  - b. Khadi and Village Industries Commission
  - c. Khadi and Village Industries Board
  - d. Coir Board
  - e. National Small Industries Corporation
  - f. Directorate of Handicraft and Handloom
  - g. MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18th September 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs order, 2012.
  - h. Any other body specified by Ministry of MSME
- iv. The MSEs must also indicate the terminal validity date of their registration (except UAM). In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

- 2.2 EMD of unsuccessful bidders shall be released after finalization of tender. EMD of successful bidder shall be refunded after submission of security deposit. The bidders are advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction in Annexure-N

### **3. CONSTITUTION OF THE FIRM:**

- 3.1 The tenderers, who are the constituents of a Proprietorship firm, Partnership Firm, Company, LLP must enclose notarized/ attested copies of the constitution of their Firm/Company/LLP. Affidavit for sole proprietorship is required to be submitted.

- 3.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 3.3 CONCOR may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 3.4 If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
- 3.5 If the tender application is submitted by a company or a corporation, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the application, in which case a certified copy of the Board resolution/Power of attorney shall accompany the tender document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the tender document.

#### **4. VALIDITY OF OFFER**

- 1. The tenderer is permitted to 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 in a manner not acceptable to CONCOR within 120 days from the date of opening of bid unless further extended with mutual consent. Any offer having lesser validity i.e. less than 120 days from the date of the opening of the bid shall be deemed as unresponsive and shall be rejected. 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, the bidder shall be suspended for a period up to five years for participating in any tender/offer from CONCOR and its subsidiary.

## **5. BID CURRENCY**

All figures mentioned under the commercial/price bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

## **6. QUOTING OF RATES**

The tenderer must quote rates in the Schedule of rates (Annexure C) online in the Financial Bid very carefully and for all categories of work unless and until it has been specifically stated in the tender document that the bidder can quote rates for a part of the activities, both in words and figures. In case the bidder quotes nil charges/consideration, the bid shall be treated as unresponsive and will not be considered.

## **7. ACCEPTANCE OF TENDER**

- 7.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Tender Accepting Authority of CONCOR (Competent Authority), who does not bind himself to accept the lowest or any other tender. The price bid from bidders shall be evaluated on the basis of cost to company basis.
- 7.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 7.3 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.
- 7.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.

7.5 CONCOR shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. CONCOR is also not bound to give the reasons for such disqualification.

7.6 CONCOR also reserves the right to:

- a) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CONCOR.
- b) Overlook any bidder who is in the same line of business and competing with CONCOR.
- c) Bypass any bidder debarred by any Government / Semi Government body or PSU in the past or at present.
- d) Seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. 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.
- e) Accept or reject any or all of the pre-qualification / financial bids in part or full.
- f) If the tenderer 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, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability. Any loss suffered by CONCOR on this account will be recovered from the appointed agency. This will be done without prejudice to CONCOR's right to seek any other remedy under law.

7.7 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

7.8 CONCOR reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.



- 7.9 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
- 7.10 GST has been implemented by the Government w.e.f. 01.07.2017. The bidder, except for the supplies for the categories mentioned at Section 9(3) of CGST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions by quoting element of GST specifically in the price bid after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of CGST Act/ SGST Act shall be submitted along with bid.
- 7.11 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from CONCOR before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto, may render the Bid liable to summarily rejection.
- 7.12 The bidder shall submit rate analysis of quoted price, if so desired by CONCOR.
- 7.13 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.
- 7.14 The bids submitted by the bidders will be evaluated on the basis of the lowest quoted by them in the tender.

## **8. LATE BID**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

## **9. AWARD OF CONTRACT**

The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement with CONCOR on non-judicial paper of appropriate

value as per Stamp Act in the format appended within 7 days from the date of submission of Security Deposit. Stamp paper cost shall be borne by the Agency. Extension of time for execution of agreement beyond stipulated time may be given by the Tender Accepting Authority.

#### **10. CONTACTING CONCOR**

No Bidder shall contact CONCOR on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded. However, during evaluation of bid, CONCOR may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted.

Reply shall be submitted by Bidder within a stated reasonable period of time.

If Bidder does not provide clarifications of the information requested by the date and time set in the CONCOR's request for clarification, its Bids may be rejected.

Any effort by a Bidder to influence the CONCOR in the bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

#### **11. CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES**

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

- a. for the purposes of this provision, the terms set forth below shall mean as under:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - iii. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and

- iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b. Bid may be rejected by CONCOR if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Confidentiality Undertaking as mentioned above, for the contract in question.
- c. CONCOR may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Confidentiality Undertaking, in executing, a contract.

## **12. DEBARRING OF BUSINESS DEALINGS**

The Bidders will be required to certify in the Affidavit that they are not black listed or debarred by Railway or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids.

## **13. SECURITY DEPOSIT**

- 13.1 The successful bidder shall have to submit a performance guarantee @ 10% of contract value for three years within 21 (Twenty one) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract agreement. However, an interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) day, i.e, from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the CONCOR , submission of PG can be accepted on the next working day. In all other cases, if the Appointed agency fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work and in future tenders of CONCOR for a period of 3 Years.

- 13.2 The security deposit may be submitted in any of the following forms with validity up to the end of the contract period plus six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalized/ Scheduled Bank in the proforma approved by Container Corporation of India Limited (Annexure-E).
  - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favor of Container Corporation of India Limited.
  - (iii) 12 years National Defence Certificate at the surrender value, or 10 years Defence Deposit at the surrender value, or State Loan Bonds.
  - (iv) Demand Draft/Bankers Cheque / Pay Orders in favor of Container Corporation of India Limited.

**Note:**

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
- (b) The National Saving / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favor of M/s. Container Corporation of India Limited. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- (c) No interest shall be allowed or paid on the security deposit.

13.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within stipulated time, the bidder shall be suspended for a period up to five years for participating in any tender/offer from CONCOR and its subsidiary, without prejudice to any other rights or remedies to be taken by CONCOR in this regard for breach of contract.

13.4 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the appointed agency to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the

terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the appointed agency shall forthwith pay the same.

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

- 13.5 The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.

#### **14 REFUND OF SECURITY DEPOSIT:**

- 14.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the bidder within four calendar months after termination or discharge/ successful completion of the contract and on issuance of "No Dues Certificate" by the concerned user department.
- 14.2 In the event of any dispute arising between CONCOR and Contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the contractor singly or jointly with others and CONCOR, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The Contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR. No interest shall be paid on security amount till the dispute is settled.

#### **15. EXECUTION OF CONTRACT DOCUMENT:**

The successful tenderer whose tender is accepted shall be required to appear at the office of the Group General Manager (A&C), Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear to sign the

agreement and execute the contract documents within (7) seven days from the date of submission of Security Deposit and start the work within (21) twenty one days of issue of LOI or by the date communicated by Tender Accepting Authority, whichever is earlier.

The Contract Agreement shall be entered into by CONCOR only after submission of valid Security Deposit by the Contractor.

\* Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to the action that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document. The failed contractor shall be debarred from participating in future tenders including re-tender for that work for a period of five years.

(Not less than two copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor).

\*However, Tender Accepting Authority may extend the time for execution of Agreement or start work, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so, which CONCOR is not bound to disclose to the contractor.

## **16. PERIOD OF CONTRACT:**

- 16.1 The contract shall be awarded for a period of 3 years from the date of commencement of contract.
- 16.2 No request for any change in rates will be entertained during the pendency of the contract.
- 16.3 This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance.

**17. SERVICE DURING POST CONTRACT PERIOD**

It will be obligatory on the part of appointed agency to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period for (4) four months or till alternate arrangements are made, whichever is earlier.

## Chapter 4

### SCOPE OF WORK

#### **Introduction:**

1. Container Corporation of India Ltd. (hereinafter referred to as CONCOR) is in the business of providing multimodal transport logistic services having network of 61 ICDs/CFSs/PSCTs spread all over India. In addition to providing inland transport by rail for containers, it has also expanded to cover management of Ports, Coastal Transport, Air Cargo Complexes, Bulk cargo handling and establishing Cold-Chain. Though rail is the main stay of our transportation plan, Road & Sea freight services are also provided to cater to the needs of door-to-door services, whether in the International or domestic business. Main sources of CONCOR's income are Transportation, Handling and Warehousing income. CONCOR booked total revenue during the financial year 2022-23 at ₹8427.42 Crore with net profit of ₹1169.08 crore.
  
2. Central Govt. has introduced Goods & Services Tax from 1st July 2017 and Container Corporation of India Ltd. has successfully implemented the law from the same date in all its commercial systems being used for booking of customer services and generation of invoices. CONCOR has obtained registration under Goods & services Tax Act in 23 states of its operation at the time of implementation as per the requirement of GST Law. Additional, 23 GST registration were obtained for compliance of GST TDS provision applicable specifically on Govt. organizations and PSUs. Further ISD registration in the state of Delhi is also obtained. Prior to implementation of GST, CONCOR has Centralised Service Tax Registration at Corporate Office-Delhi for entire operations. We have 3 commercial



systems (Commercial ERPs) of Export Terminal Management System (ETMS) /Domestic Terminal Management System (DTMS)/Container Cargo Logistics System (CCLS) for booking of container, Receipts/collections, issue of invoices etc. At present CCLS is being used only in ICD Tughlakabad (Delhi) and ETMS/DTMS are being used in other terminals across India. The above commercial systems are integrated (on real time basis) with our Financial ERP i.e., Oracle Financials (EBS R-12.1.3). In order to meet all GST compliances for the above GST registrations and Service Tax related requisitions pertaining to erstwhile Centralised Service Tax Registration, E- open tender is being invited for appointment of consultant for ensuring the GST/Service Tax compliances in Container Corporation of India Limited (CONCOR) for 3 years. Detailed Scope of work for the same is as given below:

3. Given below are the list of GST returns applicable in case of CONCOR as per the Schema of GST Law:

<b>GST Return Form Name</b>	<b>Description</b>	<b>Filing period</b>	<b>Due Dates</b>	<b>No. of Registrations for which the return is filed</b>	<b>Total GST Returns/Statement filed in a year</b>
GSTR 07	Return for government authorities deducting tax at source (TDS).	Monthly	10th of Month	23	276
GSTR 01	Details of outward supplies of taxable goods and/or services affected.	Monthly	11th of Month	23	276
GSTR 06	Return for an input service distributor to distribute the eligible	Monthly	13th of Month	1	12

	Input tax credit to its branches.				
GSTR 3B	Summary of outward supplies along with input tax credit and for payment of tax	Monthly	20th of Month	23	276
ITC 04	Summary of goods sent to or received from a job-worker to be filed by manufacturer	Quarterly	25th of next Month following the Quarter	1	4
GSTR 9	Annual return for a normal taxpayer	Annually	31st December of next financial year.	23	23
GSTR 9C	Certified reconciliation statement	Annually	31st December of next financial year.	23	23
RFD 11 (LUT)	Letter of Undertaking in form RFD-11 to make exports without payment of IGST by the GST registered exporters for every financial year	Annually	At the beginning of every financial year by 31st of March	22	22
					<b>912</b>

#### 4. Existing Set Up:

Details of CONCOR's Area Office and Corporate office locations from where the GST compliances are being done by F&A Team is as given below:

- i. Area I (States - Delhi, Himachal Pradesh, Punjab, Haryana, Delhi, Rajasthan, Uttarakhand, Uttar Pradesh)
- ii. Area II (States - Madhya Pradesh, Maharashtra, Goa, Gujarat)
- iii. Area III (States - Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Chattisgarh)
- iv. Area IV (States - Assam, Bihar, Jharkhand, Odisha, Tripura, West Bengal)

- v. Corporate Office (NSIC - Delhi)

List of terminals located in aforementioned states may be referred to at <https://concorindia.co.in/map.asp>

#### **4. Scope of work**

a) Advisory Services:

- (i) Advisory services with respect to compliance of all GST matters as per Act, Rules, Advance rulings and related regulations during the period of retainership including deposit of taxes, filing of returns, claiming of input tax credit, refund related services etc. In case of filing of returns the necessary help, support and guidelines shall be provided. The input tax credit is an important aspect of GST and shall be regularly reviewed by the successful tenderer in order to advise whether the correct input tax credit has been availed or not. Necessary forms and declarations shall be provided to CONCOR in respect of refund claims as and when required.
- (ii) Providing opinion/advise on queries raised by CONCOR pertaining to GST/ erstwhile Service Tax. The opinions sought by CONCOR shall be addressed on priority and efficiently. The said opinion shall be provided within 24 hours and shall be addressed by either the proprietor/partner or a senior consultant/advocate. Based on past experience monthly approximately 30 queries are being sent to GST consultant on various matters pertaining to GST compliances.
- (iii) Providing regular updates/clarifications on all GST related matters relevant to CONCOR and advise on action to be taken by CONCOR including advise on requirement of review of billing and financial system changes. The notifications, circulars, orders, removal of difficulty orders and press releases issued by the GST authorities shall be provided as and when issued. A brief note shall also be provided in layman's language in order to better understand the changes made by the GST authorities
- (iv) Highlight changes to be under taken in GST related documents such as Invoice, Debit note, Credit note, Receipt Vouchers, E Invoices, E-way

bill, Consignment Note etc. and advise on records maintenance from a tax perspective. The list of the documents to be maintained mandatorily as per GST Law shall be provided to CONCOR by the appointed agency. The format shall also be made available which shall be GST compliant. Whenever the changes are made by the GST authorities whether in respect of documents or the format relating to invoices, bill of supply, receipt voucher, invoice relating to reverse charge payment, payment voucher, Consignment note, E-Invoice etc., necessary guidelines shall be provided on priority.

- (v) Time to time review of procurement and supply agreements from indigenous/foreign sources to evaluate the tax impact and input tax credit availment issues. Review of procurement and supply/service agreements to evaluate the tax impact. The agreements relating to procurement and supply shall be reviewed regularly to see whether the same are GST compliant or not. Wherever any changes are required, same shall be provided to CONCOR. Necessary assistance to CONCOR shall be provided in order to issue corrigendum or addendum pertaining to indirect taxes.
- (vi) Assistance in finalisation of HR related matters having GST implication and review of pay roll system from GST perspective.
- (vii) Assistance in classification issues for GST Rate/HSN/SAC code determination, exemption and valuation matters etc. for various goods being transported and goods being sold by CONCOR under auction of domestic goods and custom bound cargo and on stock transfers. Review of various masters in commercial systems system for GST compliance governing GST rates, GST Tax, Place of Supply, Assessable value etc. in various commercial applications of ETMS/DTMS/CCLS through which booking of the containers/cargo is being done as and when required by the management. All these aspects are necessary ingredients for payment of appropriate GST by CONCOR. The relevant notifications, circulars, orders and press releases issued by the GST authorities shall be provided as and when issued along with brief note by proprietor/senior partner/Senior Associate. Assistance in review/compilation of various masters of GST rates, GST Tax, HSN/SAC, Place of supply, Assessable value, etc. on any upgradation/change of Commercial system by CONCOR.

- (viii) Periodic review of various exempt services being provided by CONCOR to its customers including the review of list of commodities being transported, handled, warehoused etc. Review of listing exempted commodities by Indian Railways & taking up the matter of non-allowance of exemption benefit to CONCOR, if any.
  - (ix) CONCOR is registered as transporter for E-way bill purpose in 22 states. Providing assistance with respect to E way bill compliances being done by CONCOR for Rail/Road/Sea based transportation services. Resolving all issues pertaining to e-way bill such as detention of vehicle, extension of e-way bill, related notices, other legal proceedings etc.
  - (x) Support with respect to E invoice compliances applicable to CONCOR for all invoices issued w.r.t. supply of goods/services including, but not limited to, requirement of pushing the invoices on IRP within 7 days of generation.  
Advisory Services for resolving the E-invoicing errors due to which e-invoices could not be pushed on government portal.
  - (xi) Advising GST compliances in respect of SEZ supplies, LUTs to be filed, other related issues.
  - (xii) Advising HSN code and GST Rate of auctioned goods on priority.
  - (xiii) Interpreting the judgements of advance rulings and advising in layman's language their application in context of supply being provided/procured by CONCOR, if any. Assistance in seeking advance ruling for CONCOR in case it is required.
- b) Assistance in verification of GST and erstwhile Service Tax related records by the Statutory/Internal/Government Auditors and attending to their queries/audit points during or after audit report. Vetting of records prepared for GST/Service Tax Audit Authorities and provide assistance during the audit. Necessary assistance shall be provided to CONCOR relating to audit by the GST authorities and other statutory Authorities. The queries raised by them shall be addressed promptly and efficiently by the senior

consultant/lawyer only. The vetting of records prepared against any Service Tax Notice/Audit as well as GST Notice/Audit shall be done by the consultant. It is pertinent to mention that before submission of any documents with GST/Service Tax/ other statutory Authorities, the same shall be vetted by the proprietor/senior partner whether for Show Cause, Audit purposes or for Investigation.

- c) Personal appearance before GST and erstwhile Service Tax Authorities, Intelligence Authorities like Directorate of Revenue Intelligence, GST Intelligence etc. for attending the notices/demands as and when required. The personal appearance before GST and erstwhile Service Tax Authorities/other statutory Authority, shall be attended by the proprietor/senior partner along with the company/firms appointed panel of lawyers, legal experts etc.
- d) Assistance in compilation, vetting and submission of information/details/replies as well as Representation during Personal Hearings to the GST and erstwhile Service Tax Department as well as CESTAT in response to show cause notice and/or other notices including notices demanding GST/service tax, Interest, penalties etc. Necessary assistance in compilation, vetting and information required in response to show cause notice shall be provided. Draft reply to show cause notice shall be provided to CONCOR well within time.
- e) Assistance in preparation, collection/deposition of GST payable figures, Input tax credit figures and computation of tax for different taxable services rendered on monthly basis and filing of applicable periodical returns such as GSTR-1, GSTR-3B and GSTR-6, GSTR-7, Annual Return GSTR-9 etc. Necessary assistance shall be provided to CONCOR staff on monthly basis for preparation of GSTR-1, GSTR-3B, GSTR-7, ITC-04 (Job work) and also Annual Return. All the guidelines provided by the GST Authorities shall with respect to above shall be shared with the CONCOR.
- f) Meeting with the CONCOR officials/CONCOR's customers to solve the issues relating to GST and erstwhile Service Tax from time to time. Meetings with the CONCOR officials/CONCOR Customers shall be held by the proprietor/senior partner along with the lawyer/consultant from time to

time. Specific issues shall be addressed on priority relating to GST as well as service tax matters.

- g) Preparing the representations/requests for clarification to the CBEC/Finance Ministry/Rail Ministry/GST Authorities, etc. on behalf of CONCOR from time to time. The representations whether to Railways, Ministry of Finance or to any other authorities shall be provided to CONCOR on priority.
- h) All assistance shall be provided for reconciliation of data of GST or Service Tax returns with the financial data whether it is balance sheet, trial balance, income tax return, bank collections or 26 AS return.
- i) Assistance in discharge of GST liability, filing of return in case of Foreign Service providers/imports of CONCOR.
- j) Assistance in filing of GSTR-7 (TDS under GST) and attending queries pertaining to TDS under GST from time to time in accordance with the provisions of section 51 of CGST Act, for which CONCOR has obtained registrations in 22 states.
- k) Handling of legal cases, appeals upto GST Appellate Tribunal (GSTAT) and appearances thereof before various authorities including CESTAT from time to time. The legal cases whether before the adjudicating authority or in appeal shall be handled and the hearings shall be attended by the proprietor/senior partner of the firm with the help of senior consultant/lawyer.
- l) Training in virtual/physical mode to CONCOR officials as per requirement. Minimum 1 Training per month shall be conducted as per requirement from CONCOR on relevant GST topics.
- m) Regular review of internal advisories pertaining to GST issued within CONCOR. Till date 45 such advisories encompassing various GST issues have been issued.
- n) Any other incidental or miscellaneous work related to GST/Service Tax Law.



**Note:** In case meeting is required for all above mentioned services the same shall be provided at one of our offices including CONCOR Corporate office in Delhi.

**V. Litigation Support:**

- Currently, CONCOR has 23 Outward GST registration, 22 TDS related registration, One ISD related registration at Delhi. Notices/demands are being directly uploaded to GST portal by the department and provided to CONCOR on emails. The agency should intimate and provide draft reply to CONCOR immediately as and when any notice appears on GST portal or received otherwise. The agency shall also be responsible to honor all the notices which include submission of replies within a due time limit as per notice at the respected state GST office in all states of CONCOR's GST registration.
- Till date, 51 notices seeking clarification/GST demand/information have been received from various GST divisions including revenue intelligence. During the course of litigation, CONCOR may ask the vendor to provide support of professional including CA, advocates etc. for representing CONCOR.

**VI. Other:**

- The agency shall advise/provide opinion on any issue or amendment in GST Law.
- The agency shall be required to interact with various audit authorities as and when required.
- Documentation review: Annual Review of sample input and output invoices, Debit Note, Credit notes etc. corresponding to relevant financial year and changes required to be done to invoice formats (if any).



## CHAPTER 5

### GENERAL CONDITIONS OF THE CONTRACT

#### 1. DEFINITION

- 1.1 Tenderer/Bidder: A proprietorship/ Partnership Firm/Company/LLP willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 1.2 Tender: Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the CONCOR.
- 1.3 Name of Tender: Appointment of consultant for GST compliances for CONCOR for a period of 3 Years.
- 1.4 Unsatisfactory Performance: The unsatisfactory working will include the following:
  - Repeated failure to adhere to the work schedule.
  - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Appointed agency.
  - Repeated instances of improper work.
  - Repeated instances of failure to comply with instructions of the F&A Department/CONCOR.
  - Breach of terms of the contract.
- 1.5 “Contract” means the Contract Agreement, Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract together with documents (if any), which are listed in Contract Agreement or in the Letter of Acceptance.
- 1.6 “Services” means the services to be performed by the appointed agency in accordance with the Contract.
- 1.7 Contractor: Contractor means A proprietorship/ Partnership Firm/Company/LLP whose tender has been accepted by CONCOR, and shall include his employees, agents, etc.
- 1.8 CONCOR: CONCOR means ‘Container Corporation of India Limited’ a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi.

- 1.9 Taxes: Goods and Services Tax any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time.
- 1.10 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CONCOR in a particular catchment area.
- 1.11 “Day” means the period between any one midnight and the next.
- 1.12 “Month” means a period of one month according to the Gregorian calendar commencing with any day of the month.

## **2. INTERPRETATION**

- i) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of these Conditions.
- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- iii) If there is conflict between provisions of the Contract, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.
- iv) Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of CONCOR, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the CONCOR’s condition/clause of contract if required.

## **3. CHANGE IN BUSINESS PATTERN/VOLUMES:**

The Transaction Volumes as indicated in the Scope of Work are indicative and are subject to either increase or decrease during the tenure of the contract. In case of any change in the transaction volumes, the appointed agency will not be entitled for any additional compensation from CONCOR on this account.

#### **4. TERMINATION OF THE CONTRACT**

- 4.1 In the event of repeated instances (two or more instances) of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall also be open to CONCOR to terminate this contract in whole or in part by giving (15) Fifteen days' notice in writing to that effect.
- 4.2 In the event of such termination of the contract, CONCOR shall be entitled to:
- (i) forfeit the security deposit as it may consider fit;
  - (ii) get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
  - (iii) All the data and information of CONCOR pertaining to GST compliances/return filed/working data/reconciliations etc. which are in the custody of the agency.
- 4.3 If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the consultant as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by CONCOR under this or any other contract or otherwise. The appointed agency shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract, as stated above.
- 4.4 The certificate of CONCOR Official as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the appointed agency.
- 4.5 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

## **5. DEBARRING OF BUSINESS DEALINGS**

- 5.1 In the event of premature termination of contract in terms of provisions of clause 4 above, CONCOR shall also be entitled to Debar the contractor for participation in future tenders of CONCOR and its subsidiaries for a period of 5 Years.
- 5.2 Further, in case if it comes to the notice of CONCOR that the bidder/contractor 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 contractor for a period of 5 years, as deemed fit. In all such cases, the provisions of clause 4, sub clause 4.2. to 4.4 above (Termination of contract) will become applicable.

## **6. PROHIBITION AGAINST TAKING WORK FROM CONCOR/ GOVERNMENT SERVANTS**

- 6.1 No Officer of Gazetted rank or other Gazetted Officer employed in operational or administrative duties in any Department of the Government of India or State Government or CONCOR or any other PSUs under Ministry of Railways is allowed to work as a contractor or contractor's employee for a period of two years immediately after his retirement/resignation from Government service without the prior permission of the Government of India or State Government or any other PSUs under Ministry of Railways as the case may be.

The Contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission as aforesaid before submission of the tender or engagement in the contractor's service.

- 6.2.1 Should a Tenderer or Contractor have a relative employed in Managerial capacity in CONCOR or any other PSUs under Ministry of Railways or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the CONCOR or any other PSUs under Ministry of Railways, the authority inviting tender shall be informed of the fact at the time of inviting of tenders, failing which the tender shall be

rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in clause 61 of the General Conditions of Contract.

## **7. CONTRACTOR'S RESPONSIBILITIES & DUTIES**

- 7.1 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any/all liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CONCOR indemnified against liabilities arising out of the contract on this account.
- 7.2 The contractor shall be solely responsible for compliance of all applicable laws rules & regulations made thereunder and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc., including but not limited to the following: -
- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
  - (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
  - (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
  - (iv) The Minimum Wages Act 1948.
  - (v) The Payment of Bonus Act 1965.
  - (vi) The Payment of Gratuity Act 1972.
  - (vii) The Payment of Wages Act 1936.
  - (viii) The Motor Vehicle Act.
- 7.3 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in CONCOR.
- 7.4 The contractor shall give his employees/workmen unique identification Tag/Number either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a

conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at CONCOR premises, if any, duly screened and verified, preferably through police verification. CONCOR shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CONCOR such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CONCOR and/or the person is not desirable with proper performance of the work. CONCOR is not bound to inform detailed reasoning for the same.

- 7.5 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CONCOR is obliged to pay any amount of wages to an official employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CONCOR due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CONCOR shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CONCOR under relevant sections of the concerned Acts. CONCOR shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CONCOR to the contractor whether under the particular contract or otherwise, CONCOR shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CONCOR security for all costs for which CONCOR might become liable in contesting such claim. The decision of CONCOR regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- 7.6 If CONCOR, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

## **8. LIABILITY/PENALTY**

- 8.1 The contractor shall be liable to compensate CONCOR for all damages, losses and claims in respect of damages / injuries to containers or cargo or to



Customs or to any other person or damages to property belonging to CONCOR and / or to rolling stock or other property belonging to the Railways (while operating in the premises of CONCOR), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CONCOR and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with CONCOR for any other place / location.

- 8.2 Any default or delay in providing services as mentioned in scope of work by the successful agency would tantamount to unsatisfactory performance for which CONCOR shall be at liberty to get the work done through any other agency, at the risk and cost of the Firm. Further, the agency shall be liable to pay up to ₹1,000/- (Rupees One Thousand only) in each case at the sole discretion of CONCOR in addition to penalty or interest levied by GST Authorities on CONCOR for such failure on account of the agency's failure.
- 8.3 Agency will indemnify CONCOR for any demand/penalty charged from GST dept. due to any mistake on part of agency including wrong filing/wrong data uploading/excess credit claim/delayed filing of returns etc. during the currency of contract up to ceiling limit of 100% of the fee as per the agreement for a period of three years. However, in case of loss to CONCOR due to blatant error/fraud/willful misconduct entirely on part of the agency, CONCOR may proceed to recover such loss irrespective of above limit.
- 8.4 The consultant will not sublet the assignment to any other firm. In the discharge of its duties, the firm will keep privacy of all kind of information regarding CONCOR. These are to be treated as confidential and firm is bound under the term of this appointment, not to disclose this information to anybody unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances, under advice to CONCOR. Data of CONCOR including those of its vendors and customers shall be the property of CONCOR and in no case the same shall be shared with any third party by the agency except with GST authorities as required as required under the law.
- 8.5 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by him from CONCOR under terms of the contract or in performance thereof. Consultant shall submit a Confidentiality Undertaking (as per format enclosed at Annexure-B) before commencement.

- 8.6 The documents and information etc. which the Firm would come across in the normal course of the execution of this contract will not be divulged to any other party without the written permission of CONCOR
- 8.7 The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of profession. Further, the consultant's liability to CONCOR will be governed by Applicable law. Since the work of GST will be outsourced to successful bidder, it is expected that besides rendering the services stated above, the successful bidder will ensure that there is full compliance of extant rules and guidelines.
- 8.8 CONCOR will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CONCOR is to incur any liability, the same will be recovered from the contractor.

## **9. PAYMENTS**

- 9.1 The quoted price shall include all taxes, duties and levies (excluding applicable GST and Cess thereon, which will be paid on actual) Professional Tax, Insurance Charges, License Fees, Surcharge on taxes and duties etc. payable by the bidder under this consultancy assignment. It shall also include all man days' charges, equipment charges, travel expenses, administrative charges, documentation charges and any other incidental charges or out of pocket expenses for successful completion of the work.

In case, Service provider has to attend show cause notice, other cases etc. out of Delhi, the firm will be reimbursed Travelling expenses equivalent to officers of CONCOR of the rank of Sr. General Manager (E-7) for Senior Partner/Partner and for other staff, travelling expenses equivalent to E-1 level. Hotel expenses will be subject to actual ceiling for the grades indicated above. No out of pocket expenses for travel within in NCR will be paid to the firm. In case of air entitlement, the firm will have to give a certificate that air tickets of economy class have been purchased at lowest available rates.

- 9.2 The Contractor should raise his bills on monthly basis. The quoted price per annum should be divided by 12 and the same should be charged to CONCOR



on monthly basis by providing a proper Tax Invoice. No amount other than the rate quoted would be entertained.

- 9.3 Subject to any deductions, which CONCOR will be authorized to make under the terms and conditions of this contract, the contractor shall be entitled for payment regarding the work performed, at rates finally accepted by CONCOR.
- 9.4 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc., or any cause, whatsoever from the next month bill and from the security deposit or any other amounts due to him.

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

- 9.5 The Contractor/ Tenderer /Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Tenderer/Vendor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant document.
- 9.6 The Contractor/ Tenderer/Vendor 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 filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 9.7 In case of any failure on the part of Contractor/ Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the CONCOR.
- 9.8 If as result of Change in Law, Contractor/ Tenderer/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor 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 Contractor/Tenderer/Vendor.

- 9.9 Any denial of input credit due to any omission or failure on the part of the Contractor/ Tenderer/Vendor, the Contractor/Tenderer/Vendor 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.
- 9.10 The aforesaid payment will be released within (10) ten days from the date of submission of clear and admissible bill. The contract executing Officer is designated to ensure compliance of timelines for release of such payments.
- 9.11 In case of any disagreement between CONCOR and the contractor on any part of the bill, such part may be severed from the rest. Payment against agreed and admissible part can be processed as per laid down procedure, while the disputed part can be dealt as per contract provision viz. conciliation, dispute resolution, arbitration, etc.

## **10. TIME LIMIT FOR SUBMISSION OF BILLS**

- 10.1 The contractor shall make a claim for the services rendered under this contract to CONCOR within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, TENDER ACCEPTING AUTHORITY on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 10.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CONCOR. Nevertheless, the TENDER ACCEPTING AUTHORITY on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 10.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the TENDER ACCEPTING AUTHORITY, notwithstanding what has been laid down in the Clause on Payment. The

decision of the TENDER ACCEPTING AUTHORITY shall be final and binding on the contractor.

**11. PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES**

The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations.

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

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

**13. EXIT CLAUSE**

CONCOR will have the liberty to terminate the contract by giving a notice of (15) fifteen days in case of persistent unsatisfactory performance as determined by CONCOR whose decision shall be final and binding.

**14. FORCE MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such

non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the officer- In-charge of CONCOR as to whether the work have been so resumed or not shall be final and conclusive.

PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

## **15. ARBITRATION**

- 15.1 In the event of any question, dispute or differences arising under these conditions or in connection with this contract, the same shall be referred to Delhi International Arbitration Centre, Delhi High Court, New Delhi.

The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority. The decision of the center shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be English. Rest of the terms is subject to agreement between the parties.

The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award. Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this clause.

- 15.2 In case of any disputes or differences between the parties hereto, the Civil Courts of Delhi alone shall have exclusive jurisdiction for the implementation of tender.

CONCOR and the Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. In the event of failure to resolve a dispute, the

dispute shall be referred to the sole arbitration appointed by Director (Finance)/CONCOR. There will be no objection if the sole arbitrator appointed by Director (Finance)/CONCOR is an employee of CONCOR provided he has not previously dealt with the case.

**16. SUBLETTING NOT ALLOWED**

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

**17. DEATH OF THE CONTRACTOR**

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

**18. CONFLICT OF INTEREST**

The Consultant shall not engage in consulting activities that conflict with the interest of the client under the contract.

**19. INTEGRITY PACT**

The successful tenderer/s shall require to sign the Integrity Pact with CONCOR as per enclosed Performa (Annexure F).

**Annexure-L**  
**TENDER FORM**

1. We have read and examined the following tender documents relating to “Appointment of consultant for GST compliances for CONCOR for a period of 3 Years”

- a) Notice Inviting Tender (NIT)
- b) Instructions to Bidders (ITB)
- c) Bid Security Declaration, Bid Proforma, Undertaking for not being convicted by court of law.
- d) All the terms and conditions of Bid document.
- e) Form of Agreement & Performance Bank Guarantee Form
- f) Affidavit
- g) Confidentiality Undertaking
- h) Schedule of Price
- i) Integrity Pact.
- j) Addendum issued if any.
- k) Annexure A to K to tender document

2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph-1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of price for the period(s) of contract as given in terms and Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.

3. We agree to keep this tender open for acceptance for 120 days after the deadline date for bid submission specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.

4. I/We have submitted scanned copy of Bid Security declaration. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, we shall become liable for action and the Client shall without prejudice to any other right or remedy, be at liberty to take recourse to legal remedies in terms of Contract.

Should this tender be accepted, we agree to abide by and fulfill all the terms and conditions and provisions of the above-mentioned tender documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of company) Name

Signature Designation Name of Company Date

**Annexure-M**  
**BID PROFORMA**

**Sl. No. Description of information Replies by the bidder**

1. Name of the Firm/ Company:

2. Complete Address of Regd. office and

Delhi office

i) Postal:

ii) Telephone/ Fax:

iii) E-mail:

3. Complete Name and Communication address of Bid Signatory

i) Name & Designation:

ii) Postal:

iii) Telephone/ Fax:

iv) E-mail:

4. Former name of Firm/ Company (if any):

5. Type of the Firm /Company: (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)

6. Year and place established:

7. Are you registered with any Government/PSU (if yes, give the details) for work of similar nature covered under the specifications:

8. Whether the Prices quoted are firm/variable:

9. Validity period of tender, reckoned after 120 days the deadline date for online bid submission.

10. Rate of Taxes & Duties as applicable

i) Rate of GST : @.....% as included (To be specified by the bidder)

ii) Any other taxes/ duties (please specify): @ ..... % as included (To be specified by the bidder)



12. Whether furnished & filled all schedules/: annexure appended to tender document

13. Goods and Services Tax No. (GSTIN):

14. (HSN/ SAC code of services):

15. PAN:

Station:

Date:

(For & on behalf of - Signature)

Name:

Designation:

(of the authorized representative of the bidder)

Official Seal of the Company:

**Annexure – A**

**Letter of Undertaking (On Firm/Company Letter Head)**

Date: -

To,

GGM (A&C),  
Container Corporation of India Ltd.  
3rd Floor, NSIC New MDBP Building,  
Okhla Industrial Estate,  
New Delhi-110020.

**Sub: Letter of Undertaking for not been convicted by a Court of Law.**

Ref: **Tender No.** CON/F&A/GST/2023-24/1

Dear Sir,

This is with reference to the tender named as “Appointment of consultant for GST compliances for CONCOR for a period of 3 Years”. We <Name of the Bidder> hereby confirm that we have not been convicted by a Court of Law or indicted by a regulatory authority for any offence against it. It is further confirmed that we have not been blacklisted by Central/State government organizations/firms/institutions/semi government body or PSU in the past three years due to default in performance of contract for any purposes and there is no investigation pending against it or any of its Principal Officers/Partners.

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

## ANNEXURE - B

### CONFIDENTIALITY UNDERTAKING

(To be submitted on the letterhead duly signed by the authorized signatory)

Date: \_\_\_\_\_

Container Corporation of India Ltd. (A Government of India Undertaking) and listed company with stock exchange with its registered office at CONCOR Bhawan, C-3, Mathura Road, New Delhi-110076 and Corporate Office at NSIC New MDBP Building, 3rd Floor, Okhla Industrial Estate, New Delhi-110020. (The Company), is willing to make available to M/s. \_\_\_\_\_ with its office at \_\_\_\_\_ subject to the terms of this confidentiality undertaking (the undertaking), certain non-public information for providing GST consultancy services to CONCOR for a period of 3 Years vide bidding documents No. CON/F&A/GST/2023-24/1

Any such information about CONCOR to which M/s. .... (including its partner/ officers/ employees etc.) has access to or is received and acknowledged by M/s. \_\_\_\_\_ is referred to in this Undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s. \_\_\_\_\_ including its partner/ officers/ employees will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s. \_\_\_\_\_ on need to Know basis. M/s. \_\_\_\_\_ will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s. \_\_\_\_\_ (including its partner/ officers/ employees etc.) will not use the information for any purpose other than for providing consultancy services for GST compliances for CONCOR Registrant States. M/s. \_\_\_\_\_ (including its partner/ officers/ employees etc.) will not disclose any information after even expiry or termination of the Contract to the third person.

This undertaking will not apply to any information or material which is in the public domain without any breach of this undertaking; and which is already in M/s. \_\_\_\_\_ possession as at the date of this undertaking.

M/s .....( including its partner/ officers/ employees etc.)undertakes to ensure compliance of Insider Trading Regulation of Securities & Exchange Board of India (SEBI) and related CONCOR policy for same at all times.

M/s ..... shall indemnify CONCOR and all its officers for any liability incurred by them due to any default on the part of the agency.

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for and on behalf of

M/s. \_\_\_\_\_

Authorized Signatory

**ANNEXURE C**  
**SCHEDULE OF RATES**

**Price Schedule:**

Professional fee for “Appointment of consultant for GST compliances for CONCOR for a period of 3 Years”.

<b>Particular</b>  <b>(A)</b>	<b>Annual Fee (In figure) (excluding GST)</b>  <b>(B)</b>	<b>Annual Fee (In words) (excluding GST)</b>  <b>(C)</b>	<b>Financial Implication for 3 Years (excluding GST)</b>  <b>D=(B*3)</b>
Fee (in Rs.)	.....	.....  .....	.....
GST Rate Applicable			.....
GST Applicable (amount):			.....
Total including GST			

**Note:**

- (1) Financial Bid should be submitted through online mode only
- (2) GST as applicable shall be paid extra.
- (3) Payment of the GST shall be released only after the credit thereof is received by CONCOR in the electronic credit ledger.

## ANNEXURE D

### SPECIMEN OF AGREEMENT

(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)

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

AGREEMENT FOR ACTING AS [.....] CONTRACTOR FOR CONTAINER  
CORPORATION OF INDIA LTD AT [Corporate/Area Office]

Contract Agreement No. CON/F&A/GST/2023-24/1

Dated \_\_\_\_\_

This agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand Twenty Three between the Container Corporation of India Ltd. (A Govt. of India Undertaking), 'CONCOR Bhawan' C-3 Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, represented herein by the Group General Manager (hereinafter called CONCOR which expression shall include its successors and assigns) of the ONE PART and the \_\_\_\_\_ represented herein by the \_\_\_\_\_ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing GST consultancy work for CONCOR for a period of 3 years at CONCOR Corporate Office/Area office at the rates and under the terms and conditions specified in the tender document and its annexures.

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

In consideration of the payment to be made by CONCOR, the contractor shall duly perform the said services in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms and conditions of contract with effect from [.....]

day of ....., 20\_\_ up to ..... day of ....., 20\_\_] and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agrees that if the contractor observes and honours the said terms and conditions of the contract, CONCOR will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by the contractor.

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

\_\_\_\_\_  
Authorized Signatory  
For and on Behalf of Contractor  
M/s.

\_\_\_\_\_  
ED/GGM (F&A)  
For and on Behalf of  
CONTAINER CORPORATION OF INDIA LTD.

WITNESS

WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
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2. \_\_\_\_\_  
\_\_\_\_\_  
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2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

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## ANNEXURE E

## SPECIMEN OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Group General Manager, having its registered office at 'CONCOR Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110076, having agreed to permit [M/s \_\_\_\_\_] (hereinafter called the said Contractor) to [Name of tender] provide consultancy services for GST compliances for CONCOR at CONCOR Corporate/Area office on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... and .....] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by Container Corporation of India Ltd., by reason of any failure of the contractor to execute the work of consultancy for GST compliances for CONCOR Registrant States in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Group General Manager/Authorized Representative of Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said services as per the terms and conditions of the contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....].
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before six months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.



4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of (Period to be specified as per contract condition) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within six months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Notwithstanding anything herein contained, our liability under this guarantee shall:
  - a. be limited to a sum of [Rs.....].

- b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before .....

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

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## **ANNEXURE F**

### **INTEGRITY PACT**

Container Corporation of India Ltd. (CONCOR) herewith referred to as “The Principal: ..... 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 Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other law in force, 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 contractor 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 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) 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 the approved procedure.

### **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 Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the 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 approved procedure.

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

- (1) The Bidder(s)/Contractor(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.
- (2) The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontracts.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7–Criminal charges against violating Bidder(s) / 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 Subcontract which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 – Independent External Monitor/Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, CONCOR.
- (3) The Bidder(s)/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, 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)/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 & Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent Directors on the CONCOR Board.
- (8) If the Monitor has reported to the Chairman & Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director CONCOR has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “Monitor” would include both singular and plural.

#### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed. It expires for the 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 & Managing Director, CONCOR.

#### **Section 10 – Other provisions**

- 1) This agreement is subject to Indian law. Place of performance and jurisdiction is to the Registered Office of the Principal, i.e., New Delhi.
- 2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- 3) If the 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 separable and 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

Office Seal

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

Name & Address \_\_\_\_\_

\_\_\_\_\_

Witness 2:

Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ANNEXURE G

### PROFORMA TO BE FILLED IN AND SIGNED BY THE TENDERER AND SUBMITTED ALONG WITH THE TENDER FOR HAVING A RETIRED GAZETTED OFFICER ON THEIR ROLES

(PORTIONS NOT APPLICABLE MAY BE DELETED)

i) The undersigned:

- (a) is a retired officer holding prior to retirement/resignation a post in Govt of India/State Government/ CONCOR/PSU under ministry of Railways (Specify name of PSU).
- (b) is a partnership firm having as one of its partners/officers as persons as aforesaid at (a) above.
- (c) is an incorporated company having any such retired officer/Engineer/Manager stated at (a) above its director/manager/officer.
- (d) has no such retired Engineer or retired manager associated with it as stated above.

ii) If failing under any of the above categories (a) to (c), particulars of the officer may be furnished hereunder:-

- (1) Post held before retirement-----
- (2) Date of retirement \_\_\_\_\_
- (3) If not retired at least two years prior to date of inviting of tender, state whether permission for taking such employment has been obtained from the officer duly authorized in this behalf-----

(iii) If the Tenderer or in case of a partnership firm any of its partners or in case of Company, any of its director/manager/officer has a relative or relates employed in managerial capacity in the CONCOR, particulars of such relative in the CONCOR may be furnished here under

- (1) NAME
- (2) DESIGNATION
- (3) NAME OF PSU/STATE/CENTRAL GOVT. ORGANISATION

PLACE:  
DATED:

SIGNATURE OF TENDERER  
STAMP OF COMPANY

## ANNEXURE -H

### SPECIMEN OF AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER WITH THE DOCUMENTS)

(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in name of the bidder)

I (Name and designation) \_\_\_\_\_ appointed as the attorney/authorized signatory of the bidder (including its constituents). M/s\_..... (herein after called the bidder) for the purpose of the tender document for the work of \_\_\_\_\_ as per the tender No. .... of CONCOR, do hereby solemnly affirm and State on behalf of the bidder including its constituents as under:

1. I/We the tenderer, am / are signing this document after carefully reading the contents.
2. I/We the tenderer also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from CONCOR tender portal& Tender Wizard and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e., evaluation of EOI and execution of work) the decision of CONCOR with regard to such discrepancies shall be final and binding upon me/us.
4. I/we hereby declare that I/We will comply with all terms and conditions of CONCOR's tender document and I/we will submit signed and stamped copy of CONCOR's tender document as enclosure of contract/ agreement on award of LOI.
5. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

6. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tender, it shall lead to suspending of business for minimum one year. Further, I/We [insert name of the tender]..... and all my /our constituents understand that my/ our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after award of contract, it will lead to termination of the contract, along with forfeiture of Security Deposit /Performance Guarantee besides any other action provided in the contract.

DEPONENT  
SEAL AND SIGNATURE OF THE TENDERER

#### VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT  
SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

Details as appropriate are to be filled in suitably by tenderer  
Attestation before Magistrate/Notary Public

## ANNEXURE I

### BID SECURITY DECLARATION

M/s. \_\_\_\_\_ who has participated in the Open Tender No. Tender No. CON/F&A/GST/2023-24/1 dated \_\_\_\_\_ for “Appointment of consultant for GST compliances for CONCOR for a period of 3 Years”, hereby undertakes that: -

1. It agrees to comply with all the terms and conditions stipulated in the above tender;
2. It shall not withdraw or modify its bid/ offer during the validity period of the above tender; and
3. It agrees that in case, it commit default in respect of (1) & (2) above, it shall be suspended for a period up to five years for participating in any tender/offer from CONCOR and its subsidiary.

For and on behalf of M/s. \_\_\_\_\_

Authorized Signatory

## ANNEXURE – J

### **Undertaking to be given by the bidders for downloading tender document from website**

(ON THE LETTER HEAD OF THE BIDDER).

To,  
The GGM (A&C)  
CONCOR

I/We ..... the authorized signatory of the

.....

(Name of the Company/Firm/Association) certify that no addition/modification/alteration has been made in the Original Document downloaded from the Website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)). If at any stage addition/modification/alteration is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original tender document, failing which CONCOR reserves the right to reject the tender and/or cancel the contract.

### Annexure-K

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

To

**M/s Container Corporation of India Limited,**

**GGM(A&C)**

NSIC New MDBP Building, 3rd Floor,

Okhla Industrial Estate (Opposite NSIC Okhla Metro Station),

New Delhi-110020.

#### **Sub: Total Payments Received**

It is to certify that contractual payment received from (client/clients as per table below) towards various works during current financial year and preceding three financial years as verified by us from Financial statements, client Form-16, Form 26AS (of bidder) etc. are as under:

SN	Financial Year	Contractual Payment Received (in Rs.)		
		(client-1)	(client-2)	(client-3)
	Name of the Client			
	Name of the Work Done			
1	FY 2020-21			
2	FY 2021-22			
3	FY 2022-23			
4	Current Financial Year (2023-24) upto the date of inviting of tender			
	Total			

Yours Sincerely

**Signature and Stamp of the Bidder**

(Name & sign of Chartered Accountant)  
(Seal of firm)

Date:

Member Registration Number:

Firm Registration No.:

Email:

Phone:

Fax:

UDIN:

**Note:**

(a) CONCOR may ask the tenderer for online verification of form26AS/Invoices or any other documents as may be deemed fit.



**Annexure-N**  
**Banker details for refund of EMD through E-payment**

Name of Work: .....

Name of contractor :

Name of Bank :

Address of Bank :

Type of Bank Account :

Bank Account No. :

MICR NO. :

RTGS Code (IFSC Code) :  
(Alphanumeric 11 digit code)

Bank Telephone :

One cheque duly cancelled (signature not required) :

Signature of contractor with office seal :