

**CENTRAL WAREHOUSING CORPORATION
(A Govt. of India Undertaking)**

No. CWC-CD/IX-SAMO/Rail Linked Domestic/Kalamboli/2016-17

Date: 23.02.2017

DETAILS OF QUERIES RAISED BY THE PARTIES AND REPLY THEREOF BY CENTRAL WAREHOUSING CORPORATION.

- Ref: 1. Tender No. CWC-CD/IX-SAMO/Rail Linked Domestic/Kalamboli/2016-17 dated 30.01.2017 for appointment of Strategic Alliance Management Operator for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated inside CWC-Kalamboli, Off. Mumbai-Pune Highway, NAVI MUMBAI-410218.
2. Pre-bid meeting held on 09.02.2017 at CWC, Corporate Office, New Delhi.
3. Letter no KCPL/CWC/2017/001 dated 09.02.2017 & 002 dated 09.02.2017 from M/s Kalburgi Cement Pvt. Ltd. & e-mail dated 13.02.2017 from M/s Ultratech Cement Ltd.

Query Raised by: M/s Ultratech Cement Ltd. and the reply of Corporation against the same				
Sl. No.	Pg. No.	Relevant Clause/Article	Query of the party	Reply of the Central Warehousing Corporation
(1)	(2)	(3)	(4)	(5)
1.	Pg. No. 2	Para No. 3: The proposal document would have to be necessarily procured by the bidder as a pre-condition to participate in the bidding process.	Volume I is a request for proposal. We have obtained from the websites Hence we have to submit acknowledgment, draft of which furnish on Page No. 4	No change. This is an online tender and bidder has to download the document from the website and upload the same through digital signature
2.	Pg. no. 5	Para 2: CWC and the Strategic Alliance Management Operator (SAMO) shall have to follow the provisions of Railways Act 1989 and any Rules Regulations, Polices framed thereunder and the applicable laws related to environment, labour laws and any other law as applicable for the concerned operation in its letter and spirit. The Corporation is in process to convert the existing rail siding	However, CWC is silent on the circumstances, if Indian Railway do not permit to lay down new track In the absence of due permission, CWC floating this tender. UTCL will have to check which document entitled CWC to float the tender and to give the right to enter into a contract with successful bidder	No change. CWC is already in process for signing of siding agreement and seeking permission for PFT for laying of new rail track which is expected soon

Page 1 of 7



		into PFT& seeking permission to lay new rail track from Indian Railways. The proposed new rail track shall be part of such PFT after it becomes Fit for operation or as the case may be. Any delay in getting the required permission (i.e PFT notification or permission for laying a new track) from the Indian Railways, shall not entitle the SAMO to claim any compensation/damages against the Corporation.		
		Cl.2 Definitions		
3.	Pg. No. 9	(ii) Bidder: Bidder shall mean and include a sole proprietorship concern registered partnership firm a company incorporated under companies Act 2013 or Bidding Consortium that has submitted a proposal in response to this request for proposal document	Bidder shall mean and include a sole proprietorship concern registered partnership firm a company incorporated under <u>Companies Act 1956</u> , under the Companies Act 2013 or Bidding Consortium that has submitted a proposal in response to this request for proposal document Or <u>Earlier companies act and under the Companies Act 2013</u> Or <u>Company registered and incorporated under Indian Companies Act</u> (These changes are required in the entire Tender document)	the word Companies Act 2013 may be read as " Companies Act"
4.	Pg. No. 22	6.2 Eligibility Criteria clause a) Annual Handling & transportation experience of minimum 1,25,000 MT of rail based exportable/imported/d omestic cargo/its own cargo in each of the last three financial years (2013-14, 2014-15 & 2015-16) and experience in running and operating	Criteria need to be clarified w.r.t Volumes or experience of Running train The required supporting document for same needs to be pre-defined.	Experience certificate for handling & transportation from customers under their signature stating satisfactory execution and completion of the contract[s] besides duly certifying the weight of cargo (MT) handled and transported , place of work and time period. For captive cargo bidder may submit certificate issued by the Indian Railway certifying handling/transportation of captive cargo or copy of railway receipt may be attached, declaring weight.



		trains on Indian Railway network		
5.	Pg. No. 25	Clause No. 7.1	<ol style="list-style-type: none"> 1. Period of 1 year to be considered as 2 yrs or Receipt of consent to operate. 2. Fixed Amount for the Development period to be waived or minimal nominal amount to be taken or ABC may be permitted to use the available siding for handling of their own cargo on manual basis. 3. Fixed Amount basis prevailing rate in the vicinity including Cement godown of Bharati in adjoining CCI siding equivalent to area under CWC is max 3 Crores. 4. Yearly Compoundable escalation of 6% is very high and same will make operations unviable in future years. Proposed % is 3% normal increase. 	<p>No change</p> <p>ABC will be allowed to use the available area for handling of their own cargo in any form (which also includes bagged cargo) without disturbing the other activities</p> <p>No change</p> <p>No change</p>
		Exhibit 9-		
6.	Pg. No. 41	Pt. 5 Conflict of interest: <p>The existing business operation of the bidder should not be in conflict with the requirement of CWC to ensure maximum utilization of the facility and maximum commercial benefits. <u>It is also made clear that the facility shall not be used other than for handling and transportation of its own/affiliates cargo</u> and also can't be used for any purpose which is conflicting with interest of the corporation</p>	<p>We will have to discuss and clarify that the referred use is for railway siding only or for the domestic side area. In facility definition, we are getting entire area of the domestic side.</p> <p>Hence permitted usage of the area to be received should have to be discussed precisely. (Can we specify the use of temporary storage and other relevant purposes)</p> <p>Installation of Silo and packagers will be included into the handling and transportations</p>	No change
		Exhibit 11		
7.	Pg. No. 45	Accounting year	Do we need to change the accounting year as per the latest changes announced by Govt of India	No change

 Page 3 of 7

8.	Pg. No. 54, 56 & 67	All the claim and due amount should be referred as "undisputed payment", "undisputed claim" and "undisputed dues"	<p>The word "undisputed" required to be added, as in case of failure, without considering the reason of failure to pay, CWC is holding a right to encash the BG immediately. Hence to protect the financial interest, we should convince the CWC to add the undisputed word. It also attracts the interest rate.</p> <p>The time period of three days is very short to comply with demand of any claim due to internal approvals. Hence it should get extended to 7 days.</p> <p>Ideally all expenses and agencies should be directly handled by ABC only.</p> <p>Page 49 Point f contradicts said point as all facilities are to be created by ABC. Seek clarification on the same.</p>	<p>No change</p> <p>It may be read as 03 working days</p> <p>No change</p> <p>No change</p>
9.	Pg. No. 59	<p>Article 9 - Force Majeure</p> <p>9.3 Any party desiring to invoke Force majeure shall notify the other party of the occurrence of the contingency in question.</p>	9.3: Any party desiring to invoke Force majeure shall notify the other party of the occurrence of the contingency in question and shall also notify about the cessation of Force majeure event.	No change
10	Pg. No. 60	<p>10.2 event of breach of agreement</p> <p>(i) Failure to maintain the PBG as required under the agreement in full enabling CWC to enforce the same at any time.</p>	The 15 days' time period should be offered to ABC to rectify the failure.	No change
11	Pg. No. 60 & 61	<p>Exit Clause</p> <p>Lock in Period if 5 years. Either party are having right to terminate the contract with one year notice.</p>	<p>Right to send notice for termination will get on 4th year or on the 5th year.</p> <p>Please get it clarified.</p>	No change
12	Pg. no. 62	<p>Article 14.2 - Arbitration</p> <p>Arbitrator to be appointed by the Managing Director. The venue of the arbitration shall be a place fixed by the arbitrator.</p>	<p>Article 13.2 - Arbitration:</p> <p>Arbitrator to be appointed with the mutual consent. Venue of the arbitration shall be Mumbai as located property is in Mumbai.</p>	No change

[Signature] Page 4 of 7

		discretion		
13.	Pg. No. 63	Article 14 - Governing Law & Jurisdiction: This agreement shall be construed and interpreted in accordance with and governed by the laws of India and the court at New Delhi.	This agreement shall be construed and interpreted in accordance with and governed by the laws of India and the court at <u>Mumbai</u> .	No change
14.	Pg. No. 68	Exhibit 12 : Bank Guarantee BG renewed every year with an additional claim period of six months. The BG for the 15 th year would carry validity of two years.	Since every year BG will get renew and will extend with an additional value. Hence the claim period on 15 th year should be six months instead to two years.	No change
15.	Pg. No. 79	Exhibit 15- Undertaking It is an undertaking pertaining to no administrative and/or criminal case pending against the director of the company before any court/authorized body.	Proposed format for Undertaking is enclosed herewith.	Exhibit-15 (<u>Undertaking</u>) The revised format of Exhibit-15 Undertaking is enclosed(uploaded on website).
16.	Page 5	Central Warehousing Corporation also reserves the right to change any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal and shall be posted on CWC's website	It has to be posted two/few defined days before to close the sale of Tender.	As per tender conditions.
17.	-	-	FSI For the Domestic area available FSI to be defined in the Tender document	Total FSI utilized is only 14% of the total area i.e 89951 sq mtr FSI permitted is not less than 60% as such sufficient FSI is available for other construction
18.	-	-	Area Post railway 3 rd line to be laid what is the available area. Layout map and area to be made available	No change As per clause 5.1 the bidder may visit the site for his/her satisfaction as mentioned in volume-II
19.	-	-	Water and Power Required water and Power requirement by ABC will be facilitated and provided by CWC	Water and power supply would be provided by the CWC and separate meter/installation would be made as per terms & condition of the tender As mentioned in clause 2 (n) at page no 50 and at clause b, article 6 at page no 55 of agreement (Exhibit-11)
20.	-	-	Loop Line for LOCO	No change This will be as per guidelines issued by

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			Loop line approx 90 mtrs for Loco to be considered as part of the approvals being sought from railways	the railway						
21.	-	-	Dedicated IN and Out Gate CWC to provide dedicated Entry and Exit Gate with width for movement of 2 trucks with safe distance parallelly	bidder may a visit site as per their requirement.						
22.	-	-	HFL High Flood Level to be defined and published by CWC	Bidder may visit site as per their requirement.						
23.	-	-	Bagged Cement Cargo Till approval and bulk cargo handling facility is set up . ABC may be permitted to operate own cargo on basis of manual operations.	Already clarified against the query related to clause 7.1 (pg No. 25) at point No. 2.						
24.	-	-	Altitude Height restriction is any to be defined for Handling facility to be created	The work may be carried out as per the Govt. guidelines from time to time.						
Query Raised by: M/s Kalburgi Cement Pvt. Ltd. and the reply of Corporation against the same										
25.	-	-	FSI As this facility is on lease given by the CIDCO what is the balance FSI available for entire CWC - Kalamboli facility?	Already Clarified at SL no 17 above.						
26.	Page No.5 Page No. 25	Para 2 Clause No 7.1 point No 1	As the SAMO has to build the third full length new railway track, first step will be to take railway approval before starting any construction activity for the third line? Can the date of issue of LOI be after receiving railway approval for construction of third line? SAMO can't start any construction activity before railway approval for construction of third line.	CWC is already in process for signing of siding agreement and seeking permission for PFT for laying of new rail track which is expected soon.						
27.	Page No. 22	Clause No 6.2	For the last three financial year (2013-14, 2014-15 & 2015-16) minimum annual turnover to be Rs 300 crore in each year M/s Kalburgi Cement Pvt Ltd is the fully own subsidiary of VICAD group and follow European practice of the calendar year as financial year (Jan to Dec.) and hence annual turnover considered for the financial year for April to March may be relaxed for	1. Where tenderer is following the calendar year for preparation of Accounts then the financial year may be read as under. <table border="1" data-bbox="1015 1675 1360 1885"> <thead> <tr> <th>Financial year</th> <th>To be read as follows</th> </tr> </thead> <tbody> <tr> <td>2013-14</td> <td>Year ending as on 31 12 2013</td> </tr> <tr> <td>2014-15</td> <td>Year ending as on 31 12 2014</td> </tr> </tbody> </table>	Financial year	To be read as follows	2013-14	Year ending as on 31 12 2013	2014-15	Year ending as on 31 12 2014
Financial year	To be read as follows									
2013-14	Year ending as on 31 12 2013									
2014-15	Year ending as on 31 12 2014									

			<p>Jan to Dec or else the annual turnover is to be considered for minimum Rs 300 crore in the financial year considering April to March in each year i.e. 2013-14, 2014-15 & 2015-16</p>	<table border="1"> <tr> <td data-bbox="982 197 1169 247">2015-16</td> <td data-bbox="1169 197 1404 247">Year ending as on 31 12 2015</td> </tr> </table>	2015-16	Year ending as on 31 12 2015	<p>2 For net worth purposes net worth as on 31 03 2016 and as on 31 12 2015 can be given as the case may be</p> <p>If the audited report of 2015-16/accounting year ending 31 12 2015 is not available, the audited report of 2012-13/accounting year ending 31 12 2012 will be taken into consideration"</p> <p>3 If the audited report of 2015-16/accounting year ending 31 12 2015 is not available the net worth as on 31 03 2015/accounting year ending 31 12 2014 will be taken into consideration"</p> <p>4 The turnover in each of the last three financial year to be read as "average of the last three financial year"</p>
2015-16	Year ending as on 31 12 2015						



(S S Sood)
General Manager (Proj)

EXHIBIT-15

UNDERTAKING

(OF NO PENDING CASE/NON-CONVICTION OF ANY OFFENSE)

I _____, S/oD/o _____, resident of _____ employed as _____ in the capacity of Director/Owner of the company/partner of the partnership firm do hereby certify that there are no administrative and/or criminal case pending **in the last six months** before any court/authorized body, against me/any of partner of firm/any of directors of Company/ Joint Venture/Consortium/in the name of firm.

Date:

(Authorized Signatory)

