

**APPOINTMENT OF
STRATEGIC ALLIANCE MANAGEMENT OPERATOR
(SAMO)
FOR**

**DOMESTIC RAIL LINKED INFRASTRUCTURE
SITUATED INSIDE CWC-KALAMBOLI, NAVI MUMBAI,
MAHARASHTRA-410218**

30th January, 2017

CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)
CORPORATE OFFICE,
4/1, SIRI INSTITUTIONAL AREA,
AUGUST KRANTI MARG,
HAUZ KHAZ,
NEW DELHI – 110016.

REQUEST FOR PROPOSAL

Details of Tender:

Strategic Alliance Management Operator(SAMO) for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated inside CWC-Kalamboli, Off. Mumbai-Pune Highway, NAVI MUMBAI-410218 as set out in the e-Tender Notice dated 30.01.2017.

Notes:

1. This Document is in two volumes:
Volume I: Request for Proposal
Volume II: Project Information
2. **Volume I** contains **79** pages i.e. page No. **03-81**.
Volume II contains **03** pages i.e. page No. **82-84**.
3. The proposal document is valid only for the applicant who has downloaded the document from the Websites mentioned in the e-Tender Notice/ NIT dated 30.01.2017. The proposal document would have to be necessarily procured by the Bidder as a pre-condition to participation in the bidding process.
4. The bidder is required to furnish a self-certificate certifying that they are not black listed in any Central/State Govt., PSU or local Govt. department/ autonomous body as on date of downloading of tender documents. **(Exhibit-16)**
5. The tenderer should upload the scanned copies of documents duly self-attested in support of eligibility criteria along with the bid. Any document uploaded even without self-attestation will be uploaded with digital signature and, therefore, any document uploaded with the digital signature shall be deemed to have been self-attested and shall be binding on the bidder.
6. Submission of false, dubious, forged or tampered documents by the bidder 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 bidder.

VOLUME-I
REQUEST FOR PROPOSAL

ACKNOWLEDGEMENT

(to be e-mailed to rmjnp@cewacor.nic.in on downloading of this Document)

**The General Manager (Project)
Central Warehousing Corporation
Corporate Office,
4/1, Siri Institutional Area,
August KrantiMarg,
HauzKhaz,
New Delhi – 110016**

“Request for Proposal document” downloaded for participation for centre, namely	DOMESTIC RAIL INFRASTRUCTURE SITUATED INSIDE CWC-KALAMBOLI, OFF MUMBAI-PUNE HIGHWAY, KALAMBOLI, NAVI MUMBAI 410218.
Name of the Bidder	
Address	
Signature	
Date of Downloading	

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 communications transmitted to the party in relation to the assets of the CFS, as the case may be.

CWC and the Strategic Alliance Management Operator (SAMO) shall have to follow the provisions of Railways Act 1989 and any Rules Regulations, Polices framed thereunder and the applicable laws related to environment, labour laws and any other law as applicable for the concerned operation in its letter and spirit. The Corporation is in process to convert the existing rail siding into PFT& seeking permission to lay new rail track from Indian Railways. The proposed new rail track shall be part of such PFT after it becomes Fit for operation or as the case may be. Any delay in getting the required permission (i.e. PFT notification or permission for laying a new track) from the Indian Railways, shall not entitle the SAMO to claim any compensation/damages against the Corporation.

Though adequate care has been taken in the preparation of this Request for Proposal, document, the Bidder 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. If no intimation is received by this office by the date mentioned in para 5.0, it shall be deemed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects.

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 for the benefit of such of the Tenderers who have downloaded the Tender from the website. It is informed that it is the sole responsibility of such bidders to check the website for such changes, if any, on the website with reference to this tender before submitting the Tender. Such changes will not be published in daily newspapers. If they fail to do so the 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 two days prior to close of sale of the Tender.

**The General Manager (Project)
Central Warehousing Corporation
Corporate Office,
4/1, Siri Institutional Area,
August Kranti Marg,
Hauz Khaz,
New Delhi - 110016**

Fax No. : 91-11-26967712.

Phone: 91-11-26611042. E.Mail: gmproject@cewacor.nic.in

1.1 INTRODUCTION

This bid document (hereinafter referred to as the 'proposal document') has been prepared by Central Warehousing Corporation (hereinafter referred to as the 'CWC') and the information contained in this document has been developed from publicly available sources. Bid document includes Request for Proposal along with Exhibits 1 to 17. Exhibit -11 is for proposed agreement which is integral part of the bid document. This document has been prepared to enable the bidders to participate in the tender process of Strategic Alliance for development, maintenance and operations of its Domestic Rail Linked Infrastructure situated inside CWC-Kalamboli complex, Off-Mumbai-Pune Highway, Kalamboli, **Navi Mumbai, Maharashtra-410218** initially for 15 years. It shall be extendable up to 5 years beyond the initial period of 15 years at the same terms and conditions by mutual consent of both the parties. However, the yearly escalation percent shall be negotiable after completion of initial period of 15 years of the agreement on the prevailing fixed amount so escalated (i.e. fixed amount for 15th year).

This document is solely for use by the bidder(s) who are interested in participating in the bidding process. The document has been prepared to inform bidders and to encourage them to make their own evaluation of the assets and facilities of the Domestic Rail Infrastructure situated inside CWC-Kalamboli. It does not mean to contain all the information that a prospective bidder may require. In all cases, bidders should conduct their own investigation and analysis of the assets, facilities and relevant data set out in this document.

1.2 CONFIDENTIALITY:

This document is confidential to the person ("party") who has downloaded a copy of this document. So too, all information provided to the party by CWC, shall be treated as confidential by the party. In accepting delivery of this document, the recipient party acknowledges and agrees to observe and cause all its employees, agents and representatives to observe and be responsible for each of them to observe such confidentiality at all times and undertakes not to use or disclose any such information other than for the sole purpose of enabling the Party to evaluate the undertaking and to make an offer for the development, maintenance and operation of subject assets.

1.3 STATUS OF THE DOCUMENTS:

This document is not an offer by CWC to sell or part away its assets and facilities in the CWC-Kalamboli Complex but is only an offer to offer an entity to provide services for development, maintenance & operations of Domestic Rail infrastructure situated inside CWC-Kalamboli and independently develop, design, engineer, finance, procure, construct, operate, maintain & manage further facilities at the Domestic Rail Infrastructure situated inside CWC-Kalamboli after laying a new rail track & setting up other required installations to the domestic yard situated inside CWC-Kalamboli to provide seamless services to customers to handle their cargo or to handle its own cargo. The

existing domestic rail track shall be in the joint domain of CWC and SAMO for the use of their respective rail operations i.e. as engine escape line and wagon shunting.

1.4 STATUS OF ENTIRE FACILITY:

This entire facility of CWC-Kalamboli has two full rake length railway track. One of the track is at EXIM side along with warehouse, the other track is at domestic side without warehouse. CWC is offering area at domestic side only beyond the existing domestic rail track to SAMO through this tender document. SAMO as terminal operator will develop the facility on the domestic side as per their requirement. SAMO has to make one more full length rail track at their own cost in the domestic side to facilitate the rail handling and subsequent dispatch by road from the facility (i.e. through newly developed rail track). The required permission for laying a new rail track shall be arranged by CWC. The existing domestic track shall be in the domain of CWC & SAMO jointly for the purpose of engine escape line & for wagon shunting for their respective operations.

The premises and facilities have been developed on the land leased from CIDCO on 99 years lease by CWC effective 06.10.1986. The facility is divided in two parts, one part is EXIM side where row of warehouses exist and the other part is domestic side (both the sides are separated by chain link fencing). There are two full length railway track, one on the EXIM side and another on domestic side.

The Strategic Alliance Management Operator as terminal operator will develop Domestic Rail Linked Infrastructure only (Exim side shall always be under the domain of CWC) at his own cost (i.e. laying of one additional track adjacent to the existing domestic rail track & other required installations for handling its own/affiliates cargo and conduct operations using rail link facility developed by the operator (i.e. through new rail track & area adjacent to new rail track at domestic side which will be developed by the successful bidder with required installations for Cargo handling in accordance with the RFP document) within the complex pursuant to agreement with CWC and under the condition(s) that the operator may enjoy the right of use for the operation as specified in these documents subjects to due and faithful fulfillment of all obligations of the operator as specified in these documents. The existing domestic track shall be in the domain of CWC and SAMO jointly for the purpose of engine escape line and wagon/rake shunting for their respective operations.

The proposed agreement restricts the use of facilities made available to the successful bidder for specific purposes and for uses which are supportive for its own/affiliates cargo handling operations. The continued beneficial use of the facilities (which are being offered through this document) will be conditioned by the efficient, safe and environment friendly use of the premises, infrastructure/campus under the strategic alliance operator's domain.

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) Bidder:

Bidder shall mean and include a Sole proprietorship concern, Registered Partnership firm, a Company incorporated under the Companies Act, 2013 or Bidding Consortium that has submitted a Proposal in response to this Request for Proposal Document.

(iii) Bidding Consortium:

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

(iv) Lead Member:

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

(v) 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.

(vi) Container:

'Container' shall mean ISO container used in International trade for export/import cargo, which could be 20', 30', 35', 40' and 45' container viz. Flat rake, Open top, Over dimension cargo container (high dome or such other size). This shall include Reefer Containers also. However, any container above 20' will be treated as 40' container only irrespective of its

size being 30', 35', 40', 45' etc. and charged for two containers and considered as a FEU (2 TEUs).

(vii) Corporation:

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

(viii) Facility:

The expression 'Facility' means the complete domestic side area situated inside the CWC Kalamboli (excluding the existing domestic railway track) which shall be under the domain of strategic alliance Operator admeasuring an area of 26739 sq. meter which was constructed by Central Warehousing Corporation **at CWC Kalamboli, Navi Mumbai, Maharashtra-410218** including the assets installed thereon as described in **Volume-II (Project Information)**. The complete exim side with ONE rail track and row of warehouses shall be in the domain of CWC at all times. The existing domestic track shall be used as common rail track both by CWC and Operator as engine escape line & for wagon shunting for their respective operations.

(ix) Managing Director:

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

(x) Regional Manager:

Regional Manager' shall mean the Regional Manager, Central Warehousing Corporation, Regional Office, Navi Mumbai having administrative control over the facility.

(xi) Strategic Alliance Management Operator:

The selected Bidder with whom CWC will finalize the Strategic Alliance Management Agreement shall be Strategic Alliance Management Operator (SAMO). The term 'Operator' means the Strategic Alliance Management Operator.

(xii) Pre-qualified Bidders:

After the evaluation of **Step 1: pre-qualification proposal**, the Bidders shortlisted for the subsequent steps shall be referred to as the Pre-qualified Bidders.

(xiii) Project:

To operate, maintain, independently manage & further develop the existing “Facility” as a Strategic Alliance Management Operator to CWC as per the conditions of this Document and as per the terms of the Strategic Alliance Management agreement to be entered into with CWC in accordance with Exhibit-11 and also to invest in constructing new railway line/track at the “Facility”, adjacent to the existing domestic side railway track and to further develop, design, engineer, finance, procure, construct, operate & maintain further infrastructure for handling/transportation & operation of its own/affiliates cargo from and to the “facility” only. The EXIM side operations shall always be under the domain of CWC. The existing domestic side railway track shall be under the joint domain of CWC and Operator for their respective operations for using it as engine escape line & for wagon shunting.

(xiv) Proposal:

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

(xv) Request for Proposal:

This document being issued to the prospective Bidders, seeking their proposal.

(xvi) ABC means :

The successful bidder.

(xvii) WAGON :

Wagons means railway wagons or flats, any approved type closed wagon (BCN) or any special purpose wagon procured by any way including by way of Purchase, lease or hire by the Strategic Alliance Management Operator of this contract Or any other operator.

(xviii) Domestic Traffic:

Domestic Traffic means container/BCN/BCCW trains carrying traffic other than export and import Traffic in India.

(xix) PFT:

Private Freight Terminal as described in the PFT policy of Indian Railways.

3. INTRODUCTION & BACKGROUND

3.1 Objectives of the Strategic Alliance Participation:

CWC proposes to enter into a Strategic Alliance Management and Operation Agreement for its “facility” at CWC Kalamboli, Navi Mumbai, **Maharashtra-400707** for a period of **Fifteen(15) years with a provision of extension for further Five (5) years with same terms & conditions** and yearly escalation percent shall be negotiable after completion of initial period of 15 years of the agreement on the prevailing fixed amount so escalated (i.e. fixed amount for 15th years) with entities who have the required experience, expertise and technology matching with international standards in the areas of-

- Development, Operation, maintenance and Management of domestic rail infrastructure (i.e. facility) to undertake domestic rail cargo operation and transportation & operations thereby rail from and to the “facility” and develop, design, engineer, finance, procure, construct, operate, maintain & independently manage further facilities at the “facility”.
- Handling of the its own/affiliates cargo by rail.
- Provide full rake length/wagon handling facilities carrying its own/affiliates cargo in bags/bulk/containers.
- Co-ordination with railway authorities.
- Maintenance of railway tracks & other rail infrastructure which will be under their domain.

CWC’s objective is to select an entity, which has the organizational capability to successfully develop, finance, equip, market, operate, maintain and independently manage the “Facility”, and to successfully invest in developing a new rail track to the existing “Facility” to enable handling of full rake. Further develop, design, engineer, finance, procure, construct, operate, maintain & independently manage further facilities at the “Facility” and also offers the most attractive commercial terms to CWC. CWC shall enter into a Strategic Alliance Management and Operations Agreement with the successful Bidder. CWC will facilitate for required statutory approval for construction and operation of facility to be built by SAMO.

3.2 Proposed Time Table:

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

S.No.	Particulars	Envisaged Schedule
1	Documents downloading date & time	From 1000 hrs on 30.01.2017 upto 1400 hrs on 02.03.2017
2. (a)	Last date and time of online bid submission	02.03.2017 upto 1530 hrs
2. (b)	Last date and time for submission of EMD & Processing Fee	Upto 1530 hrs on 02.03.2017
3	Last date for seeking Enquiries/Clarifications	At 1700 hrs 15.02.2017 at Corporate Office, New Delhi.
4	Pre-bid meeting	At 1400 hrs on 09.02.2017 at Corporate Office, New Delhi
5	Date & time of online Pre-Qualification (Technical) Bid opening i.e. Step 1	At 15:30 hrs on 02.03.2017
6	Date & time of online Price (Financial) Bid opening	Will be intimated later on.

NOTE: If the date fixed for opening of proposal is 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

The selection process would consist of the online submission of proposals by the interested parties in response to the Request for Proposal.

4.1 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 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 except Exhibits as mentioned at Clause-5.2 which are to be compulsorily ink 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 **Exhibit 10**.
- (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.

4.2: 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.
- (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 not-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 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.

4.3 (a) Following missing documents as called for after scrutiny of technical bids as submitted by the bidders, should not be of a date later than the date of submission of bid.

- i. Registration Certificate
- ii. Experience Certificate
- iii. Audited balance sheet and statement of Profit & Loss for preceding three financial years.
- iv. Service Tax Registration.
- v. PAN card.
- vi. Partnership deed in case tender is a partnership firm
Or
Certificate of Incorporation, Memorandum of Association and Articles of Association in case tenderer is a company.
- vii. Valid registration certificate of MSEs registered with prescribed agency. (applicable for MSEs).
- viii. Power of Attorney/Board resolution in favour of signatory(ies) duly attested by notary.

(b) The following missing documents as called for after the scrutiny of technical bid which are generally not in the nature of statutory documents and they explain the position existing in the past, if such missing documents are asked from the bidder, they can be of a date after the date of last date of submission of the bids.

- (i) Net worth certificate
- (ii) Affidavit of proprietary firm as per Exhibit-17.
- (iii) Pre-contract integrity pact as per Exhibit-13.

Missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

STEP 2 - EVALUATION OF COMMERCIAL/PRICE/FINANCIAL BID

Commercial Bid/Price Bid/Financial Bid in respect of the bidders declared as Pre-qualified in evaluation of technical bid will be opened. The Commercial/Price/ Financial Bids will be ranked on the basis of the total quoted amount (**Exhibit-10**). The bidder having quoted the highest bid amount shall be ranked as H1, and subsequent bidders shall be ranked in order of their respective total quoted amounts shall be ranked as H2, H3, and so on.

Total Quoted Amount = [Quoted Fixed Amount p.a. as per Clause 7.1]

5. PROCEDURE TO BE FOLLOWED

5.0 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

The General Manager (Project)
Central Warehousing Corporation
Corporate Office,
4/1, Siri Institutional Area,
August KrantiMarg,
HauzKhaz,
New Delhi – 110016

Fax No. : 91-11-26967712.

Phone: 91-11-26611042. E.Mail: gmproject@cewacor.nic.in

All queries that are received on or before 1700 hrs on 15.02.2017 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. No separate communication shall be issued. **It may be noted that queries in writing would be entertained only from those**

parties who have been provided this Document and shall be published on CWC's website only, no newspaper publication will be done.

Pre-bid meeting:

A pre-bid meeting with the prospective bidder shall be held at 1400 hrs on dated 09.02.2017 at CWC, Corporate Office, New Delhi.

Request for clarifications received after 1700 hrs on 15.02.2017 shall not be entertained.

5.1 SITE VISIT:

The bidders are advised to visit the respective site("Facility") before submitting the tender, satisfy with the project information given at **Volume-II**, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. The facility/infrastructure is offered only on "as is where is" basis. No dispute as regards the project information given at **Volume-II** shall be entertained after submission of the tender.

5.2 SUBMISSION OF THE PROPOSAL:

By submitting this proposal by the authorized signatory of the bidder using digital signature of the authorized signatory, the bidders agree to all the terms and conditions listed in this document and also confirm that they have visited the site("Facility") and are satisfied with the conditions of the facilities. No claim on this account will be entertained later.

However, the following documents should be mandatorily inked signed by the authorized signatory and uploaded:

- i) Exhibit-2: Format of covering letter
- ii) Exhibit-13: Pre-contract Integrity Pact
- iii) Exhibit-15: Undertaking of no pending case/non- conviction of any offense
- iv) Exhibit-16: Proforma for declaration of non-blacklisting
- v) Exhibit-17: Format for authorization of sole proprietorship firm

5.2.1 Information for pre-qualification-Business Proposal & Conditions:

The information is to be submitted by the Bidders in electronic format of their proposals.

The Bidder shall submit only one set of the Information for pre-qualification in electronic format.

5.2.2 Commercial/Price/Financial Bid:

The Bidder shall submit only one set of the Commercial/Price/Financial Bid in electronic format only.

5.3 The Bidder shall submit its offer in electronic format on the website 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. Bidders will have to submit the Processing Fee and EMD **as prescribed in the tender document.**

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital signatures and shall be considered except five documents as mentioned in clause-5.2.

5.4 OPENING OF PROPOSALS

The Pre-Qualification (Technical) Bid of the proposal would be opened on the date and time specified at the **Central Warehousing Corporation Corporate Office, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khaz, New Delhi – 110016** in the presence of one representative from each Bidder, if deputed. The details regarding the bidder, as provided in the **Covering Letter (Exhibit -2)** would be read out.

5.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. 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, 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.
2. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
3. All communications and information should be provided in writing and in English language only.
4. All the communications and information provided should be legible.
5. No change in, or supplementary information to a proposal after its submission shall be accepted. However, CWC reserves the right to seek additional clarification from the Bidders, if necessary during the course of evaluation of the Proposal. As per clause no 4.2 Non-

submission, incomplete submission or delayed submission of such additional information or clarifications sought by CWC will be a ground for rejecting the proposal.

6. The proposals shall be evaluated as per the criteria specified in the Request for Proposal. However, within the broad framework of the evaluation parameters as stated in the Request for proposal, CWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
7. **For a Bidding Consortium**, the Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.
8. No entity including its affiliate can propose to be a member of more than one Bidding Consortium for submission of the Proposal for the Project.
9. In case of Registered Partnership Firm, the composition of the partnership firm and name of the partners shall be disclosed.
10. The Bidder should designate one person (“**Contact person**” and “**Authorised Signatory**”) to represent the Bidder in his dealings with CWC. This designated person 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 Bidder, etc, whose act/s shall be binding on the bidder.
11. If any claim made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CWC, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be condoned by CWC before evaluation of financial bid at the sole discretion of CWC.
12. The Bidder shall be responsible for all the costs associated with the preparation of the Proposal. CWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
13. The bidder will have to sign a **pre-contract integrity pact** as per **Exhibit-13**.
14. Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.

5.6 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 not less than 120 days from the last date for submission of the proposal as laid down in this RFP**

document. However, CWC may solicit the Bidder's consent for extension of the period of validity and the Bidder agrees to consider such a request. 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.

5.7 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS:

i) PROCESSING FEE PAYABLE TO CWC

- a) By way of Demand Draft/Pay order/Banker's cheque** - A crossed Demand Draft/Pay order/Banker's cheque for Rs.30,000 (Rupees Thirty thousand only) towards processing fee issued by a scheduled bank in favour of Central Warehousing Corporation payable at New Delhi to be submitted physically by the Tenderer to Corporate Office, New 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.
- b) By way of NEFT-** Through the banks by downloading the challan 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.
- ii) PROCESSING FEE PAYABLE TO M/S KSEDC Ltd.** – An amount of Rs.5,750/- (Rupees five thousand seven hundred fifty only) inclusive of Service Tax in favour of M/s. KSEDC Ltd. payable at Bangalore towards processing fee shall be paid through any one of the following mode:
- a) 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 with technical bid.
- b) By way of NEFT-** Through the banks by downloading the challan 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.

iii) Earnest Money Deposit (EMD):

The EMD of Rs. 80,00,000/- (Rupees Eighty lakh only) shall be paid in Indian Rupees only through any one of the following modes:

- i) **By way of Demand Draft/Pay order/Banker's cheque** –A crossed Demand Draft/Pay order/Banker's cheque for Rs. 80,00,000/- (Rupees eighty lakh only) issued by a Scheduled Bank in favour of "Central Warehousing Corporation" payable at New Delhi to be submitted physically by the Tenderer to Corporate Office, New 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-** Through the bank by downloading the challan 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 on or before the 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.

In the event of bidder withdrawing his offer before the expiry of the validity period/not taking over the work after acceptance of proposal by the bidder, EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with him or debar the bidder 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 bidder.

Earnest Money Deposit of the unsuccessful bidder shall be returned after finalization of the offer. No interest shall be payable on the amount of Earnest Money in any case. The Earnest Money Deposit of the successful bidder shall be refunded/adjusted against the payment due to SAMO within 30 days after the operator executes the agreement and furnishes required irrevocable bank guarantee.

NOTE: The tenderer participating under the category "MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of Processing fee of Rs.30,000/- and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter."

Detailed **Terms for Micro & Small Enterprises** are mentioned at **EXHIBIT-14.**

6. THE PRE-QUALIFICATION PROCESS

6.1 THE OBJECTIVE OF THE PRE-QUALIFICATION PROCESS:

The objective of the Pre-qualification process is to select Bidders who have the operational strength to develop, equip, operate and maintain the “Facility” and develop, design, engineer, finance, procure, construct, operate, maintain & independently manage further facilities at the “facility” and having the Commercial strength to achieve optimum levels of capacity utilization and offer commercial benefits to CWC.

6.2 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE QUALIFICATION:

Only those Bidders, meeting the eligibility criteria specified below would be considered for evaluation:

- a) Annual Handling & transportation experience of minimum 1,25,000 MT of rail based exportable/imported/domestic cargo/its own cargo in each of the last three financial years (2013-14, 2014-15 & 2015-16) and experience in running and operating trains on Indian Railway network.
- b) In case of an individual, single company or partnership firm, the annual turnover should be a minimum of Rs.500 crores during each of the last three financial years i.e. 2013-14, 2014-15 & 2015-16. If the audited report of 2015-16 is not available, the audited report of 2012-13 will be taken into consideration.
- c) In case of an individual, single company or partnership firm the net worth should be minimum of Rs.200 crores as on 31.03.2016. If the audited report of 2015-16 is not available, the net worth as on 31.03.2015 will be taken as per the audited report of 2014-15.
- d) In case a number of companies form a consortium for the purpose of Bidding, each constituent member should have the minimum annual turnover of Rs.150 crores during each of the last three financial years (2013-14, 2014-15 & 2015-16). However, the total turnover putting together should be minimum of Rs.500 crores out of which the lead member’s turn over should be minimum of Rs.300 crores. If the audited report of 2015-16 is not available, the audited report of 2012-13 will be taken into consideration.
- e) In case a number of companies form a consortium for the purpose of Bidding, each constituent member should have the minimum net worth of Rs.50 crores as on 31.03.2016. However, the total net worth putting together should be minimum of Rs.200 crores out of which the lead member’s net worth should be minimum of Rs.150 crores. If the audited report of 2015-16 is not available, the net worth as on 31.03.2015 will be taken as per the audited report of 2014-15.
- f) Companies which have been declared sick under SICA Act will not be eligible to participate in the proposed scheme either singly or in association with the other companies for Bidding.

6.3 STEP 1 -INFORMATION FOR PRE-QUALIFICATION:

- Section 1** a) Description of the Bidder as per the format specified in **Exhibit - 4**

- b) MOU amongst the member entities of a Bidding Consortium incorporating the principles as in **Exhibit -1**(if applicable)

Section 2 Covering Letter as per the format specified in **Exhibit-2**

Section 3 a) Consideration for pre-qualification as per the format specified in **Exhibit 5, Exhibit-6 & Exhibit- 7**. Letter of Commitment as per the format specified in **Exhibit-3** from each of the Member entities the strengths of which are desired to be considered for evaluation in accordance with **Exhibit-6**.

- b) Audited Annual Accounts for the past three financial years (2013-14, 2014-15 & 2015-16) for all the bidders/entities who desire to be considered for evaluation of the Proposal for pre-qualification. If the audited annual accounts of 2015-16 are not available, audited annual accounts for 2012-13 will be submitted.

Section 4 Information Requirements for operational capability as per the formats specified in **Exhibit-8**.

Section 5 Business Proposal (**Exhibit-9**)

- Section 6**
- a) Registered Partnership deed in case of Partnership Firm
 - b) Memorandum of Association and Articles of Association in respect of Bidder Company.
 - c) Memorandum of Association and Articles of Association or copy of registered Partnership Deed, as the case may be, of all member entities of Bidding Consortium.

Section 7 Details of customers on whose behalf cargo was handled duly certified by the concerned agency and/or details of its own cargo handled to satisfy the eligibility criteria at clause 6.2(a) of RFP.

Section 8 Bidders have to submit RFP/Bid document together with proposed agreement at **Exhibit-11**, Performance Bank Guarantee at **Exhibit -12**.

Section 9 The bidder shall submit an undertaking certifying that no criminal cases against the proprietor/directors/owners of the company including firm company/joint venture/sole proprietary firm/partnership firm are pending in the last six months as per **Exhibit -15**

Section 10 Bidder shall submit a duly signed Pre-contract Integrity Pact as per **Exhibit-13**.

6.4 A) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A SOLE PROPRIETORSHIP CONCERN:

If the Bid 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 Bid 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

If the proposal is submitted by Company the same 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-1**.
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 reason whatsoever.
5. The Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.

7 PAYMENTS TO CWC

7.1 FIXED AMOUNT:

In return for the rights granted to the Operators under the contract, the Operator shall pay CWC a fixed amount as agreed, on quarterly basis in advance within 3(three) days of the beginning of each quarter alongwith applicable service tax or any other tax in lieu thereof levied by Central/State Govt. from time to time.

The minimum annual Fixed Amount accruing to CWC * shall be as under. The bidder is required to quote higher Fixed Amount than the Minimum stated below:

**Minimum Fixed
Amount (per annum)****

Rs.6.94 crore**

CWC has already initiated the process of seeking permission from Railways for construction of new track at domestic side i.e. adjacent to the existing domestic rail track.

Payment of fixed amount by operator

1. * After issue of Letter of Intent (LOI) by CWC, operator shall pay for a period of 01 year or till the receipt of “fit for operation certificate” issued by Railways whichever is earlier, the fixed amount equivalent to 50% of the fixed amount quoted by him.
2. Thereafter the operator shall pay the full amount of fixed amount quoted by him during the entire period of contract.
3. The fixed amount is payable quarterly in advance by the operator.
4. The above fixed amount shall be subject to yearly escalation @ 6% (six percent) per annum on compoundable basis.

The Operator shall pursue Indian Railways for receiving speedy approvals for laying of new rail track and other approvals till it becomes operational.

7.2 ** Escalation of the Fixed Amount:

The Fixed Amount to be quoted by the bidder shall be subject to a yearly escalation of **6% (six percent)** per annum. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from the date of issue of LOI to the operator by CWC.

The yearly escalation percent shall be negotiable after completion of initial period of 15 years of the agreement on the prevailing fixed amount so escalated (i.e. fixed amount for 15th years).

8. The number/s and make of the equipments and the deployment of manpower shall be at the sole discretion of SAMO. But, it shall be obligatory on the part of SAMO that adequate equipments in good working condition and well trained manpower are deployed at Facility at all times during the period of agreement for smooth and efficient management of the facility. Notwithstanding this, the SAMO shall act under the overall supervision and guidance of CWC.

9. Failure to adhere to the payment schedule will be termed as breach of the Agreement. In such events the Strategic Alliance Management Operator shall be blacklisted or suspended/banned from participating in all future tender enquires with CWC based on the merit of each case upto a period of **FIVE (05)** years without prejudice to any other right and remedy available to CWC under the agreement and law. The decision of Managing Director shall be final and binding on the bidder.

10. (a) FIXATION OF TARIFF/USER CHARGES:

The schedule of charges to be collected / levied from users for various Services shall be decided and published by SAMO.

10. (b) PAYMENT RECEIPT AND DISBURSAL:

1. All Payments/Charges, including the Service Tax or any other Tax in lieu thereof levied by the Central/State Govt. from time to time shall be collected/received from the Users by the SAMO.
2. **Reimbursement of various Expenses** to be made by SAMO to CWC shall be made by SAMO to CWC within 03 (three) working days of the submission of Bill therefore by CWC in the format prescribed **u/r 4A(1) of the Service Tax Rules, 1994** or any other format as prescribed for any other tax in lieu of service tax levied by the Central/State Govt. from time to time.
3. For any delay in payment, the CWC shall be entitled to payment of simple interest @12% (twelve percent) per annum for the delayed period.
4. SAMO shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of SAMO.

EXHIBIT-1
**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 Project.
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. The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CWC, the same shall be (a) a company incorporated under the Companies Act, 1956; (b) the company's sole business shall be to undertake the maintenance and operations of the facilities for which CWC may select the Bidder and the Special Purpose Vehicle shall not undertake any other activity without the prior approval of CWC; (c) 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 (d) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CWC shall continue without any change.

EXHIBIT-2
FORMAT OF THE COVERING LETTER

The covering letter is to be submitted by the Bidder, along with the Proposal for Pre-qualification)

Date:

Place:

The General Manager (Project)
Central Warehousing Corporation
4/1 Siri Institutional Area
August KrantiMarg
HauzKhas
New Delhi-110016

Dear Sir,

Sub: Tender for Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated inside CWC-Kalamboli, NAVI MUMBAI .

Please find enclosed one copy of our Proposal in respect of the _____ (“Project”), 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.
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 as stated in the RFP or in any of the subsequent communications from CWC.
3. Our proposal includes Letters of Commitment, consistent with the format as specified in the **Exhibit-3** of RFP, from all the Member Entities. **(Required only in case of a Bidding Consortium)**
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 Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. We as the Bidder, 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 Bidder in respect of the Project.
7. A crossed Demand Draft/Pay order/Banker's cheque for Rs.0000000 (Rupees _____ only) towards processing fee issued by the _____ bank in favour of Central Warehousing Corporation payable at New Delhi has been submitted and copy of proof of payment towards processing fee is enclosed.

OR

Copy of proof of payment towards processing fee of Rs._____/ - through NEFT is enclosed.

8. A crossed Demand Draft/Pay order/Banker's cheque for Rs._____ (Rupees _____ only) towards EMD issued by the _____ bank in favour of Central Warehousing Corporation payable at New Delhi has been submitted and copy of proof of payment towards EMD is enclosed.

OR

Copy of proof of payment towards EMD of Rs. _____/ -(Rupees _____ only.) through RTGS is enclosed.

9. An amount of Rs.5,750/- (Rupees five thousand seven hundred fifty only) inclusive of Service Tax has been paid to M/s KSEDC Ltd., Bangalore through e-payment/NEFT and copy of proof of payment towards processing fee is enclosed.

For and on behalf of:

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

EXHIBIT-3
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 General Manager (Project)
Central Warehousing Corporation
4/1 Siri Institutional Area
August KrantiMarg
HauzKhas
New Delhi-110016.

Dear Sir,

Sub: Tender for Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated inside CWC-Kalamboli, NAVI MUMBAI.

This has reference to the Proposal being submitted by _____ (name of the Lead Member), in respect of the _____ project, 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).

2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Project as specified in the Proposal. If

_____ (name of the Bidding Consortium) is awarded the Project 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-4 DESCRIPTION OF THE BIDDER
--

A.	Name of the Bidder	
	Sole proprietorship, Registered Partnership Firm, Company or Bidding Consortium	[Please specify the category]
B.	Composition of the Registered Partnership Firm and Name, Addresses of all Partners	
C.	Name of the Lead Member in the case of Bidding Consortium	

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		

EXHIBIT-5 CONSIDERATION FOR STEP-1 EVALUATION
--

CONSIDERATION FOR EVALUATION

FOR BIDDER/ BIDDING COMPANY:

- For evaluation under the **Financial Capability** criteria, either the strength of the Bidder or the strength of any one of its affiliates shall be considered. The proposal should clearly indicate the entity that should be considered for the evaluation of Financial Capability as per **Exhibit-7**.
- For evaluation under the **Operational Capability**, the experience and track record of the Bidder and its affiliates shall be considered.
- For evaluation under the **Commercial Capability**, the ability for its own cargo commitment of the Bidder and that of its affiliates shall be considered.

FOR A BIDDING CONSORTIUM:

- For evaluation under the **Financial Capability** criteria, either the strength of the single entity acting as the Lead Member or the strength of any one of its affiliates shall be considered. The Proposal should clearly indicate the corporate entity or firm that should be considered for the evaluation of Financial Capability as per **Exhibit-7**.
- For evaluation under the **Operational Capability**, the experience & track record of the Lead Member and the experience & track record of the Affiliates of the Lead Member shall be considered. The lead partner must have at least 60% of minimum experience and minimum turnover.
- For evaluation of **Commercial Capability**, the ability for its own cargo commitment of the Member Entities (and the ability of the respective Affiliates of such Member Entities) shall be considered.

<p>EXHIBIT-6</p> <p>INFORMATION FOR PRE-QUALIFICATION:</p> <p>CONSIDERATION FOR STEP 1 EVALUATION</p>
--

A. Bidder to be considered for Financial Capability:

Name of the Bidder/Bidding Company/Lead Member to be considered for evaluation of Financial Capability.	
Affiliate of the Bidding Company/Lead Member if to be considered for evaluation of Financial Capability.	[Please provide the name of the company that should be considered and the relationship with the Bidding Company/Lead Member]

B. Bidder to be considered for Operational Capability:

S. No.	Name of the Bidder/Bidding Company/Lead Member/Affiliate	Relationship with the Bidding Company/Lead Member/Member Entity

C. Bidder to be considered for Commercial Capability:

S. No.	Name of the Bidder/Corporate Entity to be considered for evaluation	Name of the affiliate of the Bidding Company/Lead Member/Member Entity	Relationship with the Bidding Company/Lead Member/Member Entity
	[Please add additional rows if required]		

EXHIBIT-7
INFORMATION FOR PRE-QUALIFICATION:
FINANCIAL CAPABILITY AS PER ELIGIBILITY CRITERIA

This section specifies information to be provided in respect of the bidder/ bidding company/ member entity/Affiliate as stated by the Bidder in **Exhibit-6** and only such entity would be considered for evaluation of financial capability, as specified in **clause 6.2(b)**.

The Bidder should attach the Audited Annual Reports for the last three financial years (2015-16, 2014-15, 2013-14) of all the entities which need to be evaluated under Financial Capability in accordance with the information submitted by the Bidder in **Exhibit-6**.

If the audit has not been completed for the year 2015-16 the Audited Annual Report for the year 2012-13 may be submitted.

EXHIBIT-8
INFORMATION FOR PRE-QUALIFICATION:
OPERATIONAL CAPABILITY

Bidders should note that:

1. The relevant experience of the Bidder as per the specified roles in **Exhibit-6** will be considered.
2. Information of the Bidder is required to be furnished as per the attached Formats 1 and 2.
3. The Bidders are also required to provide supporting documentary evidence(s) from concerned agencies in respect of the information contained in Format 1 and 2.

**INFORMATION FOR PRE-QUALIFICATION
OPERATIONAL CAPABILITY - FORMAT 1**

All Bidders/Affiliates/Promoters/Member Entities (including all identified third party Strategic Alliance Management Operators who are to interface with the Bidder/ Bidding Consortium as per the envisaged technical proposal) are required to furnish information in the following formats.

NAME OF BIDDER		
	Description of item	Details
A.	Site Information	
	Name of the facilities	
	Location	
	Serving Pattern	
	Relation to the Bidder	
	Year of Establishment	
	Primary activities/ Services rendered in the Facility	
	Secondary activities/services rendered in the facility	
B.	Civil Information	
1	Total Covered Storage area for cargo. In Sq. Mts as on Date:	
1.1	General Storage area for cargo (sq. m)	
1.2	Special storage area for hazardous cargo (sq. m)	
1.3	Cold storage area (sq. m)	
	TOTAL(1.1+1.2+1.3) (sq. m)	
2	Open paved area. (in Sq m) as on Date	

INFORMATION FOR PRE-QUALIFICATION OPERATIONAL CAPABILITY-FORMAT1

C	Throughput Information (Domestic Cargo)	2013-14	2014-15	2015-16
1	Cargo Throughput General/break-bulk/containersable cargo/BCN cargo/BCCW cargo through Rail transportation (tonnes p.a.)			
2	Container throughput (p.a.)			
2.1	Loaded TEUs per annum			
3	Special container handling:			
3.1	Reefers TEUs (per annum)			
3.2	Hazardous cargo containers TEUs (per annum)			
3.3	Liquid cargo containers TEUs per annum			
3.4	Others (please specify) TEUs (per annum)			
D.	Additional Information	2013-14	2014-15	2015-16
1	Describe the range, nature and quantum of services offered at the facility in the following:			
1.1	Value added services			
1.2	Container related services			
1.3	Cargo related services			
1.4	Specified cargo services			
2	Details of IT systems at the Facility			
2.1	Description of all IT supported operations (e.g. inventory tracking)			
3	User References detailing			
3.1	Name and contact address of the two largest users of the Facility			
4	Names of key Contractors and scope of facilities/services offered by each			
5	Brief description of security systems in place			
6.1	Number of contract labour			
6.2	Number of permanent labour			
6.3	Number of management cadre employees			

Note: above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in para-6.2 of bid document for the bidder to be declared as eligible.

**INFORMATION FOR PRE-QUALIFICATION
OPERATIONAL CAPABILITY - FORMAT 2**

All Bidders/Affiliates/Promoters/Member Entities (including all identified third party Strategic Alliance Management Operators who are to interface with the Bidder/ Bidding Consortium as per the envisaged technical proposal) are required to furnish information in the following formats.

Name Of Bidder							
Information on Geographical Experience							
	Indian locations	1	2	3	4	5	6
1	Locations						
2	Number of years of operations						
3	Nature of activity						
4	Nature of presence (own/joint ventures/management contract/lease)						
	International Locations	1	2	3	4	5	6
1	Locations						
2	Country						
3	Number of years of operations						
4	Nature of activity						
5	Nature of presence (own/joint ventures/management contract/lease)						

Note: Above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in para-6.2 of bid document for the bidder to be declared as eligible.

EXHIBIT-9
BUSINESS PROPOSAL

1.	Payment Mode and Security One of the key obligations of SAMO in the Strategic Alliance Management Agreement is the timely accrual of adequate revenue to CWC to meet the fixed amount. CWC has proposed a mechanism for payment mode as described in clause 10(b). The Bidders are requested to indicate their acceptability to these terms.
2.	Statutory Obligations The Rail siding operations are required to be bound by the terms and conditions imposed on CWC by various bodies like Railways, MPCB, CIDCO, Laws of this country etc. The Bidders are required to ensure conformance with these bodies.
3.	Maintenance and Repairs Facility is offered on “as is where is” basis only. Proper and periodic maintenance and repairs of the entire Facility is one of the key obligations of the Operator. The Bidders are required to undertake periodic maintenance and repairs. The track within the premises of facility will be got repaired and maintained as and when required, from Railway and expenses so incurred will be borne by CWC and ABC as under: <ol style="list-style-type: none">1. Total expenses will be borne by CWC and ABC at their cost for the track in their respective domain.2. The present domestic track to be used as engine escape line will be maintained by CWC and charges will be borne 25% by CWC and 75% by ABC.
4.	Capability of the Bidder to Assure Cargo The Bidders are requested to provide their estimates of: its own cargo traffic of the Bidder/his Associates that would be available for handling at the facility. The source (e.g. shipping lines, manufacturer etc.), nature of containerisable Cargo/ BCN cargo and the quantum (in terms of TEU/tonne throughput p.a.) of such its own/affiliates cargo that

	<p>is available in the region with them.</p> <p>The quantum of such traffic that will be available for the business activity proposed at the Facility</p>
5.	<p>Conflict of Interest</p> <p>The existing business operations of the Bidder should not be in conflict with the requirement of CWC to ensure maximum utilization of the Facility and maximum commercial benefits. It is also made clear that the facility shall not be used other than for handling & transportation of its own/affiliates cargo and also cannot be used for any purpose/s which is/are conflicting with the interest/s of the Corporation.</p> <p>In the event the Bidder falls under any of the following categories, the Bidder is required to indicate his plans to ensure that the interest of CWC are not compromised by the Bidder's business operations in the Facility/Bidders other business interests.</p> <ul style="list-style-type: none"> • Where the Bidder is also a proposed user of the Facility; <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Where the Bidder runs a parallel facility/offers similar services in the region;

EXHIBIT - 10
FORMAT FOR COMMERCIAL/PRICE/FINANCIAL BID

Tender for Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated inside CWC-Kalamboli, NAVI MUMBAI

A	Fixed Amount (lump sum) per annum subject to Minimum Fixed Amount as stated in Clause 7.1 of RFP document.	Rs. (In Figure) ----- ----- ----- Rs. (In words) ----- ----- -----
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NOTE:

- i) The Fixed amount are exclusive of Service Tax or any other applicable tax/cess.
- ii) After issue of Letter of Intent (LOI) by CWC, operator shall pay for a period of 01 year or till the receipt of “fit for operation certificate” issued by Railways whichever is earlier, the fixed amount equivalent to 50% of the fixed amount quoted by him
- iii) The Fixed Amount as quoted by the bidder shall be subject to yearly escalation of 6% (six percent) per annum. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from the date of issue of LOI to the operator by CWC.

The yearly escalation percent shall be negotiable after completion of initial period of 15 years of the agreement on the prevailing fixed amount so escalated (i.e. fixed amount for 15th years).

- iv) The bidder is expected to quote Fixed Amount in ‘A’, higher than the amount stated in Clause 7.1 of RFP document.
- v) If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.

EXHIBIT - 11
STRATEGIC ALLIANCE MANAGEMENT AGREEMENT

This Strategic Alliance Management Agreement (herein after referred as '**the Agreement**') is made at New Delhi on this.....day of 20..... by and between:

CENTRAL WAREHOUSING CORPORATION, a Government of India Undertaking and a Corporation established under the Warehousing Corporations Act, 1962 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) of the ONE PART;

AND

-----, a Sole Proprietorship (hereinafter referred to as the "**ABC**", which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns).

OR

-----, a Registered Partnership firm (hereinafter referred to as the "**ABC**", which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns).

OR

_____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____, (herein after referred to as the "**ABC**", which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) of the OTHER PART. **(In case of single bidder)**

OR

_____, a corporate entity established under.....or company registered under the Companies Act, 2013, with its registered office at _____;(b)_____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____

_____ ; and (c) _____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____, (hereinafter collectively referred to as the “ABC”, and individually referred to as Member Entity which expressions shall, unless repugnant or contrary to the context thereof, deemed to mean and include the respective successors and permitted assigns) of the OTHER PART. **(In case of Bidding Consortium)**

OR

_____, company registered under the Companies Act, 2013, with its registered office at _____, (hereinafter referred to as the “ABC”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) being the Special Purpose Vehicle formed by Member Entities mentioned herein namely (b) _____, a corporate entity established under.....or company registered under the Companies Act, 2013, with its registered office at _____;

(c) _____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____; and (d) _____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____, (the Members of the Bidding consortium) of the OTHER PART.

(In case of Bidding consortium with Special Purpose Vehicle)

WHEREAS

A. CWC, is a premier Warehousing Agency in India providing warehousing and logistic support services to diverse group of users of such services. CWC has also diversified its activities to the construction, operation and management of Container Freight Stations (CFSs) and Inland Clearance Depots (ICDs) at different places in India.

B. CWC has been interested in entering into a Strategic Alliance Management Agreement with qualified and experienced entities or consortium **for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure at Kalamboli, NAVI MUMBAI.**

C. CWC issued a tender for the above purpose and invited the interested parties to bid for the participation with CWC as a Strategic Alliance

Management Operator for the above “facility” on the terms and conditions contained in the RFP document;

D. In response to the above invitation of CWC ABC has submitted their proposal for the domestic rail linked infrastructure at(name of the place);

E. The proposal of ABC has been accepted by CWC or The proposal of the Bidding Consortium consisting of the Member Entities mentioned above collectively referred to as ABC has been accepted by CWC Or The proposal of the Bidding Consortium consisting of the Member Entities has been accepted by CWC and the Member Entities have formed ABC as the special purpose vehicle to implement the work under the agreement;

F. As per the tender terms and conditions ABC and the Member Entities are required to sign the Agreement with CWC on the terms and conditions contained in the tender documents and those contained herein, a draft of the Agreement having been circulated along with the tender documents.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISE AND MUTUAL COVENANTS HERINAFTER CONTAINED, THE PARTIES HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE - 1: DEFINITIONS

In this Agreement, the following words and expressions shall, unless contrary or repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- **Accounting Year** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year and in the case of first year it shall be from the date of signing this agreement till the succeeding 31st March.
- **Agreement** means this agreement including schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement and shall also include the tender terms and conditions.
- **Applicable Laws** means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administrative order having the force of law of

any of the foregoing, by any Government Agency having jurisdiction over the matter in question.

- **Applicable Permits** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws by the ABC and CWC for the CFS during the subsistence of this Agreement.
- **Container** means ISO containers used in International trade for export/import cargo, which could be 20', 30', 35', 40' and 45' containers viz. Flat rake, Open top, Over Dimensional Cargo containers (high dome or such other size). This shall include Reefer Container also. However, any container above 20' will be treated as 40' container only irrespective of its size being 30', 35', 40', 45' etc. and charged for two containers and considered as a FEU (2 TEUs).
- **Facility** The expression 'Facility' means the complete domestic side area situated inside the CWC Kalamboli (excluding the existing domestic railway track) which shall be under the domain of strategic alliance Operator admeasuring an area of 26739 sq. meter which was constructed by Central Warehousing Corporation **at CWC Kalamboli, Navi Mumbai, Maharashtra-410218** including the assets installed thereon as described in **Volume-II**. The complete exim side with ONE rail track and row of warehouses shall be in the domain of CWC at all times. The existing domestic track shall be used as common rail track both by CWC and Operator as engine escape line & for wagon shunting for their respective operations.
- **Good Industry Practice** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the similar type of undertaking as envisaged under this Agreement.
- **Government Agency** means the Government of India, any State Government or any Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or other judicial or administrative body, Central, State, or local body, having jurisdiction over the ABC, the Licensed Premise, the Project or any portion thereof.
- **Lead Member** means the (name of the member of the consortium designated as the lead member).

- **Parties** means the parties to this Agreement (CWC, Bidding Consortium with all Member Entities and ABC) and Party shall mean any of the Parties to this Agreement individually.
- **Premises or Project** means To operate, maintain and independently manage the existing “Facility” as a Strategic Alliance Management Operator to CWC as per the conditions of this Document and as per the terms of the Strategic Alliance Management agreement to be entered into with CWC in accordance with Exhibit-11 and also to invest in constructing new railway line at the “Facility”, adjacent to the existing domestic side railway track and to further develop, design, engineer, finance, procure, construct, operate & maintain further infrastructure for handling/transportation & operation of its own/affiliates cargo from and to the “facility”. The exim side operations shall always be under the domain of CWC and are not part of this project.
- **SBI PLR** means the minimum prime lending rate per annum for loans with 1 (one) year maturity as fixed from time to time by the State Bank of India, and in the absence of such rate, the minimum average of the prime lending rates for loans with 1 (one) year maturity fixed by the Bank of India and the Bank of Baroda and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties.
- **Strategic Alliance Management Operator** means the selected Bidder with whom CWC will finalize the Strategic Alliance Management Agreement and the term ‘Operator’ also means the **Strategic Alliance Management Operator**.

ARTICLE - 2: SCOPE OF THE AGREEMENT

2.1 Subject to the terms and conditions contained in the Agreement including the due and faithful payment/accrual of amounts to CWC as provided in the Agreement and subject to all Applicable Laws and Applicable permissions, CWC hereby appoints ABC as SAMO at Domestic Rail Infrastructure at CWC Kalamboli excluding existing domestic side railway track to function under the overall supervision and monitoring of CWC.

2.2 The activities that are and may be carried on by the Operator within the Premises and the Facilities independently shall include the following:

- (i) To invest in constructing new railway line at the “Facility”, adjacent to the existing railway track at domestic side.

(ii) To further develop, design, engineer, finance, procure, construct, operate & maintain further infrastructure for handling/transportation & operation of its own/affiliates cargo from and to the “facility”.

(iii) To operate, maintain and independently manage the existing “Facility”& further facilities so developed as a Strategic Alliance Management Operator to CWC.

(iv) Operation and maintenance of a yard & rail track under their domain;

(v) survey and inspection of containers/railway wagons;

(vi) repair yard for equipments and other related equipment;

(vii) any other related activities which are normally conducted at any Railway siding / PFT Terminal except fumigation of Container/Cargo which shall be carried out by CWC. The fumigation charges shall accrue to CWC account only.

2.3 The Operator shall frame and implement procedures for operation of the facilities.

2.4 In case Strategic Alliance Management Operator requests for additional construction/modification, it will be done on his own cost with prior permission of Corporation. For this purpose, the Operator will intimate the Corporation and submit drawing/design to Corporation for its onward submission and approval from concerned authorities like CIDCO, Municipal corporation etc. This infrastructure developed/modified by the Operator shall be transferred to Corporation after completion/termination of agreement on “as is where is” basis (applicable to only permanent concrete structure and railway track). The Operator shall also undertake demolition of dilapidated staff quarters and office block situated in the domestic side of the CWC-Kalamboli at their cost before start of their operations i.e. till Fit for Operation certificate is received.

2.5 That the various terms and conditions and definitions of RFP document, to the extent those are not inconsistent with this agreement shall be deemed to form part and parcel of this agreement and shall always be read and interpreted to resolve the dispute, if any, arising between the parties under this agreement.

2.6 The parties hereto confirm that:-

(a) The legal and judicial possession of the said land has remained and shall remain with CWC.

- (b) CWC is the direct lessee of the said land and CWC has not, by virtue of its actions or agreements diluted its interest or possession in the said land.
- (c) CWC was, is and shall remain the Custodian of the Custom notified Area which is situated in the Exim side of the CWC Kalamboli.
- (d) At all given times, CWC shall maintain essential staff at facility to supervise and monitor the operations undertaken at Facility.
- (e) CWC, being owner of the Railway siding/proposed PFT, shall be responsible to the Indian Railways and other statutory authorities and shall arrange for necessary approvals, licenses from concerned authorities in the name of CWC concerning operations. CWC shall also arrange for necessary permissions for laying of new track from Railways. ABC shall pursue concerned authorities for receiving such approvals in the name of CWC for expediting project. Expenses incurred for license fee, application fee and security deposits for converting the siding into PFT shall be borne by CWC.
- (f) ABC shall ensure adequate arrangement for sanitary facilities, water supply, canteen and other allied facilities, for the Railway officials working in the area.
- (g) ABC shall arrange round the clock adequate security of the Facility.
- (h) CWC shall pay the cost of Railway officials posted at the facility and other expenses as may be demanded by the Railways in respect of Railway staff/land license fees at the Facility from time to time. ABC shall reimburse fifty percent of such charges to CWC.
- (i) The track within the premises of facility will be got repaired and maintained as and when required, from Railway and expenses so incurred will be borne by CWC and ABC as under:
 - 1. Total expenses will be borne by CWC and ABC at their cost for the track in their respective domain.
 - 2. The present domestic track to be used as engine escape line will be maintained by CWC and charges will be borne 25% by CWC and 75% by ABC.

- (j) ABC shall arrange adequate insurance of all goods which are held inside the Facility, against risk of fire, flood, riots and strike, malicious damage, theft, burglary, public liability and other such risks as may be guided by the requirement of the regulations in this regard.
- (k) CWC shall carry out fumigation of container/ cargo inside the Facility as per the tariff and retain the amount so realized from users.
- (l) ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments made by CWC to Railways in respect of the operations being carried out by ABC or their representatives or agents. However, CWC shall convert the existing siding into PFT and charges like Application fee, Security deposit or any other charges for conversion of PFT shall be borne by CWC only.
- (m) The Facilities as described in this agreement belong to CWC and CWC has allowed access to ABC for the purpose of this agreement without transferring any right there under.
- (n) For water charges and electricity/power consumption charges, separate sub-meters shall be installed and SAMO will make payment of electricity / water charges as per actual unit consumed at the highest slab rate of the utility bills. Further any additional installation etc., if any required, for the above purposes, all expenditure on this account shall be borne by SAMO including the charges, if any, to be incurred for increase in the load
- (o) CWC shall pay taxes to Municipality (**Property taxes**)/Gram Panchayat / non-agricultural assessment tax/ CIDCO service charges, as demanded by the concerned authorities from time to time and ABC shall reimburse the proportionate charges for the area under their domain plus 50% on the area under joint domain such as existing rail track at domestic side.
- (p) ABC shall comply with all applicable laws, rules regulations & policies concerning their operations at the facility and shall indemnify CWC at all times.
- (q) Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.

- 2.7 Both the parties agree that expenses and charges specified in **clause (h), (i-2), (n)& (o), of Article 2.6 above and Article 5.7 paid by CWC shall be reimbursable by ABC as specified therein.** ABC shall pay to CWC within 3 days of demand, failing which CWC shall be entitled to enforce the Bank Guarantee furnished by ABC.

ARTICLE - 3: PERIOD OF THIS AGREEMENT

- 3.1 The Period of this Agreement is initially for 15 (Fifteen) Years from the date of issue of LOI **with a provision of extension for further Five (5) years on same terms & conditions by mutual consent of both the parties. However, the yearly escalation percent shall be negotiable after completion of initial period of 15 years of the agreement on the prevailing fixed amount so escalated (i.e. fixed amount for 15th year).** The contract period will start from the date of issue of LOI to the operator. The Fixed Amount as quoted by the bidder shall be subject to yearly escalation of **6% (six percent)** per annum. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from the date of issue of LOI to the operator by CWC.

ARTICLE-4: COMMENCEMENT OF OPERATION & DELIVERY OF EXISTING FACILITIES

- 4.1 CWC shall allow the ABC and its authorized representative access to enter upon the premises at **Domestic Rail Infrastructure situated inside CWC-Kalamboli, Navi Mumbai, Maharashtra-410218** to start constructing/ laying of the new rail track adjacent to the existing railway track at domestic side and to further develop, operate, equip and maintain the “facility” of Domestic Rail Infrastructure situated inside CWC Kalamboli independently along with constructions of other required facilities.

CWC has already initiated the process of seeking permission from Railways for construction of new track at domestic side i.e. adjacent to the existing domestic rail track. After the award of the contract and signing of the agreement, the Operator shall start the construction of Railway track after receiving in-principle approval from Railways to CWC for construction of new rail track. The Operator shall pursue Indian Railways for receiving speedy approvals for laying of new rail track and other approvals till it becomes operational.

After issue of Letter of Intent (LOI) by CWC, operator shall pay for a period of 01 year or till the receipt of “fit for operation certificate” issued

by Railways whichever is earlier, the fixed amount equivalent to 50% of the fixed amount quoted by him.

Thereafter the operator shall pay the full fixed amount quoted by him during the entire period of contract.

The fixed amount is payable quarterly in advance by the operator.

The above fixed amount shall be subject to yearly escalation @ 6% (six percent) per annum on compoundable basis.

CWC is at liberty to use the area in the domestic side (Facility) which is not required for the purpose of laying the rail track for its commercial benefit & Operator shall not claim any compensation/share from such commercial benefit of CWC till the date of receipt of **Fit for Operation Certificate** of the new Rail track from railway by CWC.

No claim/ damages shall lie against the Corporation in the eventuality of termination/ suspension of Operations at the facility by Indian Railways and/or for delay in issuance of fitment certificate by Railways. **CWC will continue to carry its normal function/operations from the facility till the formal commencement of the work by SAMO takes place.**

- 4.2 The parties agree that the existing facilities on the land constructed by CWC have been paid for by CWC and shall always be the property of CWC. Similarly the rights, title and interest which CWC has secured over the land and facilities therein including all assets of whatever description installed therein shall always remain with CWC and ABC or the Member Entities of Bidding Consortium shall not claim any rights over the same.
- 4.3 ABC has duly verified the existing facilities and assets already Constructed/installed. ABC shall not raise any issue on the above against CWC at any time.
- 4.4 ABC has duly examined the lease agreement between CIDCO and CWC and on being satisfied about the right/entitlement of CWC to float this tender and execute this agreement is making the bid and shall not claim any damages/compensation from CWC if CIDCO takes any action in respect of land leased to CWC on account of this agreement or for any other reason.
- 4.5 ABC acknowledge and accept that the ABC is entitled to use the existing facilities as defined against “Facility” in this document already constructed by or on behalf of CWC on **“as is where is”** basis after full due diligence in respect of the said facilities, design and specification thereof and the suitability and adequacy of the said facilities for carrying on the activities and/or for effective use of the facilities for the Rail siding/PFT Terminal activities.

ARTICLE - 5: RIGHTS & OBLIGATIONS OF ABC

- 5.1 ABC shall be entitled to establish such further and additional facilities at the place of operation as the ABC may from time to time decide as necessary or useful for carrying on the activities mentioned above, provided that:
- a. all such things are undertaken in accordance with the applicable laws;
 - b. ABC shall not claim any compensation or contribution from CWC including any adjustment or reduction in the consideration payable to CWC;
 - c. On the determination of the Agreement or its sooner termination in accordance with the terms contained herein all such additions and accretion shall be left in the premises without any damage and the same shall vest in CWC free of cost without any right to or claim by ABC or the Member Entities either for cost or expense or any other compensation ABC shall however be entitled to remove all movable assets brought in by ABC which are not embedded/attached to the earth or the structure at the time of such termination or sooner determination. ABC shall however be entitled to remove all removable assets and cargo handling equipment/machinery brought in/erected by ABC. ABC shall not be allowed to dismantle railway track and concrete structures of permanent nature.
- 5.2 All costs, charges and expenses in regard to any work to be undertaken at the facilities including establishing new facilities or completing the existing facilities, their developments and improvements, their day to-day management shall be borne by the ABC without any liability of CWC.
- 5.3 ABC undertakes at its cost and expense to carry out periodic maintenance and repair of floors, ceilings, walls, yard, roads and other parts of the "Facility" as required by "Good Industry Practice" and to ensure that the utility of the "Facility" is maintained without deterioration over the period of the this agreement, save for normal wear and tear.
- 5.4 ABC shall be responsible to obtain the necessary clearances and fulfill the requirements of all the Central and State Labour Laws as applicable from time to time. ABC shall ensure due payment of minimum wages to

the workers engaged and also ensure the safety of the workers as required under the applicable laws. ABC shall ensure that necessary records and registers are maintained and the returns filed as required under the applicable Labour Laws. Notwithstanding the above all persons engaged to undertake services shall be the employees of ABC and they shall not have any claim against the CWC.

5.5 ABC shall be responsible and liable for all dealing with third parties including the settlement of all claims of users of the facilities or otherwise arising out of the operations at the premises.

5.6 CWC will be responsible for any claims raised by the Railways or any other Govt. agency related to the functioning of siding as a Railway siding /PFT owner owing to any lapse on their part or on the part of their employees.

ABC shall be responsible to reimburse such claims on actual basis to CWC, if such claims pertains to the facility under ABC's control within 3(three) days from the date of claim made by CWC failing which the same shall be adjusted out of payable amount of ABC.

5.7 **CWC will pay for the canteen & sanitary facilities for the Railway Officials. It shall be the responsibility of the ABC to reimburse the same at actual** on the basis of number of rakes handled during the month by the SAMO and CWC on tracks under their domain, in 03 (three) days from the date of claim made by CWC failing which the same shall be adjusted through BG of ABC.

5.8 ABC shall pay stabling charges of rake/wagon beyond 8 hours if stabled on the present domestic line at par with the railway tariff in vogue and as revised from time to time. The counting of hours and day will be as per the provisions given in the railway circular in this regard.

5.9 ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments, made to any person their representatives or agents. However, without affecting indemnity claim to CWC, ABC shall have a right to defend / pursue the same before appropriate forum / authorities at their own cost.

5.10 **ABC shall arrange/maintain at their cost, web-based interactive connectivity, FOIS (Freight Operating Information System) with all stakeholders, Railways, banks, importers-exporters, CHA, shipping agents, freight forwarders etc. as per good industry practice.**

ARTICLE-6: CONSIDERATION

In consideration of the CWC allowing the ABC to act as Strategic Alliance Management Operator with CWC and to use facilities for commercial purposes as detailed herein above, the following amounts shall stand guaranteed by the SAMO to CWC:

- a) A Fixed Amount of **Rs.....**p.a. for Domestic Rail infrastructure (“Facility”) situated inside CWC-Kalamboli Navi Mumbai, Maharashtra-
- b) In addition to the Fixed amount mentioned in clauses (a) above it shall be the obligation of ABC to pay and discharge all outgoings of any nature whatsoever concerning the premises and the facilities under their domain and the activities undertaken including but not limited to operational expenses, taxes, duties, cess, charges and other statutory levies, Central, State, Municipal or local.

For water charges and electricity/power consumption charges, separate sub-meters shall be installed and SAMO will make payment of electricity / water charges as per actual unit consumed at the highest slab rate of the utility bills. It is made clear till the installation of sub meter the SAMO shall pay 50% of the total electricity charges of Kalamboli warehouse which includes EXIM area and domestic area Further any additional installation etc., if any required, for the above purposes, all expenditure on this account shall be borne by SAMO including the charges, if any, to be incurred for increase in the load

The only exception to the above shall be the tax on income of CWC under the Income Tax Act, 1961 and Application Fee, Security Deposit and License Fee of converting existing siding into PFT (Private Freight Terminal in accordance with PFT policy of Indian Railways.).

The parties acknowledge and accept that the intention of the agreement is that the consideration amount payable to CWC under clauses (a) should be calculated in a manner that CWC shall have the net revenue from the agreement after deduction of all such outgoings equivalent to the aggregate of those under clauses (a). Accordingly the parties agree that in the event any such outgoing is assessed as the liability of CWC by any authority the amount payable to CWC under clauses (a) shall be

appropriately grossed up to ensure that CWC recovers the amount mentioned in clauses (a) net of all such outgoings.

(c) **Payments, Receipts and Disbursal:**

1. The Fixed amount quoted by SAMO shall be excluding the Service Tax or any other Tax in lieu thereof, levied by the Central/State Govt. from time to time.
2. **Reimbursement of various Expenses** to be made by SAMO to CWC shall be made by SAMO to CWC within three (03) working days of the submission of Bill therefor by CWC in the format prescribed **u/r 4A(1) of the Service Tax Rules, 1994** or any other format as prescribed for any other tax in lieu of service tax levied by the Central/State Govt. from time to time.
3. For any delay in payment from ABC side, the recipient shall be entitled to payment of simple interest @12%(twelve percent) per annum for the delayed period.
4. In case ABC is not able to fulfill its obligation on account of Fixed amount, ABC shall be liable to pay the same alongwith applicable Service Tax or any other tax in lieu thereof levied by Central/State Govt. from time to time within three days of demand/invoice raised by CWC in the format prescribed under Rule 4A(1) of the Service Tax Rules, 1994 or any other format as prescribed for any other tax in lieu of service tax levied by the Central/State Govt. from time to time. In case ABC fails to pay the same, CWC shall recover the shortfall towards fixed amount by way of encashment of Performance Bank Guarantee submitted by SAMO.
5. SAMO shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of SAMO.

(d) In the premises of CWC, **Kalamboli Domestic Rail Infrastructure, Kalamboli, Navi Mumbai, Maharashtra**-there are some pre-installed Infrastructure installed by CWC. The same will be made available to SAMO on “as is where is” basis. The infrastructure mainly comprises of High Masts, Paved yard, dilapidated staff quarters and office block. Its maintenance and replacement, if required, will be the responsibility of the operator. However SAMO shall undertake demolition of the office block and dilapidated staff quarters situated at domestic side. For maintenance of the above infrastructure the charges incurred by CWC, if any will be reimbursed by SAMO at actual.

As and when there is any requirement in future from Indian Railways or any other statutory authority, the SAMO will have to make arrangement for the same at their own cost.

- 6.1 Any delay in payment, CWC shall be entitled for Simple interest @ 12% per annum for the delayed period, without, prejudice to other rights and remedies.
- 6.2 (a) Within 30 days of receipt of notification of the award, ABC has to furnish as on the date of execution of this agreement an irrevocable Performance Bank guarantee in the form attached hereto as Exhibit-12 from a nationalized/ scheduled bank to secure the amount due to CWC. The Bank Guarantee shall be kept alive and renewed/extended during the period of this Agreement as provided in the Bank Guarantee. The value of the bank guarantee shall also be increased from time to time to cover the entire amount of Fixed Amount becoming due and payable to CWC, and also any other dues payable to the Corporation, and any liabilities of the SAMO to fulfill the contractual obligations.
- (b) ABC shall secure the Fixed Amount equivalent to One year and also any other dues payable to the Corporation, and any liabilities of the SAMO to fulfill the contractual obligations by an irrevocable Performance Bank Guarantee issued by a nationalized/ scheduled bank in favour of CWC to pay the amount to CWC on demand without demur on the enforcement of the Bank Guarantee. The Bank Guarantee shall be valid for an initial period of one year with additional claim period of 06 (six) months and shall be renewed thereafter on yearly basis from time to time during the entire period of this Agreement equivalent to yearly escalated minimum committed amount till the continuation of this agreement and shall invariably be renewed 30(thirty) days in advance before its expiry every year. The bank guarantee for the 15th year would, however, carry a validity of two years.
- (c) In the event the ABC fails to make payment of the amount due to CWC, without prejudice to its other rights CWC shall be entitled to encash the Bank Guarantee. The encashment of the Bank Guarantee shall be without prejudice to CWC's right to treat the non-payment of the amount by the ABC on the due date as a breach and terminate the Agreement and also to claim interest for the over-due period at the rate of prime bank lending rate of State bank of India at the relevant time subject to a minimum of 12%(twelve percent) per annum.
- (d) In case of failure on part of SAMO in making due payment of fixed amount in any month on due date the BG will be immediately encashed by CWC.

- 6.3 The ABC will allow CWC to fumigate the container/cargo lying inside the facility subject to customers not having any reservation about the same.

The payment of Fixed Amount is an essence of the Agreement entered into between the parties. In case of default in payment of the amount due, which default is not rectified within the period as mentioned in the Termination Clause, the default shall be considered as a material breach of the Agreement.

- 6.4 In the event ABC fails to pay and discharge any of the outgoings to authorities or any third party on due dates, CWC may in its discretion pay the amount and in such an event ABC shall be liable to reimburse the amount so paid to CWC with interest and the failure to do so shall be a material breach on the part of ABC.

ARTICLE-7: ASSIGNMENT OF FACILITIES AT THE CFS PREMISES

- 7.1 ABC (and the Member Entities) shall not be entitled to, without the prior written permission from CWC, assign or transfer its rights and obligations under the Agreement to any third party or fulfill any of the obligations assumed under this agreement through any other person; directly or indirectly.
- 7.2 ABC shall in no event be entitled to create any security or charge over or otherwise in any manner subject the land and the facilities or any other asset at the premises("facility") at **Domestic Rail Infrastructuresituated inside CWC Kalamboli at Kalamboli, Navi Mumbai, Maharashtra**-or any other facilities belonging to CWC for any purpose whatsoever.

ARTICLE-8: REPRESENTATIONS & WARRANTIES

8. Each Party shall represent and warrant to the other Party that:
- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation/establishment;
 - (b) It has full power and authority to execute, deliver and perform its obligations under the Agreement;
 - (c) It has taken all necessary action to authorize the execution, delivery and performance of the Agreement;

- (d) The Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and,
- (e) There are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal, which might materially and adversely affect its ability to meet or perform any of its obligations under the Agreement.

ARTICLE-9: FORCE MAJEURE

- 9.1 If the performance of obligations under this Agreement is prevented, restricted or interfered with by reason of any contingencies which are outside the control of a Party, the Party so affected shall not be liable to perform the terms of the Agreement to the extent of such prevention, restriction or interference. Such contingencies shall be limited to flood, fire explosion, earthquake, explosion, riots, acts of terrorism, Acts of God, acts of Government and war, whether declared or not, or enemy action, strike, civil commotion and similar events which are absolutely beyond the control of the party and shall not include aspects which merely increase the costs or expense of performance or aspects such as labour disputes, strike or employee's unrest.
- 9.2 The obligation to perform during the period of and under this Agreement shall arise again immediately upon the termination of the contingency or such moderation of the contingency so that performance is no longer prevented, restricted or interfered with.
- 9.3 Any Party desiring to invoke force majeure shall notify the other Party of the occurrence of the contingency in question.
- 9.4 In the event the force majeure situation continues for a period exceeding 180(one hundred & eighty) days either party may terminate the agreement by giving 30(thirty) days' notice to the other party and on the expiry of the notice period the Agreement shall terminate for all intent and purposes and subject only the consequences provided in **Article 11**.

ARTICLE-10: TERMINATION

- 10.1 The Agreement shall terminate on the following events:
 - (i) By **efflux of time** on the expiry of the period of the Agreement.

- (ii) At the discretion of CWC for breach on the part of ABC as provided in **clause 10.2 below**:
- (iii) On the continuation of '*force majeure*' as provided in **Article-9**.

10.2 ABC shall be in **breach of the Agreement** in the following events:

- (i) failure to pay any of the amounts due to the CWC on time as required under the agreement and if ABC fail to cure the failure within 30 days of the receipt of the notice of default from CWC;
- (ii) Failure to maintain the performance bank guarantee as required under the Agreement in full enabling CWC to enforce the same at any time;
- (iii) ABC is in default of performance of any of other material obligations hereunder and such default has a Material Adverse Effect on the operations of facility and such default continues for a period of 30 (thirty) days after receipt of notice by ABC from CWC enlisting such default and remedy for such default after end of cure period as mentioned in the notice ; **or**
- (iv) Passing of any winding up order or appointment of a liquidator, provisional or otherwise, administrator, trustee or receiver of the whole of the undertaking of the ABC by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings and such legal proceedings are not dismissed within 60 days;
- (v) ABC being disqualified under any other Applicable Law or Applicable Permits to effectively carry on the activities under the Agreement; **or**
- (vi) Abandoning or Unilateral withdrawal of ABC from the Agreement.

10.3 **EXIT:**

There will be a lock in period of 5 (five) years where both the parties are not allowed to take an exit from the agreement.

If ABC abandons the facility and withdraws from the agreement during this lock in period, they shall be liable to pay the payments due to CWC (i.e. Fixed amount and other outgoings as defined in this agreement) as if the agreement is running continuously.

After completion of lock in period:

- i) Either party shall have the right to terminate the contract with one year notice or payment of fixed fee in lieu thereof.**
- ii)** CWC can terminate the agreement by serving 1 (one) year notice, if ABC is in breach of the agreement as listed out in clause 10.2.
- iii)** ABC can terminate the agreement by serving 1 (one) year notice. It is, however, made clear that during this period i.e. the notice period to the entire operations at “Facility”, shall be continued in terms of the provisions of the agreement.

ARTICLE – 11: CONSEQUENCES OF TERMINATION

- 11.1. Upon the expiry of this Agreement or its sooner determination for any reason whatsoever the ABC shall on such termination or determination duly hand back the vacant and peaceful possession of the Premises with all the facilities therein to CWC in sound working condition and without any encumbrance.
- 11.2. In the event ABC fails to hand over the facilities at the Premises and cease to use the licensed premises on the termination or sooner determination of the Agreement without prejudice CWC can clear the Licensed Premises under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, at the risk and cost of the ABC.

ARTICLE –12: LIABILITY & INDEMNITY

- 12.1. Each of ABC and the Member Entity of the Bidding Consortium shall at all times be jointly and severally liable and responsible for the due fulfillment of any and every obligations assumed towards CWC as if each of them have individually entered into this Agreement with CWC.
- 12.2. Each of ABC and the Member Entity of the Bidding Consortium shall duly fulfill and maintain the conditions contained in the tender documents in regard to the Lead Member, the respective shareholding and interest in Bidding Consortium or the Special Purpose Vehicle and shall not withdraw from the project without the prior approval of CWC.
- 12.3. Each of ABC and the Member Entity of the Bidding Consortium shall at all times indemnify and hold harmless CWC from any claim, loss,

damage, cost and expense which CWC may suffer or be subjected to as a result of anything done or performed or caused to be done or performed or omitted to be undertaken by ABC or the Member Entities in regard to the Premises, the facilities or activities of **Domestic Rail infrastructure at CWC-Kalamboli, Kalamboli, Navi Mumbai, Maharashtra-410.**

ARTICLE-13: DISPUTE RESOLUTION

13.1 **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 representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of 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 authorized representatives of M/s..... (name of the ABC) 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 free operation so long as the overall structure of this agreement does not change.

14.2 **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 arbitrator to be appointed by the Managing Director CWC. 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 payment due or payable to CWC shall be withheld on account of such proceedings by the Operator.

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.

ARTICLE-14: GOVERNING LAW & JURISDICTION

- 14 This agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to this agreement.

ARTICLE-15: SURVIVAL OF OBLIGATIONS

- 15 Any cause or action which may have occurred in favour of either Party or any right which is vested in either Party under any of the provisions of the Agreement, during the period of the license, as the case may be, as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the license by efflux of time or otherwise in accordance with the provisions of the Agreement, shall survive the expiry of the license / termination of the Agreement.

ARTICLE-16: SEVERAL OBLIGATIONS

- 16 Nothing contained in the Agreement shall be construed to create an association, trust, Operatorship, agency or joint venture among the Parties and the Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of the Agreement.

ARTICLE-17: SEVERABILITY

17. If, for any reason whatsoever, any provision or any part(s) of the Agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations, effective and applicable during the tenure of the Agreement, by any competent Arbitral Tribunal or court, such provisions shall be fully separable and the Agreement

shall be constructed as if such provision or such part(s) of the Agreement never comprised part of the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision or by its severance from the Agreement.

ARTICLE-18: NOTICES

- 18.1 Any notice or other formal communication to be given by one Party to the other Party under, or in connection with this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by sending to the Regional Manager, CWC, Navi Mumbai having administrative control over the facility or any other officer so authorized and acting on his behalf and any notice so served by hand or courier shall be deemed to have been duly given by Regional Manager, CWC, Mumbai having administrative control over the facility or any other officer so authorized and acting on his behalf.

In relation to the ABC:

In relation to member entities:

- 18.2. A Party may notify the other Party to this Agreement of a change to its name, relevant addressee, address, provided that, such notice shall only be effective on:
- (a) the date specified in the notice as the date on which the change is to take place; **or**
 - (b) if no date is specified or the date specified is less than 10 business days after the date on which notice is given, the date following 10 business days after notice of any change has been given.
- 18.3 Any notice required to be given under this Agreement, except otherwise specifically provided, shall be in writing in the English language.

ARTICLE-19: WAIVER

- 19.1 No waiver of any term or condition or of the breach thereof by any Party shall be valid, unless expressed in writing and signed by such Party and communicated by such Party to the other Party in writing. A waiver by any Party of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or the breach in the future, or waiver of any other terms or conditions or breach of the Agreement.

ARTICLE-20: AMENDMENTS

- 20.1 No amendments, modifications or alterations of or any additions to the terms and conditions of the Agreement shall be valid unless the same be in writing and agreed to by the Parties.
- 20.2 The Joint Committee comprising three authorized representatives including Regional Manager of CWC and equal number (three) of authorized representatives of the ABC 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 free operation so long as the overall structure of the agreement does not change.

IN WITNESS WHEREOF the abovementioned parties have caused their authorized signatories to execute these presents on the date, month and year mentioned hereinabove;

FOR CENTRAL WAREHOUSING CORPORATION

Name: _____
Authorized Signatory

FOR _____
(Name of ABC)

Name: _____
Authorized Signatory

Member Entity No. 1

Name: _____
Authorised Signatory

Member Entity No. 2

Name: _____
Authorised Signatory

Member Entity No. 3

Name: _____
Authorised Signatory

EXHIBIT – 12
MODEL FORM OF BANK GUARANTEE BOND
(TO BE ISSUED BY NATIONALISED/SCHEDULED BANK)

To
The Regional Manager,
Central Warehousing Corporation
Regional Office-Navi Mumbai
Maharashtra

In consideration of the Central Warehousing Corporation, New Delhi (hereinafter called 'the Corporation') having agreed to exempt _____ hereinafter called 'Strategic Alliance Management Operator from the demand, under the terms and conditions of an agreement dated _____ made between _____ & _____ for _____ (hereinafter called the said agreement) of Security Deposit for the due fulfillment by the said 'Strategic Alliance Management Operator(s) of the terms and conditions contained in the said agreement, on production of a bank guarantee for Rs. _____ (Rupees _____ only), we _____ (hereinafter referred {indicate the name of Bank} to as 'the bank') at the request of _____ 'Strategic Alliance Management Operator do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said 'Strategic Alliance Management Operator of any of the terms or conditions contained in the said agreement.

2. We _____ (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said 'Strategic Alliance Management Operator of any of the terms or conditions contained in the said agreement or by reason of the 'Strategic Alliance Management Operator(s)' 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 _____).

3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the 'Strategic Alliance Management Operator(s)/contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto 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 'Strategic Alliance Management Operator shall have no claim against us for making such payment.

4. 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 Corporation under or by virtue of the said agreement have been fully paid & its claim satisfied or discharged or till _____ Corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said 'Strategic Alliance Management Operator(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or extend time of performance by the said 'Strategic Alliance Management Operator(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said 'Strategic Alliance Management Operator(s) and to forebear or enforce any of the terms and 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 'Strategic Alliance Management Operator(s) or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said 'Strategic Alliance Management Operator(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the 'Strategic Alliance Management Operator(s).

7. This Bank Guarantee will remain operative initially for a period of one year with additional claim period of six months and shall be renewed thereafter on yearly basis from time to time during the entire period of the contract agreement equivalent to yearly escalated minimum committed

amount till the continuation of this agreement and shall invariably be renewed 30 days in advance before its expiry every year so that it will remain operative not only for the entire period of the contract (15 years) but also for a minimum period of one year even after completion/termination of the agreement or till Corporation certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Operator(s) so as to satisfy the claims of the Corporation against the 'Strategic Alliance Management Operator, if any, for the agreement to which the guarantee relates. The Bank Guarantee for the 15th year would, however, carry a validity of two years. “

8. We _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Corporation in writing.

9. This branch(Guarantee issuing branch) is competent to issue this guarantee and is also empowered to encash the claim of the Corporation 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 bank)

EXHIBIT-13
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, HauzKhas, 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 Handling and Transport contractor/Strategic Alliance Management Operator (SAMO) at _____ 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 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:-

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, organization 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.
- 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. _____** (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the following instruments:
- (i) Bank Draft or a Pay Order 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.
- (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 CORPORATION 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 6.1(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 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.

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

Witness

1. _____

1. _____

2. _____

2. _____

EXHIBIT-14
TERMS FOR MICRO & SMALL ENTERPRISES

- (a) Tender document shall be provided free of cost to Micro & Small enterprises(MSEs).
- (b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit(EMD).
- (c) MSEs who are interested in availing themselves of these benefits and preferential treatment will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board.
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
- (d) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (e) The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
- (f) In case the MSE does not fulfill the criteria at Sr. No(c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- (g) Participating MSEs quoting price within price band of H1-15 percent shall also be allowed to provide the service by bringing up their price to H1 price in a situation where H1 price is from someone other than a

Micro and Small Enterprise. As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting within the price band of H1-15% will be awarded for full/complete work of tender, considering the sprit of policy for enhancing the Government procurement from MSEs subject to bringing up price to H1 rate after negotiation if any, by the MSE concerned.

EXHIBIT-15

UNDERTAKING

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

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

Further in case of award of work to M/s _____, Address _____ latest Police verification report of the proprietor/directors/owners of the company/Firm/Joint Venture/Consortium shall be submitted by the firm concern.

Date:

(Authorized Signatory)

EXHIBIT-16

Pro-forma for Declaration of Non-Blacklisting

Covering Letter from bidder

(To be submitted on Bidding company letter head)

Dated:

To,

**The General Manager (Project)
Central Warehousing Corporation
Corporate Office,
4/1, Siri Institutional Area,
August KrantiMarg,
HauzKhaz,
New Delhi – 110016**

Subject: Declaration for Not Blacklisted with reference to Tender No.

.....

With reference to the above mentioned tender, we hereby confirm that we have not been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government as on Bid calling date.

Yours faithfully,

For (Bidders Name)

Authorized Signatory

EXHIBIT-17

**AFFIDAVIT
(For Sole Proprietary Firm)**

I,

.....R/o
..... do hereby
solemnly affirm and declare as under:-

1. That I am Sole Proprietor of
.....(Sole Proprietor Firm
Name)

2. That the office of the firm is situated
at.....
.....

DEPONENT

Place:

Date:

VERIFICATION

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT

Place:

Date

VOLUME-II
PROJECT INFORMATION

PROJECT INFORMATION

**Name of Project: Domestic Rail Infrastructure at CWC-
Kalamboli, Kalamboli, Navi Mumbai,
Maharashtra-400707.**

S.No.	Description	Area in Sq. Mtr.
1	Total plot area at CWC, KALAMBOLI	89951
2	Area to be given for SAMO operation : Open half developed container yard at the Domestic side of (adjacent to) the existing Domestic Railway Track with all its existing installations i.e. from small parapet wall of existing domestic side railway track till the boundary wall.	26739
3	Existing Domestic side Railway track shall be for common use of CWC and SAMO to be used for engine escape line and wagon shunting.	4480
4.	Area to be retained by CWC	
	i. Warehouse 4 nos.	10586.40
	ii. Office Block	453.25
	iii. Labour Toilet	33.30
	iv. Pump House	7.05
	v. Labour Rest Room	31.00
	vi. Fire Hydrant House	12.96
	vii. Weigh Bridge Room(1)	Damaged
	viii. Canteen	59.88
	ix. Water tank	61.64
	x. Weigh Bridge Room(2)	12.30
	xi. Security shed, I/c room	27.19
	xii. H&T room	27.19
	xiii. Open yard EXIM side/roads/space in between warehouses, office block at the EXIM side & rail track at EXIM side.	47419.84

~: End of Document:~



Central Warehousing Corporation

(A Government of India Undertaking)

Warehousing Bhawan

4/1 Siri Institutional Area

August Kranti Marg

Hauz Khas

New Delhi-110016.

gmpoject@cewacor.nic.in