



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



Tender No. CWC/RO-DLI/ICD-Loni/BLC Tender/2017-18

Date: 19.05.2017

**TENDER FOR PROVIDING BLC RAKES ON OPERATING LEASE BASIS TO CWC FOR RUNNING CONTAINER TRAINS FROM ICD-LONI (GHAZIABAD) TO GATEWAY PORT OF JNP AND VICE-VERSA ON INDIAN RAILWAY NETWORK ON REVENUE SHARING BASIS.**

**CENTRAL WAREHOUSING CORPORATION**

(A GOVT. OF INDIA UNDERTAKING)

**REGIONAL OFFICE**

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**DELHI-110092**

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**Note:** Besides the above NIT (i.e. Press Note) of 1 page and Detailed NIT (5 pages) are also the part of this tender document.



## **REQUEST FOR PROPOSAL (RFP)**

### **Details of Tender:**

1. The Tender document is valid only for the applicant who has downloaded the document from the Website mentioned in the e-Tender Notice/ NIT dated **19.05.2017**. The tender document would have to be necessarily downloaded by the Bidder as a pre-condition for participation in the bidding process.
2. The Tenderer is required to furnish a self-certificate certifying that they have not been black listed by any Central/State Govt., PSU/Local self-Govt./Govt. Department/Autonomous body as on the date of submission of the tender documents.
3. The tenderer should upload the scanned copies of documents required to be submitted duly notarized in support of eligibility criteria along with the bid.
4. Submission of false, dubious, forged or tampered documents by the Tenderer shall lead to the disqualification of the tender and action as deemed fit (including forfeiture of EMD) by the Corporation shall be taken against such erring Tenderer.



## ACKNOWLEDGEMENT

(to be e-mailed to [rmdli@cewacor.nic.in](mailto:rmdli@cewacor.nic.in) on downloading of this Document)

**The Regional Manager,  
Central Warehousing Corporation  
Scope Minar, Core-3, 1<sup>st</sup> Floor,  
Laxmi Nagar Distt. Centre,  
DELHI-110092**

|   |   |
|---|---|
| <b>“Request for Proposal”<br/>document downloaded</b> | <b>TENDER FOR PROVIDING BLC<br/>RAKES ON OPERATING LEASE<br/>BASIS TO CWC FOR RUNNING<br/>CONTAINER TRAINS FROM<br/>ICD-LONI (GHAZIABAD) TO<br/>GATEWAY PORTS OF JNP AND<br/>VICE-VERSA ON INDIAN<br/>RAILWAY NETWORK ON<br/>REVENUE SHARING BASIS.</b> |
| <b>Name of the Bidder</b>                             |   |
| <b>Designation</b>                                    |   |
| <b>Address</b>  |   |
| <b>Signature</b>                                      |   |
| <b>Date of Downloading</b>                            |   |



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**DISCLAIMER**

CWC makes no representation or warranty as to the accuracy and completeness of the information and/or projections contained in this document or provided to any party by CWC or any other person. CWC shall have no liability for any statements, opinions, information and matters (expressed or implied) arising out of, contained in or derived from, or for any omission from this document or any other written or oral communication transmitted to the party in relation to this tender.

Though adequate care has been taken in the preparation of this Request for Proposal, document, the tenderer should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately.

**Central Warehousing Corporation reserves the right to reject any or all of the proposals submitted in response to this Request for Proposal or otherwise not to proceed with the bidding at any time without assigning any reasons whatsoever, at any stage of evaluation of bids.**

**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 <http://www.cewacor.nic.in> and CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) for the benefit of the Tenderers who have downloaded the Tender from the website. It is informed that it is the sole responsibility of tenderers to check the said websites / CPP portal website for such changes, if any, with reference to this tender before submitting the Tender. If they fail to do so, CWC shall in no way be liable for the same. However, in any case such changes/ clarifications shall be posted on the website latest by seven days prior to the last date and time for downloading prescribed in the tender notice.**

**Regional Manager,  
Central Warehousing Corporation  
Scope Minar, Core-3, 1<sup>st</sup> Floor,  
Laxmi Nagar Distt. Centre,  
DELHI-110092**

**Fax No. : 91-11-22444375  
Phone : 91-11-22444334/22041294  
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**1. INTRODUCTION**

This bid document (hereinafter referred to as the Tender document) has been prepared by Central Warehousing Corporation (CWC) for the benefit of the tenderers to enable them to participate in the tender process.

Central Warehousing Corporation (CWC) intends to invite e-tenders from the interested parties engaged in the business of Container Train Operations / Leasing of railway wagons who can provide BLC rakes on operating lease basis to CWC for providing BLC rakes on operating lease basis to CWC for running container trains from ICD-Loni (Ghaziabad) to gateway ports of JNP and vice-versa on Indian railway network on revenue sharing basis.

The CWC has been running container trains between ICD-Loni & JNP since 2007. For Loni-Mundra/Pipavav sector EXIM containers are moved through the trains of other Container Train Operators (CTOs). The container traffic (during 2016-17) for ICD-Loni – JNP Sector was **1846** TEUs export and **3016** TEUs import. CWC also rails out EXIM containers of other CTOs/Lines. This container traffic may increase or decrease depending upon the market conditions and it does not give any guarantee for any committed volume.

The Estimated annual value of the freight receipts from Container Train Operations for the year 2016-17 is Rs **15** crore which may vary based on market conditions.

**2. DEFINITIONS**

**(i) Affiliate:**

A company shall be an affiliate of another in the following circumstances:

If the Company is a Subsidiary or Holding Company of the other under the provisions of the Companies Act, 2013,

**OR**

If the company has a control over the other's operations and hold(s) not less than 26% of the voting shares, either directly or indirectly, in the other or vice versa. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event the percentage of holding would be considered on proportionate terms.

**(ii) Bidding Consortium:**



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If the Bid for the tender is made jointly by more than one entity, then the group of entities shall be referred to as a Bidding Consortium.

**(iii) BLC rakes:**

Rake means an undisturbed train formation largely with or without containers including Brake Van.

BLC rakes are high speed low belt container flat wagons conforming to RDSO standards/requirement of Indian Railways.

**(iv) Container:**

Container means an article of transport equipment specially designed to facilitate the carriage of goods by one or more modes of transport without intermediate re-loading and handled as unit load.

**(v) Corporation:**

The term 'CORPORATION' or 'CENTRAL WAREHOUSING CORPORATION' or 'CWC' wherever occurs, shall mean CENTRAL WAREHOUSING CORPORATION established under the WAREHOUSING CORPORATIONS ACT, 1962 and shall include its administrators, successors and assigns.

**(vi) Gross Margin**

Gross Margin will mean the freight charges (exclusive of taxes/duties) payable by customers towards the containers transported on wagons leased from the Lessor minus the operational expenses (inclusive of taxes / duties) towards (a) haulage payable to Railways as per notified tariff including for empty flats not carrying loaded or empty containers; (b) Siding charges; (c) Shunting and Stabling charges; (d) TXR Examination charges, if any; (e) Any other charges payable by CWC to Railways or the Private Siding Owners. The CENVAT credit utilized on said inputs will be considered as credit for the computation of Gross Margin.

**(vii) Lead Member:**

The member of the Bidding Consortium declared by Member Entities as the Lead Member.

**(viii) Managing Director:**

'Managing Director' shall mean the Managing Director of Central Warehousing Corporation.



**(ix) Member Entity:**

Each entity in the Bidding Consortium shall be referred to as a Member Entity. A registered partnership firm can also be allowed as a Member Entity of the Bidding Consortium provided a Lead Member of the Bidding Consortium shall be a corporate entity.

**(x) Proposal:**

The proposal submitted by the prospective tenderers in response to this Request for proposal issued by CWC.

**(xi) Regional Manager:**

For operational purpose, 'Regional Manager' shall mean the Regional Manager of Central Warehousing Corporation having administrative control over the facility/terminal.

**(xii) Tenderer:**

Tenderer shall mean and include a Sole proprietorship concern, Registered Partnership firm, a Company incorporated under the Companies Act or Bidding Consortium that has submitted a Proposal in response to this Request for Proposal/Document.

### **3. INTRODUCTION & BACKGROUND**

#### **3.1 Objectives**

CWC has signed Concession Agreement with Indian Railway Administration, Govt. of India and holds category-1 licence to run container trains on Indian Railway network on Pan India basis.

Presently CWC is running container trains with leased BLC rakes between ICD-Loni and JNP on revenue sharing basis.

The CWC's objective through this tender is to hire BLC rakes on operating lease basis for running container trains by it from ICD-Loni (Ghaziabad) to gateway ports of JNP and vice-versa on Indian railway network on revenue sharing basis. The revenue sharing will be on Gross Margin.





### **3.2 Proposed Time Table:**

The important milestones regarding the selection process and the envisaged time schedule are presented below:

| <b>S.No.</b> | <b>Particulars</b>  | <b>Envisaged Schedule</b>   |
|--------------|---|---|
| 1            | Documents downloading date & time                                     | From 10:00 hrs on <b>19.05.2017</b> upto 14:00 hrs on <b>20.06.2017</b> |
| 2. (a)       | Last date and time of online bid submission                           | Upto 15:00 hrs <b>22.06.2017</b>  |
| 2. (b)       | Last date and time for submission of EMD, Tender fee & Processing Fee | Upto 15:00 hrs on <b>22.06.2017</b>                                     |
| 3            | Last date and time for seeking Enquiries/Clarifications               | 17:00 hrs on <b>01.06.2017</b> at Regional Office, Delhi.               |
| 4            | Last date and time for giving clarifications by CWC                   | 17:00 hrs on <b>15.06.2017</b>  |
| 5            | Date & time of online Technical Bid opening i.e. Step 1               | At 15:30 hrs on <b>22.06.2017</b>                                       |
| 6            | Date & time of online Financial Bid opening i.e. Step 2               | Will be intimated later on.   |

**NOTE:** If the date fixed for opening of proposal happens to be holiday or declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.

## **4. DESCRIPTION OF THE SELECTION PROCESS**

### **4.1 SELECTION PROCESS:**

The selection process would consist of the online submission of tender by the interested parties in response to the NIT/Tender. Evaluation of tenders will be done in two steps.

**Step 1: Preliminary scrutiny of technical bids & evaluation of technical bids**

**Step 2: Evaluation of price bid.**

#### **Preliminary scrutiny of bids**

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which



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do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and to be ignored during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed
- (ii) The bid is not legible;
- (iii) Required EMD and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in **Financial bid (Exhibit-5)**.
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.
- (vii) The bidders who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission.

Only the bids which are not unresponsive shall be taken up for further evaluation.

**Further evaluation of Stage: I Technical Bid**

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time of 15 days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

The Missing document to be submitted should not be of a date later than the date of submission of original bid, however the pre-contract integrity pact as per Exhibit-14 and Affidavit of proprietary firm as per Exhibit-18 submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.



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- (c) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The tenderer has the option to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

**Procedure to be followed for obtaining missing documents & specific clarification:**

- (i) An Icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Financial Bid.
- (ii) Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
- (iii) After entering the details of clarification / missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular clarification / missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the Corporation.
- (iv) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also



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submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.

- (v) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.
- (vi) After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.

#### **4.2 ASSESSMENT OF CONDITIONS:**

**Conditional tenders/offers shall be liable for rejection.**

#### **4.3 STEP 2 - EVALUATION OF FINANCIAL BID**

Financial Bids in respect of the tenderers declared as technically qualified in **Step-1** evaluation, will be opened. Financial Bid will be ranked on the basis of Lease Rentals quoted on Revenue Sharing basis as percentage of Gross Margin. The tenderers having quoted lowest rates of operating lease charges will be ranked **L1** and will be selected. Subsequent tenderers shall be ranked **L2, L3** and so on.

### **PROCEDURE TO BE FOLLOWED**

#### **5.0 ENQUIRIES & CLARIFICATIONS:**

Enquiries, if any, can be addressed to:

**Regional Manager**  
**Central Warehousing Corporation**  
**Scope Minar, Core-3, 1<sup>st</sup> Floor**  
**Laxmi Nagar Distt. Centre**  
**DELHI-110092**

**Fax No.** : 91-11-22444375  
**Phone** : 91-11-22444334/22041294  
**E.Mail** : [rmdli@cewacor.nic.in](mailto:rmdli@cewacor.nic.in)

All clarifications that are received on or before 17:00 hours on **01.06.2017** shall be addressed by CWC in writing. CWC shall aggregate all such clarifications and shall prepare a response, which shall be posted on the website [www.cewacor.nic.in](http://www.cewacor.nic.in). **It may be noted that queries in writing would be**



entertained only from those parties who have downloaded this Document.

**Request for clarifications received after 17:00 hours on 01.06.2017 shall not be entertained.**

## **5.1 SUBMISSION OF THE PROPOSAL:**

The tenderer shall submit its offer in electronic format on the website [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc), on or before the scheduled date and time as mentioned at 3.2 above. Submission of tenders after the scheduled date and time will not be possible. **No offer in physical form will be accepted** and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. Tenderers will have to submit the Tender Fee, Processing Fee and EMD as prescribed in the tender document.

**Tenders not accompanied with all Exhibits/Annexures duly filled in and signed by the authorized signatory alongwith scanned copies of supporting documents duly notarised shall be liable to be rejected.**

## **5.2 INITIALLING OF THE PROPOSALS:**

**Each page** of the proposal should be initialed by the **authorized signatory** of the Bidder **and same be serially numbered.**

## **5.3 OPENING OF PROPOSALS**

**The Technical Bid (Step 1)** of the proposal would be opened on the date and time as specified in para 3.2 above at the Regional Office, Delhi, in the presence of one representative from each tenderer, if deputed. The details regarding the tenderer, as provided in the **Covering Letter (Exhibit -1)** would be read out.

## **5.4 INSTRUCTIONS TO TENDERERS**

All Tenderers should note the following:

1. The Tenders that are incomplete/conditional in any respect would be liable for rejection.
2. All communications and information should be provided in writing and in English language only.
3. All the communications and information provided should be legible.



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4. No change in or supplementary information to a Tender after its submission shall be accepted. However, Central Warehousing Corporation reserves the right to seek additional information from the Tenderers, if necessary during the course of evaluation of the Tender. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Central Warehousing Corporation will be a ground for rejecting the Tender.
5. For a Bidding Consortium, the Tender submitted by the Consortium should contain signed letters (duly notarized) submitted by each of the member entities, stating that the entire Tender has been examined and each key element of the Tender is agreed to.
6. The Tenderer should designate one person “Authorized Signatory” to represent the Tenderer in dealing with Central Warehousing Corporation. This designated person should be authorized to sign the tender and perform any other task including, but not limited to sharing of information, responding to enquiries, entering into contractual commitments, settlement of Bill/Claims, running of rakes, Railways coordination etc.

In case of registered partnership firm and a company, the person whose digital signatures are used should be the authorised signatory holding the Power Of Attorney (POA).

7. If any information furnished by the tenderer(s) is found to be false at any stage of tendering process or subsequent to the award of the contract, the tenderer/awardee can be treated as disqualified and his contract/consideration of tender is liable to be rejected/terminated.
8. It may also be understood clearly by the tenderers that minimum 2(two) BLC Rakes with brake vans will be required to be provided by the tenderer within 30 days of demand from CWC, however, the requirement of BLC rakes may increase or decrease at any point of time as per the operational/trade requirements. The corporation does not guarantee any volume of work and no claim on this account shall lie against the Corporation.
9. Tenderer may be required to provide the desired minimum numbers of BLC rakes with brake van initially on award of work at the earliest possible but not later than 30 days. Replacement will be made in case of routine overhaul (ROH) and periodic overhaul (POH) before sending the rake for ROH/POH. Further tenderer may be required to provide additional rakes as and when required by CWC within 30 days of receipt of demand from CWC in writing or by an extended date. The BLC rakes should be provided at the desired site on Indian Railway network at their cost. Any delay in providing of BLC rakes as per the time schedule shall expose the bidder to liquidated damages.



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The successful tenderer shall provide the BLC rakes within the time schedule given as above to the satisfaction of CWC and obtain a certificate thereof from CWC. In the event of failure to provide required BLC rakes within the time schedule, the successful tenderer shall pay to CWC as compensation (liquidated damages) @ Rs.20,000/- per rake per day.

In case tenderer does not own the brake van(s) he may also bid for the tender but he has to arrange the brake van(s) from railways/appropriate authority at his own expense.

10. The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this Request for Proposal or which do not contain the Covering Letter and Letters of Commitment from each of the Member Entities in case of a Bidding Consortium as per the specified formats would be considered non-responsive and would be liable for rejection.
11. No entity including its affiliate can propose to be a member of more than one Bidding Consortium for submission of the Proposal for the said work.
12. In case of a Registered Partnership Firm, the composition of the partnership firm and names and addresses of the partners shall be disclosed.
13. The tenderer will have to sign a **pre-contract integrity pact** as per **Exhibit-10**.
14. The tenderer shall be deemed to have inspected the terminal site (s) including the available facilities and conditions prevailing thereon, before quoting the rates. For visit to any site the tenderer may contact the Regional Manager, Delhi. No cost incurred by the tenderers in preparing their tender or attending inspection of the terminal site will be reimbursed by CWC.

### **5.5 VALIDITY OF TERMS OF THE PROPOSAL:**

Each Proposal shall be deemed to be a firm and irrevocable offer, and **shall remain valid and open for a period of 120 days from the last date for submission of the proposal as laid down in this RFP document**. However, CWC may solicit the tenderer's consent for extension of the period of validity. The request and response shall be in writing. A Bidder accepting CWC's request for extension of validity shall not be permitted to modify his proposal in any other respect.



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## **5.6 PERIOD OF CONTRACT:**

The period of contract will be 5 (five) years from the date of commencement of Container Train Operations and **extendable for one year on the same terms & conditions at the discretion of CWC.**

## **5.7 FEES AND DEPOSITS TO BE PAID BY THE TENDERERS:**

### **1. Tender fee (non-refundable and non-adjustable):**

#### **i) By way of Demand Draft –**

A crossed demand draft for Rs. **30,000/- (Rupees Thirty Thousand only)** towards tender fee issued by any Nationalized Bank / Scheduled Bank drawn in favour of **“Central Warehousing Corporation”** and payable at New Delhi to be submitted physically by the tenderer to Regional Office, Delhi by post or courier so as to reach by Scheduled date and time. Scanned copy of above DD to be uploaded alongwith Technical Bid.

**ii) By way of NEFT** - Through the bank by downloading the challans available in the website. This mode of payment may take two to four working days, hence, the tenderers are advised to ensure that the payment reaches in concerned account by scheduled date and time. Payments shall be subject to realization by due date and time. Proof of the payment to be uploaded with technical bid.

### **2. Processing fee (non-refundable and non-adjustable):**

An amount of **Rs.5750/-(Rupees five thousand seven hundred fifty only)** in favour of M/s KSEDC Ltd. payable at Bangalore towards processing fee shall be paid through any one of the following mode:

**i) By way of E-payment** - By using credit card/debit card and through internet banking. Payment shall be subject to realization by due date and time. Proof of the payment to be uploaded.

**ii) By way of NEFT** - Through the bank by downloading the challans available in the website. This mode of payment may take two to four





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working days, hence, the bidders are advised to ensure that the payment reaches in concerned account by scheduled date and time. Payments shall be subject to realization by due date and time. Proof of the payment to be uploaded.

### **3. Earnest Money Deposit (EMD):**

The EMD of **Rs. 10,00,000/- (Rupees ten lakh only)** shall be paid in Indian Rupees only through any one of the following modes:

- i) By way of Demand Draft – A cross Demand Draft for Rs. 10,00,000/- (Rupees ten lakh only) issued by any Nationalized Bank / Scheduled Bank drawn in favour of “**Central Warehousing Corporation**” and payable at New Delhi to be submitted physically by the tenderers to Regional Office, Delhi by post or courier so as to reach by scheduled date and time. Scanned copy of above DD to be uploaded alongwith Technical Bid.**
- ii) By way of RTGS – The EMD can also be deposited through RTGS as per details given below:-**

Name of the Bank : PUNJAB NATIONAL BANK  
Branch : SCOPE TOWER, LAXMI NAGAR, DELHI  
IFSC Code Number : PUNB0420000  
Bank Account Number : 4200000100049651

Scanned copy of UTR Ref. No. in support of payment made through RTGS be uploaded with technical bid.

No proposal shall be considered which is not accompanied by the required Tender Fee, Processing Fee and Earnest Money Deposit.

In the event of tenderer withdrawing his offer before the expiry of the validity period/not taking over the work after acceptance of proposal by the tenderer, EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with him or debar the tenderer to participate in all future tender enquiries with CWC based on the merit of each case upto a period of five years without prejudice to any other rights and remedies available with CWC under the agreement and law. The decision of Managing Director in this matter shall be final and binding upon the tenderer.



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Earnest Money Deposit of the unsuccessful tenderer shall be returned after finalization of the tender and award of contract. No interest shall be payable on the amount of Earnest Money in any case. The Earnest Money Deposit of the successful tenderer shall be refunded/adjusted within 30 days after the execution of the agreement and furnishing of the required bank guarantee/Security Deposit.

### **5.8 SECURITY DEPOSIT:**

The successful Tenderer shall be required to deposit an amount of **Rs. 50,00,000/- (Rupees fifty lakh only)** as Security Deposit either by Demand Draft in favour of “Central Warehousing Corporation” payable at New Delhi from a Nationalized/ Scheduled bank or through Bank Guarantee issued by a Nationalized bank/Scheduled bank, in the format prescribed by the Central Warehousing Corporation as per Exhibit-9. The Bank Guarantee shall be valid for an initial period of two years with additional claim period of six months and shall be renewed from time to time 3 months before the expiry of Bank Guarantee, in advance during the entire period of this agreement.

### **5.9 AGREEMENT**

The successful Tenderer will be required to sign the Agreement with the Central Warehousing Corporation within the time period specified in Letter of Award in the format as per **Exhibit-6**.

**5.10** The Tenderer shall lease out the required number of BLC rakes to CWC on operating lease on revenue (gross margin) sharing basis.

### **5.11 GENERAL TERMS & CONDITION**

- I)** Central Warehousing Corporation will provide or arrange the terminal facilities to operate the container trains.
- II)** The BLC rakes with Brake Vans as per RDSO specification shall be arranged by the tenderer. Periodical examination of the train as required will be got done by the tenderer.
- III)** The booking of the containers will be done by Central Warehousing Corporation and trains will be operated on CWC licence on IR Network.
- IV)** The tenderer shall maintain proper and periodical liaisoning with concerned railway authorities to facilitate smooth flow of trains on Indian Railway network and the respective terminals.



- V) The tenderer shall not assign or transfer or sub-contract its right or obligations under this contract without the prior permission of the Central Warehousing Corporation.
- VI) Both the parties by mutual consent in writing shall be entitled to make such changes as may be necessary in any of the clauses of the agreement, without **in any manner affecting the financial interest of the Corporation.**

### **6.ELIGIBILITY CRITERIA**

- 6.1 The tenderer should possess the authorisation/license from Indian Railways/appropriate authority for operating/leasing the BLC rakes. The copy of such authorisation/licence issued by Indian Railways/appropriate authority be enclosed with the tender document.
- 6.2. The tenderer should have annual average turnover of Rs.8 crore during the preceding three financial years i.e. **2013-14, 2014-15 & 2015-16**. The copy of audited Profit and Loss Account and Balance Sheet for these years be enclosed with the tender document. In case audited accounts of **2015-16** cannot be submitted, the same can be submitted for **2012-13**.
- 6.3. The tenderer shall provide adequate and competent Managerial staff with them in order to facilitate the train operations at ICD-Loni/JNPT at their cost. The acceptance for same be enclosed.
- 6.4. The tenderer should submit the profile of their company/firm/organisation, as per **Exhibit-8**.
- 6.5. The tenderer should have minimum of one year experience in the field of running the containers trains on Indian Railways network or leasing of railway wagons during last three years. A certificate from a Chartered Accountant firm in practice certifying experience as tenderers experience of container train operations/leasing of wagons and revenues earned from the operations be enclosed as proof.
- 6.6 The tenderer should submit self-Certificate duly signed by the authorized signatory certifying that they have not been blacklisted by any Central/State Govt./PSU/Local Self-Govt./Govt. Department/Autonomous body as on the date of submission of tender document.
- 6.7 In case of a partnership firm the tenderer should submit Power of attorney duly executed in favour of signatory authorizing him to sign the tender document. In case of a company the resolution of the



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Board for participating in the said tender and copy of Power of Attorney in favour of authorised signatory be enclosed.

- 6.8** The tenderer should own minimum 03 (Three) BLC rakes with brake vans and should submit the proof of ownership there against. The tenderer should be able to provide minimum two BLC rakes with brake vans to CWC within 30 days of demand for transportation of containers which can be increased or decreased within the period of contract as per the requirement of CWC. The bidders will provide/ position the requisite trains at the place of requirement to be intimated by the Corporation.

In case tenderer does not own the brake van(s) he may also bid for the tender but he has to arrange the brake van(s) from railways/appropriate authority at his own expense. A commitment letter to this effect be enclosed.

- 6.9** The tenderer should submit constitution of firm if the tenderer is a registered partnership firm and a partnership deed. If the tenderer is a company the Memorandum of Association and Articles of Association be enclosed.
- 6.10** The tenderer should submit the self-attested copy of its PAN.
- 6.11** Payment of Tender Fee, Processing Fee and Earnest Money as mentioned in clause-5.7 (1), (2) & (3) respectively.
- 6.12** The tenderer should submit the self-attested copy of PAN based service tax registration certificate.
- 6.13** Solvency certificate from a Scheduled Bank/ Nationalized Bank equivalent to an amount of **Rs. 55,00,000/- (Rupees fifty five lakh only)** be enclosed as per the **Exhibit-7**.

**NOTE:** For the convenience of tenderers, the eligibility criteria has also been reproduced at Exhibit-11.

**7. A) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A SOLE PROPRIETORSHIP CONCERN:**

If the tender is submitted by a sole proprietorship concern, it shall be signed by the proprietor himself above his full name and the name of his concern with its current address.

**B) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A REGISTERED PARTNERSHIP FIRM:**



If the tender is submitted by a registered partnership firm, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the Bid/proposal, in which case a certified copy of the Power of Attorney shall accompany the Bid/proposal. A certified copy of partnership deed, certificate of its registration with the Registrar of Firms, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the Bid/proposal.

### **C) SUBMISSION OF PROPOSAL BY A COMPANY**

The proposal should also contain copy of Memorandum of Association (MoA) and Article of Association (AoA) by the company participating in the tender enquiry alongwith a resolution of the Board for participation in the tender. The copy of Power of Attorney in favour of the authorized signatory be also enclosed.

### **D) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A CONSORTIUM**

1. The proposal for pre-qualification bid shall contain a copy of the Memorandum of Understanding (MOU) entered into between the Member Entities, as per the principles of MOU specified in **Exhibit-3** and the letter of commitment from Member Entities as per **Exhibit-4**.
2. In the absence of such a document, the proposal would be considered and evaluated as one from an individual member entity alone, submitting the proposal.
3. Any change in the composition of the consortium or the proposed role of member entities after submission of the proposal would be recognized and permitted by CWC only if such change is in the opinion and discretion of CWC not prejudicial to the strengths of the consortium as was evaluated earlier.
4. CWC reserves the right to reject any proposal pursuant to a change in the composition of the bidding consortium without giving any reasons whatsoever.

## **8. PRIORITY OF CONTRACT DOCUMENTS**



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Unless otherwise provided in the Agreement, the stipulation in the various documents forming a part of the agreement are found to be in variation in any respect then, unless a different intention appears, the provision (s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

1. Agreement
2. LoI
3. Letter of Acceptance
4. Special Conditions of Contract
5. Conditions of Tender
6. Instruction to the tenderers
7. General Terms & Conditions
8. Any other document forming part of the contract.



**EXHIBIT-1**  
**FORMAT OF THE COVERING LETTER**

The covering letter is to be submitted by the tenderer, along with the Proposal for Technical qualification)

Date:

Place:

**The Regional Manager**  
**Central Warehousing Corporation**  
**Regional office**  
**Scope Minar, Core-3, 1<sup>st</sup> Floor,**  
**Laxmi Nagar Distt. Centre**  
**Delhi-110092**

Dear Sir,

**Sub: Tender for providing BLC rakes on operating lease basis to CWC for running container trains from ICD-Loni (Ghaziabad) to Gateway Ports of JNP and vice-versa on Indian railway network on revenue sharing basis- reg.**

Please find enclosed herewith our Proposal in respect of the above cited tender, in response to the Request for proposal ("RFP") document downloaded by us on \_\_\_\_\_

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the RFP. The proposal is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 (one hundred & twenty) days from the last date of submission of the proposal as laid down in this RFP document. However, CWC may solicit our consent for extension of period of validity of the bid.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by CWC and in any subsequent communication sent by CWC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission



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as stated in the RFP or in any of the subsequent communications from CWC.

3. **(Required only in case of a Bidding Consortium)** Our proposal includes a Memorandum of Understanding as required in **Exhibit-3**, Letters of Commitment, consistent with the format as specified in the **Exhibit-4** of RFP, from all the Member Entities.
4. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. The tenderer satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. We as the tenderer, designate Mr./Ms.\_\_\_\_\_ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the tenderer in respect of the work as specified in the tender.
7. A crossed demand draft No.----- dated ----- of **Rs. 30,000/- (Rs. Thirty thousand only.)** towards tender fee in favour of **“Central Warehousing Corporation”** issued by the \_\_\_\_\_ bank payable at New Delhi is also submitted along with the proposal.

OR

Payment made through NEFT. Proof of the same enclosed.

8. A crossed demand draft No.----- dated-----of **Rs. 10,00,000 (Rupees Ten Lakh only )** towards EMD in favour of “Central Warehousing Corporation,” issued by the \_\_\_\_\_ bank payable at New Delhi is also enclosed with the proposal.

OR

Payment made through RTGS. Proof of the same enclosed.

9. An amount of of **Rs. 5,750/- (Rs. Five Thousand Seven Hundred**





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**Fifty only.)** towards processing fee in favour of KSEDC Ltd. has been made through E-payment. Proof of the same enclosed.

OR

Payment made through NEFT. Proof of the same enclosed.

For and on behalf of:

Signature/(s) :

Name of the Person/(s):  
(Authorised Signatory/Signatories)

Designation/(s):



**EXHIBIT-2**  
**DESCRIPTION OF THE TENDERER**

|    |  |                               |
|----|--|-------------------------------|
| A. | Name & address of the Tenderer   |                               |
| B. | Sole proprietorship, Registered Partnership Firm, Company or Bidding Consortium                                      | [Please specify the category] |
| C. | Date of Registration of the Firm. Composition of the Registered Partnership Firm and Name, Addresses of all Partners |                               |
| D. | Date of Incorporation of a Company and address of Registered Office and details of Board of Directors                |                               |
| E. | Name of the Lead Member in the case of Bidding Consortium  |                               |
| F. | PAN Card & Service Tax Registration NO. of the Tenderer  |                               |

| S. No. | Name of the Member Entity of consortium | Role as per the MOU signed by and between all the Member Entities |
|--------|---|---|
| 1      |   |   |
| 2      |   |   |
| 3      |   |   |
| 4      |   |   |

For and on behalf of:  
Signature  
(Authorized Signatory)  
Name of the Person:  
Designation:



### **EXHIBIT-3**

## **PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBER ENTITIES OF A BIDDING CONSORTIUM**

The principles based on which the Memorandum of Understanding (MOU) shall be executed between/among the Member Entities of a Bidding Consortium, are stated below:

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the work specified in the tender.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the CWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CWC without the prior written approval of CWC, which CWC may refuse if in CWC's opinion such withdrawal will be prejudicial to the interest of CWC.
9. (a) The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CWC, Special Purpose Vehicle shall not undertake any other activity without the prior approval of CWC; (b) the Lead member shall hold minimum of 40% of the voting shares in the Special Purpose Vehicle and out of the balance at least 20% of the voting shares shall be held by other Member Entities and (c) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CWC shall continue without any change.



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**EXHIBIT-4**  
**FORMAT OF THE LETTER OF COMMITMENT**

(The Letters of Commitment shall be submitted by each of the Member Entities of the Bidding Consortium whose strengths are to be considered for evaluation)

Date:

Place:

**The Regional Manager**  
**Central Warehousing Corporation**  
**Regional office**  
**Scope Minar, Core-3, 1<sup>st</sup> Floor,**  
**Laxmi Nagar Distt. Centre**  
**Delhi-110092**

Dear Sir,

**Sub: Tender for providing BLC rakes on operating lease basis to CWC for running container trains from ICD-Loni (Ghaziabad) to Gateway Ports of JNP and vice-versa on Indian railway network on revenue sharing basis- reg.**

This has reference to the Proposal being submitted by \_\_\_\_\_ (name of the Lead Member), in response to the Request for Proposal (“RFP”) document downloaded by us on \_\_\_\_\_ / issued by the Central Warehousing Corporation on \_\_\_\_\_.

We hereby confirm the following:

1. We \_\_\_\_\_ (name of the Member Entity), have examined in detail and have understood and satisfied ourselves regarding the contents including the following:

- The “Request for Proposal” document issued by CWC
- All subsequent communications between CWC and the Bidding Consortium represented by \_\_\_\_\_ (name of the Lead Member);
- The MOU signed between/among \_\_\_\_\_ (name(s) of member entities; and
- The proposal being submitted by \_\_\_\_\_ (name of the Lead Member).



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2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (here give a brief description of the role) in the work as specified in the Proposal. If \_\_\_\_\_ (name of the Bidding Consortium) is awarded the work we shall perform our role as outlined in the Proposal to the best of our abilities.
3. The nature of our legal relationship with the Member Entities of the Bidding Consortium is specified in the Proposal, as per the requirements stated in the RFP.
4. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with CWC.
5. We therefore request CWC to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Proposal.

For and on behalf of:  
Signature  
(Authorized Signatory)

Name of the Person:  
Designation:



**EXHIBIT - 5**  
**FORMAT FOR FINANCIAL BID**

**Tender for providing BLC rakes on operating lease basis to CWC for running container trains from ICD-Loni (Ghaziabad) to Gateway Port of JNP and vice-versa on Indian railway network on revenue sharing basis.**

**SPECIMEN**

|          |   |   |
|----------|---|---|
| <b>A</b> | <u>Operating Lease</u><br><u>Charges for Lease of</u><br><u>BLC Rakes for Loni-JNP-</u><br><u>Loni sector (as</u><br><u>percentage of Gross</u><br><u>Margin)</u> | <p style="text-align: right;">.....%</p> <p>(in words):</p> <p style="text-align: right;">.....percent)</p> |
|----------|---|---|

**NOTE:**

1. The rates should be quoted in figure as well as in words. If there is any discrepancy in the rates quoted in figure and in words, the rates quoted in words will be considered.
2. **This format is for specimen purpose. Rate not to be quoted on this.**
3. Tenderer should fill the rates only in the prescribed Microsoft Excel format of financial bid.
4. The rates to be quoted are exclusive of taxes and duties (VAT/Service Tax/GST) which shall be paid by the Corporation as applicable.
5. The taxes/duties chargeable as on date of submission of the bid be stated as a note. However, taxes and duties shall not be considered for the purpose of evaluation of Financial Bid.

For and on behalf of:  
Signature  
(Authorized Signatory)  
Name of the Person:  
Designation:



**EXHIBIT - 6**

**AGREEMENT**

This Agreement Executed at..... this ..... day of ..... Between M/s ..... (Lessor) having its registered office at ..... (hereinafter referred to as ..... Which expression shall, unless it be repugnant to the context or meaning therefore, be deemed to mean and include their legal representatives, administrators, heirs, executors, successors and assigns) acting through its ..... of the FIRST PART.

**AND**

**CENTRAL WAREHOUSING CORPORATION**, (a Government of India Undertaking) having its Corporate Office at Warehousing Bhawan, 4/1 Siri Institutional Area, August Kranti Marg, New Delhi-110016 (hereinafter referred to as “**CWC**”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) acting through its Managing Director of the SECOND PART.

AND WHEREAS CWC has entered into a Concession Agreement with the Railway Administration, Government of India on 04.01.2007 (hereinafter referred to as the “Master Agreement”) to operate Container Trains as Category I operator as defined in the Master Agreement.

AND WHEREAS ..... (hereinafter referred to as Lessor), is in the field of rail transportation of containers, which has been opened to private sector participation by Indian Railway and/or is in possession of BLC rakes required for leasing out to CWC.

AND WHEREAS ..... (hereinafter referred to as Lessor), has the capability to provide BLC rakes on Lease basis to CWC.

AND WHEREAS CWC has represented that it is a leading service provider/infrastructural developer carrying on the business of development, operations and management of warehouses, Container freight Stations/Inland Clearance Depots and logistics provider under a single window concept and it is in the business of Container Train Operations.



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**AND WHEREAS CWC** has further represented that it is in need of BLC rakes for the purpose of container train operations on Loni-JNPT-Loni as per the operational requirement and it has offered to take on operating Lease basis in terms of this Agreement, the Full Trains (BLC rakes with Brake Van) (..... Nos.) owned by ..... and more specifically described in Annexure “B” hereinafter, and/or full trains (BLC rakes with Brake Van) as may be acquired by ..... and agreed to be taken on Lease by CWC for the purposes of transportation of cargo on container trains.

**AND WHEREAS** relying upon such representations made by CWC, for efficient utilization of the business capabilities and equipment held by ..... has agreed to provide to CWC, full Train (BLC rakes with Brake Van) held by ..... and more specifically described in Annexure “A” hereinafter, in accordance with and subject to the terms and conditions agreed to between the parties contained herein.

AND WHEREAS CWC at present operates its container trains from ICD Loni on Loni-JNP sector, the successful tenderer M/s .....(Lessor) may be asked by CWC to provide rakes for Loni-JNP-Loni sector on Indian Railways Network. CWC can also change the rail terminal to any designated place other than ICD Loni in the business interest of the Corporation.

**NOW WHEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**ARTICLE – 1: DEFINITION AND INTERPRETATION**

- i. Agreement** means the Operating Lease Agreement entered between CWC and ..... alongwith its accompaniments as amended from time to time.
- ii. Applicable Laws** means all laws, including rules, directions, guidelines, regulations, and notifications made there under and having the force of law, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect in India during the subsistence of this Agreement.
- iii. Applicable Permits** means all clearances, permits, authorizations, no objection certificates, consents and approvals exemptions required to be obtained or maintained under Applicable Laws in connection with the performance of this agreement.





- iv. BLC Rake:** Rake means an undisturbed train formation largely with or without containers including Brake Van.
- BLC rakes are high speed low belt container flat wagons conforming to RDSO standards/requirement of Indian Railways.
- v. Brake Van** means a guard's van with brakes and other equipments and attached normally at the end of the train.
- vi. Category I** means the entire Rail Network in relation to both Exim Traffic and Domestic Traffic.
- vii. Category** ..... shall have the same meaning as provided for in Article 1 of the Master Agreement. (Extract of the Master Agreement showing definition of various categories enclosed as Annexure-A).
- viii. Container** means an article of transport equipment specially designed to facilitate the carriage of goods by one or more modes of transport without intermediate re-loading and handled as unit load.
- ix. Effective Date** means ..... when this agreement shall be deemed to have become effective.
- x. Full Train** means a rake consisting of forty five BLC wagons or as may be decided by Indian Railways from time to time with Brake Van, excluding Containers.
- xi. Gross Margin** will mean the freight charges (exclusive of taxes/duties) payable by customers towards the containers transported on wagons leased from the lessor minus the operational expenses (including taxes / duties) towards (a) haulage payable to Railways as per notified tariff including for empty flats not carrying loaded or empty containers; (b) Siding charges; (c) Shunting and Stabling charges; (d) TXR Examination charges, if any;; (e) Any other charges payable by CWC to Railways or the Private Siding Owners. The CENVAT credit utilized on said inputs will be considered as credit for the computation of Gross Margin.
- xii. ICD** means inland clearance depot with or without a rail link by having Customs notified area.
- xiii. Master Agreement** means the Concession Agreement entered into between Central Warehousing Corporation and Railway Administration dated 4<sup>th</sup> January, 2007 for operating container trains on Pan India basis under Category-I.
- xiv. Year** shall mean financial year commencing from 1<sup>st</sup> April and ending with 31<sup>st</sup> March.

## 1.2 Interpretation



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- 1.2.1.** In this Agreement, unless the context otherwise requires;
- a) reference to any legislation or any provision thereof shall include amendment or re-enactment or consolidation or such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
  - b) reference to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
  - c) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
  - d) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to ” whether or not they are followed by such phrases;
  - e) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
  - f) any reference to day shall mean a reference to a calendar day as per the Gregorian Calendar;
  - g) reference to “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in India are generally open for business;
  - h) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar provisions and schedules;
  - i) any reference at any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such day or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
  - j) the words importing singular shall include plural and vice versa;
  - k) reference to any gender shall include the other and the neutral gender;
  - l) any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-parts shall not operate so as to increase liabilities or obligations of the parties;
  - m) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to



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this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;

- n) Recitals to the Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- o) Reference to Recitals, Articles, Clauses, Sub-clause or sub-parts in this Agreement shall, except where the context otherwise requires, mean reference to Recitals, Articles, Clauses, Sub-clauses and sub-parts of or to this Agreement; and
- p) Any and all capitalized terms used, but not defined, herein shall have the meaning ascribed to the term under the Railways Act, if any.

1.2.2 Any word or expression used in this Agreement shall, unless otherwise defined or construed in the Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

### 1.3 Measurements and Arithmetic Convention

All measurements and calculations shall be in the metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

## ARTICLE – 2 : TERMS OF THE AGREEMENT

- 2.1 ..... shall make available Full Train(s) (BLC rakes with brake vans) to CWC on operating lease for using the same in the manner as provided in this agreement. However, if the lessor M/s.....does not own brake van they can arrange the same from Railways/appropriate authorities at their own expense.
- 2.2 The terms of the agreement is for a total period of five years from the date of commencement of container train operations with the leased rakes provided by M/s \_\_\_\_\_ on operating lease, extendable **for one year on the same terms & conditions at the discretion of CWC.**
- 2.3 Either party can terminate the agreement by serving six months' notice. It is however, made clear that during this period i.e. the notice period the tenderer shall continue to provide BLC rakes in terms of the provisions of the Agreement.
- 2.4 RFP document will be part of this agreement.

## ARTICLE – 3: SCOPE OF WORK

- 3.1 The scope of work to be governed by the terms and conditions of this Agreement shall include owning minimum 03 (Three) nos.



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BLC rakes by M/s \_\_\_\_\_ for providing BLC rakes on operating lease basis to CWC for running container trains from ICD-Loni (Ghaziabad) to Gateway Ports of JNP and vice-versa on Indian railway network on revenue sharing basis. Minimum 2 (two) BLC rakes with brake vans will be provided/positioned by the tenderer on demand from CWC within 30 days of date of demand. The number of rakes can be increased or decreased by CWC depending upon the market conditions. The additional rake(s) shall be provided at the same rates, terms & conditions of this Agreement.”

**ARTICLE – 4: TRAIN OPERATIONS**

- 4.1 The parties hereby agree and understand that for the purpose of Business Development, CWC shall be carrying out Train Operations by running Container Trains for which it has been authorized under the Master Agreement. The parties further understand and agree that if CWC is required to purchase Rakes, it shall be free to do so on its own.
- 4.2 The Parties hereby agree and undertake to cooperate with each other for effectively carrying out Container Train Operations as per the terms and conditions of this Agreement.
- 4.3 M/s. \_\_\_\_\_(Lessor) hereby undertakes and warrants to provide/position **minimum 2 (two) BLC rakes with brake vans** at the earliest possible but not later than 30 days of the date of demand made by CWC and that replacement will be made in case of routine overhaul (ROH) and periodic overhaul (POH) before sending the rake for ROH/POH. M/s\_\_\_\_\_ (Lessor) further undertakes to provide additional train/rakes as and when required by CWC within 30 days on receipt of demand from CWC in writing or by an extended date at any site on IR network at their cost. Any delay in providing of BLC rakes as per the time schedule shall expose the bidder to liquidated damages.
- 4.4 M/s\_\_\_\_\_ (Lessor) shall provide the BLC rakes within the time schedule given at article-4.3 above to the satisfaction of CWC and obtain a certificate thereof from CWC. In the event of failure to provide required BLC rakes within the time schedule, the lessor shall pay to CWC as compensation (liquidated damages) @ Rs.20,000/- per rake per day.
- 4.5 M/s..... (Lessor) shall be responsible for ensuring that the full Train with Brake Van provided/positioned by them meets all the necessary RDSO standards / Requirements of the Indian Railways either



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prescribed under the Master Agreement or under any Applicable Law or any other standards/rules.

- 4.6 The full Trains with Brake Van shall be provided by M/s. \_\_\_\_\_ (Lessor) to CWC for a period \_\_\_\_\_ years from the date of commencement of container train operations with rakes leased by M/s \_\_\_\_\_ (Lessor), extendable for a period of \_\_\_\_\_ year.
1. The Lease Charges for use of the Full Trains (BLC rakes) together with the required Brake Vans shall be paid by CWC to Lessor @ \_\_\_\_\_ % of the Gross Margin earned from the train operations, as defined in Sub-clause 4 & 5 here-in-below.
  2.
    - a) The Lease Charges by way of sharing of Gross Margin payable by CWC to M/s ..... shall be exclusive of taxes and duties (VAT/Service Tax/GST) as may be applicable thereon.
    - b) Income Tax as applicable from time to time as per the Income Tax Act will be deducted from the bills. In case the lessor is exempted from deduction of Income Tax, then he is required to produce certificate from the Income Tax Authorities indicating clearly that no tax at source be deducted from the lessor against the said contract. Such a certificate shall have to be obtained at the commencement of each Financial Year.
    - c) All other taxes/levies/fees/charges payable to any Government body/Local body in respect of leasing of wagons shall be paid by the lessor and no claim what so ever shall lie against the Corporation on this account.
  3. It is agreed that at no point of time the amount payable by way of lease charges (exclusive of taxes and duties, VAT/service tax/GST) by CWC to M/s .....(Lessor) shall exceed more than .....% of the gross margin.
  4. It is agreed that if the Gross Margin (as defined in the Article-1 (xi)) goes in negative, it shall be recoverable to the extent of \_\_\_\_\_ % of the gross margin from M/s.....(Lessor). The recoverable amount shall be deposited within 15 days from the date of raising of the demand by the Corporation, failing which the Corporation shall be at its liberty to recover the amount from the dues payable to the party from the lease charges and security deposit. Tariff relating to import/export is attached at Annexure- C & D respectively for reference which are subject to revision from time to time.
  5. It is agreed that the gross margin shall be computed as per the definitions prescribed under Article 1 (xi).
  6. Payment of lease Charges by way of gross margin sharing ratio shall be made by CWC to M/s .....(Lessor) on receipt of the monthly bill. The bills shall be raised by M/s..... (Lessor) to the respective Regional Manager of CWC duly verified by the concerned Site Manager. Payment of such bills shall be made by CWC to M/s ..... (Lessor) within 15 days of the submission of Bills at the



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Regional Office. The tenderer has to furnish the following information (a) PAN No. (b) Bank A/C number (c) Name and Address of the Bank (d) IFSC/NEFT Code of the Bank for e-payment.

7. It shall be ensured by M/s..... (Lessor) that the BLC rakes should conform to the specification and requirement of Indian railway. The container train shall move under the flag of CWC. The normal repair and maintenance expenditure is on account of railways from which the haulage charges are being paid by CWC. In case any other special repair and maintenance arising out of defects/warrantees of BLC rakes etc. **is to be undertaken, the same** shall be on account of M/s..... (Lessor)
8. M/s.....(Lessor) shall be solely and exclusively responsible for any query raised by any third party or any Government/ Indian railway in relation to the quality/specification or arising due to manufacturing defects of the BLC rakes whereas CWC shall be responsible for any queries raised due to operational handling of rakes.
9. Insurance of BLC rakes (except for cargo) shall be undertaken by M/s.....(Lessor) at their own cost and CWC shall not be responsible for any loss/damage arising out of any accident due to movement/natural risks.
10. M/s..... (Lessor) confirms that Full Trains with Brake Van delivered/to be provided to CWC are not subject to any litigation nor any dispute is pending before any authority. The full trains (BLC rakes) in question are free from any ownership defects.
- 4.7 CWC shall be solely and exclusively responsible to adhere to the provision contained in the Master Agreement in so far as they govern the train operations and to carry out its obligations mentioned therein.
- 4.8 CWC further undertakes to obtain and keep valid all such Applicable Permits (including renewals as may be required from time to time) as are necessarily required for carrying out its obligations under this Agreement and under the Master Agreement.
- 4.9 CWC shall at all times, allow M/s.....(Lessor) to have its managerial staff at a mutually agreed place enabling M/s.....(Lessor) to supervise, assist and coordinate with CWC/Railways in carrying out the Train Operations effectively and in time at their own cost.
- 4.10 M/s.....(Lessor) & CWC further agree and undertake to hold Meetings at regional level to discuss the difficulties/problems being faced in conducting Train Operations, the monthly expenses incurred in conducting the Train Operations and to discuss any other issues(s) as



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may be agreed between the Parties. These Monthly Meetings shall be held at respective Regional Offices of CWC or at any other location as may be mutually convenient. However, no such meeting shall be held without giving 7 days prior written notice of such meeting to either party.

- 4.11 The Haulage Charges and other operational expenses shall be paid by CWC and shall be taken into account to arrive at Gross Margin. CWC at Regional Office level shall maintain records of the haulage charges and other operational expenses for each month. The details required by Lessor to verify the Gross Margin shall be made available by CWC.
- 4.12 Notwithstanding anything contained in this Article, the obligations contained in this Agreement shall be in addition to the obligation of either Party under their respective Concession Agreement/Leasing licences and wherever a conflict arises in relation to any issue affecting implementation and or smooth running of Train Operations, the respective Concession Agreements shall guide the same in case this Agreement is silent on any such issue.

**ARTICLE – 5: SECURITY DEPOSIT**

M/s \_\_\_\_\_ (Lessor) shall be required to deposit an amount of **Rs. 50,00,000/- (Rupees fifty lakh only)** as Security Deposit either by Demand Draft in favour of “Central Warehousing Corporation” payable at New Delhi from a Nationalized/ Scheduled bank or through Bank Guarantee issued by a Nationalized/Scheduled bank, in the format prescribed by the Central Warehousing Corporation as per Exhibit-9. The Bank Guarantee shall be valid for an initial period of two years with additional claim period of six months and shall be renewed from time to time 3 months before the expiry of Bank Guarantee, in advance, during the entire period of this agreement.

**ARTICLE – 6: TERMINATION**

- 6.1 The Agreement shall terminate on the following events:
- i). By efflux of time on the expiry of the period of the Agreement unless the Agreement is extended for a further period in terms of Article-2.
  - ii). At the discretion of CWC for breach on the part of lessor as provided in Clause 6.2 mentioned below.



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- 6.2 The lessor shall be in breach of the Agreement in the following events of defaults:
- i). Failure to provide BLC rakes as per the specifications of Indian Railways on time as required by CWC from time to time.
  - ii).
    - a) The lessor abandoning or unilaterally withdrawing from the Agreement.
    - b) If the successful tenderer fails to perform or discharge any of its obligation under the provisions of the contract.
    - c) The representation made, or documents/certificates submitted or warranties given by the successful tenderer during the tendering stage or during the currency of the contract is/are found to be false or misleading.
    - d) The successful tenderer is adjudicated bankrupt or become insolvent.
    - e) The successful tenderer assigns or transfer the equipment to any third party without permission from CWC.
    - f) If there is any change in control/ownership of the successful tenderer arising from sale, assignment, transfer without prior permission of CWC.

6.3 Either party can terminate the Agreement by serving 6 months notice. It is, however, made clear that during the notice period, the lessor shall continue to provide BLC rakes in terms of the provisions of the Agreement.

**ARTICLE – 7: DISPUTE RESOLUTION**

**7.1 Amicable Resolution**

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (ii) below.
- (ii) A Joint Committee with equal number of representatives from CWC and M/s..... (Lessor) shall be constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of representatives of M/s..... concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle





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free operations so long as the overall structure of this agreement does not change.

**7.2 ARBITRATION**

In case the parties fail to arrive at any satisfactory resolution, all disputes and differences arising out of or in any way touching or concerning this agreement, whatsoever, shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he had to deal with the matter to which the agreement relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to this agreement. The venue of arbitration shall be at such place as may be fixed by the sole Arbitrator in his sole discretion.

The work under the agreement shall, if reasonably possible, continue during the arbitration proceedings and no amount payable to CWC shall be withheld on such proceedings by the Lessor. The operating lease charges shall be determined based on the Gross Margin.

The costs of arbitration shall be borne by the parties as per the decision of the Arbitrator. Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings under this clause.

**EXPLANATION:-**

For the purpose of this clause, the expression 'MANAGING DIRECTOR' shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation, New Delhi.

**IN WITNESS WHEREOF** the parties have signed this Agreement to this.....day of.....

**For CENTRAL WAREHOUSING**

**CORPORATION**

**ON BEHALF OF THE LESSOR**

**Signature:**

**Signature:**

Name : \_\_\_\_\_

Name:

**Witnesses:**

**Witnesses:**

i) Name:

i) Name:

Address:

Address:

Signature:

Signature:



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ii) Name:

Address:

Signature:

ii) Name:

Address:

Signature:



**ANNEXURE-A**

**Definition of category 1, 2, 3 & 4 as mentioned in the Concession Agreement between Railway Administration, Government of India and Central Warehousing Corporation, reproduced as under;**

“Category 1” means the entire Rail Network in relation to both Exim Traffic and Domestic Traffic:

“Category 2” means in relation to:

- A. Exim Traffic, the entire Rail Network which connects the J.N.Port, Mumbai Port to any location, excluding any location in and/or reached via the NCR; and
- B. Domestic Traffic, the entire Rail Network excluding any traffic which originates and also terminates at ‘a’ location on or reached via the NCR Route. For the avoidance of doubt this shall not restrict any Domestic Traffic where only either of the originating or terminating location are located on or reached via the NCR Route;

“Category 3” means in relation to:

- A. Exim Traffic, the entire Rail Network which connects the ports of Pipavav, Mundra, Chennai, Ennore, Vizag, Kochi to any location; and
- B. Domestic Traffic, the entire Rail Network excluding any traffic which originates and also terminates at a location on or reached via the NCR Route. For the avoidance of doubt this shall not restrict any Domestic Traffic where only either of the originating or terminating location are located on or reached via the NCR Route;

“Category 4” means in relation to:

- A. Exim Traffic, the entire Rail Network which connects ports like Kandla, New Mangalore, Tuticorin, Haldia, Kolkata, Paradip and Mormugao to any location; and
- B. Domestic Traffic, the entire Rail Network excluding any traffic which originates and also terminates at a location on or reached via the NCR Route. For the avoidance of doubt this shall not restrict any Domestic Traffic where only either of the originating or terminating location are located on or reached via the NCR Route;



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**ANNEXURE-B**

**Description of BLC rakes for providing to CWC on operating lease basis.**

1. It is confirmed that the tenderer own minimum 03 (Three) BLC rakes and shall be able to provide minimum 02 (two) BLC rakes with the brake van to CWC within 30 days of demand by CWC. The number of BLC rakes can be increased or decreased within the period of contract as per requirement of CWC.
2. It is confirmed that BLC rakes offered for lease conform to RDSO standards/requirement of Indian Railways.

**3. Details of BLC rakes**

| <b>Rake No.</b> | <b>Details of the wagons and brake van<br/>(Sl.No. of each wagon /<br/>Brake van to be given)</b> | <b>Particulars of<br/>licence issued by<br/>appropriate<br/>authority</b> |
|-----------------|---|---|
|                 |   |   |
|                 |   |   |

For and on behalf of:  
Signature  
(Authorized Signatory)

Name of the Person:  
Designation:



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**Annexure-C**

**CWC REVISED TARIFF W.E.F. 13.04.2016 FOR RAIL MOVEMENT FROM JNPT/NSICT/GTI TO ICD, LONI.**

| <b>IMPORT</b>                 |  |                                    |       |
|-------------------------------|--|------------------------------------|-------|
| <b>JNPT/NSICT/GTI TO LONI</b> | <b>REVISED RATE NON - HAZARDOUS (RS)</b> | <b>REVISED RATE HAZARDOUS (RS)</b> |       |
| <b>20' CONTAINER</b>          |  |                                    |       |
| 1                             | UPTO 10 MT                               | 33000                              | 39600 |
| 2                             | > 10 – 20 MT                             | 40000                              | 48000 |
| 3                             | > 20 – 26 MT                             | 49500                              | 59400 |
| 4                             | > 26 - 30 MT                             | 55500                              | 66600 |
| 5                             | > 30 -31 MT                              | 59500                              | 71400 |
|                               | <b>Empty Container</b>                   | <b>21500</b>                       | --    |
| <b>40' CONTAINER</b>          |  |                                    |       |
| 1                             | UPTO 20 MT                               | 58000                              | 69600 |
| 2                             | > 20 MT-60 MT                            | 68000                              | 81600 |
|                               | <b>Empty Container</b>                   | <b>39000</b>                       | --    |

**NOTES :**

1. The weight mentioned above is Gross Weight.
2. The above tariff is exclusive of all taxes i.e. Service Tax, Education Cess etc. which shall be charged extra.
3. The containers railed out after 00 hrs. of **13.04.2016** shall be charged on revised rates.
4. The Tare Weight of 20' container & 40' container will be taken 2.3 & 4.1 MT respectively, unless the Shipping Lines declare the actual tare weight of individual container at the time of booking.



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**Annexure-D**

**EXPORT CONTAINERS IWB CHARGES REVISED TARIFF W.E.F.10.05.2015 at ICD-PPG**

| EXPORT        |            |                    |                  |
|---------------|------------|--------------------|------------------|
| LONI to JNPT  |            | Rate-Non Hazardous | Rates- Hazardous |
| 20' Container |            |                    |                  |
| 1             | Upto 10 MT | 25000              | 30000            |
| 2             | >10-20 MT  | 31000              | 37200            |
| 3             | >20-26 MT  | 36500              | 43800            |
| 4             | >26-30 MT  | 42500              | 51000            |
| 5             | >30 MT     | 46000              | 55200            |
| 40' Container |            |                    |                  |
| 1             | UPTO 20 MT | 44500              | 53400            |
| 2             | >20 MT     | 55500              | 66600            |

**EMPTY CONTAINERS MOVEMENT REVISED TARIFF W.E.F. 28.01.2015 FROM ICD PPG TO JNPT THROUGH ICD-LONI ON CWC TRAINS**

|           |          |  |
|-----------|----------|--|
| EMPTY 20' | 15350.00 | (Composite rate)+service tax as applicable will be extra |
| EMPTY 40' | 29650.00 |  |

**Service Tax as applicable**

**Notes :**

The Hazardous Charges are 20% extra over the Non-Hazardous.

- 1.The Weight mentioned above is Gross Weight.
2. The weight mentioned above is gross weight i.e.(cargo weight + container tare)
3. The rules for charging rail tariff for 20' containers exceeding 30MT gross weight, loaded on rail wagon flats having rated carrying capacity of 60 tonnes will remain unchanged.
4. Rules & surcharge related to acceptance & carriage of hazardous / dangerous cargo laden container will remain unchanged, as existing .
5. Other existing Rules/ procedures will remain unchanged.
- 6.Export THC-20'- Rs.1850/- 40'-Rs.3250/-
- 7.Import THC-20'-Rs.2400, 40'-Rs.4250/-



**EXHIBIT – 7 FORMAT OF SOLVENCY CERTIFICATE FROM A  
SCHEDULED / NATIONALISED BANK**

This is to certify that to the best of our knowledge and Information that M/s.\_\_\_\_\_ having marginally noted address, a customer of our bank are/is respectable and can be treated as good/solvent for any engagement upto a limit of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the Bank

**NOTE:**

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



**EXHIBIT – 8 PROFILE OF THE TENDERER**

1. a) Name
- b) Country of incorporation
- c) Address of the corporate headquarters and its branch office (s), if any in India.
  
2. Brief description of the tender including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the tenderer (Lead member in case of Consortium) who will serve as the point of contact/communication with CWC.
  - a) Name :
  - b) Designation :
  - c) Company :
  - d) Address :
  - e) Telephone Number :
  - f) E-mail Address :
  - g) Fax Number :
  
4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Tenderer:
  - a) Name :
  - b) Designation :
  - c) Address :
  - d) Phone No. :
  - e) Fax No. :

**5. In case of a Consortium:**

- a) The information above (1-4) should be provided for all the members of the consortium.
- b) Information regarding role of each member should be provided as per table below:

| Sl.No. | Name of Member entity | Role as per MoU |
|--------|-----------------------|-----------------|
| 1.     |                       |                 |
| 2.     |                       |                 |
| 3.     |                       |                 |
| 4.     |                       |                 |





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6. No. of Employees :

7. Net worth, Turnover and profit for last three financial years (in case of Consortium, the details of lead member to be given). The copy of audited account be enclosed.

|           | Net worth | Turnover | Profit |
|-----------|-----------|----------|--------|
| 2013-14 : |           |          |        |
| 2014-15 : |           |          |        |
| 2015-16 : |           |          |        |

Note : In case audited Account of 2015-16 on the above cannot be submitted, the same can be submitted for 2012-13.

Signature of Power of Attorney Holder (s).....

Name:.....

Designation:.....

Date:.....

Phone No.:.....

Fax No.:.....

Seal





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\_\_\_\_\_ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_).

1. We (**indicate the name of Bank**) undertake to pay to the **Beneficiary** any money so demanded notwithstanding any dispute or disputes raised by the **Obligator** \_\_\_\_\_ in any suit or proceedings pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Obligator** \_\_\_\_\_ shall have no claim against us for making such payment.

2. We (**indicate the name of Bank**)\_\_\_\_\_further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the **Beneficiary** under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Beneficiary certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Obligator** \_\_\_\_\_ and accordingly, discharges under this guarantee, Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

3. We, (**indicate the name of the Bank**) \_\_\_\_\_ further agree with the **Beneficiary** that the **Beneficiary** shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said **Obligator** \_\_\_\_\_ from time to time or to postpone for any time or from time to time any of the powers exercisable by the **Beneficiary** against the said **Obligator** \_\_\_\_\_ and to forbear or enforce any of the terms & conditions relating to 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 **Obligator** \_\_\_\_\_ or for any forbearance, act or omission on the part of the **Beneficiary** any indulgence by the **Beneficiary** to the said **Obligator** \_\_\_\_\_ or by any such matter or thing, whatsoever which under the law



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relating to sureties would, not for this provision, have effect of so relieving us.

4. This bank guarantee will not be discharged due to the change in the constitution of the bank or the **Obligator** \_\_\_\_\_.
5. This bank guarantee will remain operative not only for the entire period of the contract and the extended period, if any, but also for a minimum period of one year even after completion/termination of the contract or till Beneficiary certifies that the terms & condition of the said agreement have been fully and properly carried out by the said **Obligator** \_\_\_\_\_ so as to satisfy the claims of the **Beneficiary** against the **Obligator** \_\_\_\_\_ if any for the contract to which the guarantee relates.
6. We **(indicate the name of the bank)** \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary in writing.
7. This branch (Guarantee Issuing branch) is competent to issue this guarantee and is also empowered to encash the claim of the Beneficiary without reference to or prior approval of higher level or higher officer (s) of the Bank.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for  
\_\_\_\_\_.

**(indicate the name of the bank)**



## **EXHIBIT 10- PRE-CONTRACT INTEGRITY PACT**

### **General**

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi, acting through Regional Manager, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint an operator for providing BLC rakes to be run by CWC from ICD-Loni/any other terminal to different gateway ports and vice-versa or any other sector on Indian railway on revenue (gross margin) share basis and the BIDDER is willing to execute the items of work /Section as per schedule of work, the work order issued General conditions of the contract of CWC.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm constituted in accordance with the relevant law in the matter and the corporation is a PSU performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

### **NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-  
Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and  
Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the



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CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

1. **Commitments of the Corporation**

- 1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. **Commitments of Bidders**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-



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- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



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- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of **Rs. 10,00,000/- (Rs. Ten Lakh only)** (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments:
- (i) Bank Draft in favour of Central Warehousing Corporation, payable at New Delhi.





- 5.2 Any other mode or through any other instrument (to be specified in the NIT).
- 5.3 The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract
- 5.4 No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Security Deposit/performance guarantee for the period of its currency and upto their validity.

6. **Sanctions for Violations**

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.



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- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATON with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.1 The CORPORATION will be entitled to take all or any of the actions mentioned at para 6 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.2 The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.



**7 Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Corporation, if the contract has already been concluded.

**8 Independent Monitor**

- 8.1 The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors)
- 8.2 For this pact, in consultation with the Central Vigilance Commission. Shri Diwan Chand Arya, Flat No. B2A-102, Golf Link Residency, Sector-18-B, Dwarka, Delhi-75 and Sh.Shahnawaz Ali, Flat No.301, SMR's Oosman Vinay Heights, Keshav Nagar, Mettuguda, Secunderabad-500 017 have been appointed.
- 8.3 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.4 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.5 Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.6 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Corporation.
- 8.7 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Corporation including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual



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obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.8 The Corporation 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.9 The Monitor will submit a written report to the designated Authority of Corporation within 8 to 10 weeks from the date of reference or intimation to him by the Corporation / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Corporation or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the Corporation.

**11 Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12 Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Corporation and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.



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12.2 Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

CORPORATION  
Name of the Officer  
Designation

BIDDER

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

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

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

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



## **EXHIBIT 11**

### **ELIGIBILITY CRITERIA**

- 6.1** The tenderer should possess the authorisation/license from Indian Railways/appropriate authority for operating/leasing the BLC rakes. The copy of such authorisation/licence issued by Indian Railways/appropriate authority be enclosed with the tender document.
- 6.2.** The tenderer should have annual average turnover of Rs. 08 crore (Rupees eight crore ony) during the preceding three financial years i.e. 2013-14, 2014-15 & 2015-16. The copy of audited Profit and Loss Account and Balance Sheet for these years be enclosed with the tender document. In case audited accounts of 2015-16 cannot be submitted, the same can be submitted for 2012-13.
- 6.3.** The tenderer shall provide adequate and competent Managerial staff with them in order to facilitate the train operations at ICD-Loni/JNPT, at their cost. The acceptance for same be enclosed.
- 6.4.** The tenderer should submit the profile of their company/firm/organisation, as per **Exhibit-8**.
- 6.5.** The tenderer should have minimum of one year experience in the field of running the containers trains on Indian Railways network or leasing of railway wagons during last three years. A certificate from a Chartered Accountant firm in practice certifying experience as tenderers experience of container train operations/leasing of wagons and revenues earned from the operations be enclosed as proof.
- 6.6** The tenderer should submit self-Certificate duly signed by the authorized signatory certifying that they have not been blacklisted by any Central/State Govt./PSU/Local Self-Govt./Govt. Department/Autonomous body as on the date of submission of tender document.
- 6.7** In case of a partnership firm the tenderer should submit Power of attorney duly executed in favour of signatory authorizing him to sign the tender document. In case of a company the resolution of the Board for participating in the said tender and copy of Power of Attorney in favour of authorised signatory be enclosed.



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**6.8** The tenderer should own minimum 03 (Three) BLC rakes with brake vans and should submit the proof of ownership there against. The tenderer should be able to provide minimum two BLC rakes with brake vans to CWC within 30 days of demand for transportation of containers which can be increased or decreased within the period of contract as per the requirement of CWC. The bidders will provide/position the requisite trains at the place of requirement to be intimated by the Corporation.

In case tenderer does not own the brake van(s) he may also bid for the tender but he has to arrange the brake van(s) from railways/appropriate authority at his own expense. A commitment letter to this effect be enclosed.

**6.9** The tenderer should submit constitution of firm if the tenderer is a registered partnership firm and a partnership deed. If the tenderer is a company the Memorandum of Association and Articles of Association be enclosed.

**6.10** The tenderer should submit the self-attested copy of its PAN.

**6.11** Payment of Tender Fee, Processing Fee and Earnest Money as mentioned in clause-5.7 (1), (2) & (3) respectively.

**6.12** The tenderer should submit the self-attested copy of PAN based service tax registration certificate.

**6.13** Solvency certificate from a Scheduled Bank/ Nationalized Bank equivalent to an amount of **Rs. 55,00,000/- (Rupees fifty five lakh only)**, be enclosed as per the Exhibit-7.



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## **Central Warehousing Corporation**

**(A Government of India Undertaking)**

**Regional office  
Scope Minar, Core-3, 1<sup>st</sup> floor,  
Laxmi Nagar Distt. Centre  
Delhi-110092**

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