



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



No.CWC /RO-MUM / BUSS-SAMO/CFS-DISTRIPARK /2019-20dated.24.12.2019

APPOINTMENT OF
STRATEGIC ALLIANCE MANAGEMENT OPERATOR
(SAMO)

AT

CONTAINER FREIGHT STATION (CFS)-DISTRIPARK,
SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI,
MAHARASHTRA - 400707

24th DECEMBER, 2019

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE-MUMBAI,
SECTOR 20, NEAR APMC FRUIT MARKET,
VASHI, NAVI MUMBAI-400703



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E-Tender Notice

CWC invites e- tenders only from the interested Professionally Competent and financially sound parties for Strategic Alliance Management and operation of its Container Freight Station **(CFS)-Distripark** at Sector – 07 Dronagiri Node, Navi Mumbai, Maharashtra-400707, as detailed below:

Scope of Work	Appointment of Strategic Alliance & Management Operator at CFS- Distripark	
Tender Notice	ONLY Online Tenders (e-tendering) for above work. Tender documents will be available on websites. www.cwceprocure.com , www.cewacor.nic.in and www.eprocure.gov.in	
Tender Type	OPEN	
Schedule of e-Tender	Date and Time for downloading of Documents & payment of Processing Fees.	From 11:00 hrs on 24.12.2019 upto 1700hrs on 30.01.2020
	Last date and time of online bid submission	Upto 17:00hrs on 31.01.2020
	Pre bid meeting	08.01.2020 at 14:00 hrs at CWC, Regional Office, Mumbai
	Date & time of online Technical Bid opening i.e. Step I	At 15:00 hrs on 01.02.2020
	Date & time of online Financial Bid opening	Will be intimated later on.
	NOTE: If the date fixed for opening of Technical	



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	Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.
Bid Validity Period	90 days from the last date for submission of tender. However, CWC may solicit the Bidder's consent for further extension of the period of validity of the bid.
Period of Contract	Period of this contract agreement is for 15 (Fifteen) years. The contract period will start from the date of commencement of the work.
Processing Fee	<p>(i) PROCESSING FEE PAYABLE TO CWC for an amount of Rs. 35,400/- (Rupees Thirty five thousand four hundred only) including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only.</p> <p>(ii) PROSECESSING FEE PAYABLE TO M/s ITI for an amount of Rs.885/- (Rupees Eight Hundred and Eighty Five only) including GST @ 18% (750 + 135= Rs 885/-). The payment should be deposited through e-payment gateway of M/s ITI only.</p>
EMD	<p>The EMD for an amount of Rs 19,10,000/- (Rupees Nineteen Lakh Ten Thousand only) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only (ref. article 5.7).</p> <p>NOTE: The tenderer participating under the category "MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender i.e the Processing Fee payable to CWC as mentioned above, 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, failing which their offer shall not be considered for benefits</p>



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	<p><i>detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.”</i></p> <p>Detailed Terms for Micro & Small Enterprises are mentioned at EXHIBIT-14</p>
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Note:

INFORMATION FOR ONLINE PARTICIPATION:-

- A) All the bidders are requested to get themselves registered well in advance and no extra time will be consider for the delay in online vendor registration, if any. In case, bidders wait till the last movement for uploading tenders, and if any technical problem encountered at that time the bid closing time may elapse. Payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number. Bids for which EMD & Tender Processing Fee has not been received shall be rejected and the bidder will be out of race.
- B) If any bidder wishes to participate in the Corporation tenders bidder has to register their firm in our website www.cwceprocure.com for online e-tendering in consultation with our service provider M/s ITI.
- C) The bidder shall require class III digital signature/digital security certificate for participating in Corporation e-tendering process (for log in, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature can be obtained from any of the authorize agency of CCA (Controller of Certifying authorities) for this a separate processing fee would be payable to the authorized agency of CCA. However, if valid class III digital signature is available with the bidder the same can be used.
- D) The bidder has to register (if not registered earlier) by clicking on the REGISTER ME link on the website www.cwceprocure.com. **Central Warehousing Corporation has waived off registration charges of Rs. 5000/- with effect from 17.07.2018 for vendors and customers who intend to participate in e-tender & auction portal www.cwceprocure.com.**



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The detailed procedure for registration is as under:

- i) Go to the [url:- www.cwceprocure.com](http://www.cwceprocure.com)
 - ii) Click on the REGISTER ME link
 - iii) In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information, correct e-mail address and submit form.
 - iv) The user-id and password are generated in the form of Acknowledgement.
- E) The person authorized to participate in the bidding on behalf of the bidder i.e. Authorized Signatory can submit the bid under Digital Signature none other than the one issued to him. Noncompliance will lead to summarily rejection of the bid.
- F) Enquiries / Clarification, if any may be submitted **upto 1700 hrs on 08.02.2020** to Regional Manager, CWC, Regional Office-Mumbai. Clarifications will be published on the CWC website www.cewacor.nic.in , www.eprocure.gov.in and www.cwceprocure.com
- G) DOWNLOADING OF TENDER DOCUMENT: -The tender document is available only in electronic format which the tenderers can download free of cost from the above mentioned websites.
- H) SUBMISSION OF TENDER:-Tenderer shall submit their offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

Tenders not accompanied with all Exhibits duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signature shall be liable to be ignored.



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i. Checklist: A checklist as provided with the Template for Step-1: Pre-qualification (Technical) Bid is also required to be duly filled and uploaded.

ii. Tenderers who wish to participate in e-tender enquiry need to fill data in pre-defined forms of Pre-qualification (Technical) Bid, Financial Bid in Excel formats only.

iii. After filling data in pre-defined forms, tenderers need to click on final submission link to submit the encrypted bid.

iv. In the event of any document being found fabricated / forged / tampered / altered / manipulated during verification, the EMD of the tenderer shall be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.

v. In case any of the uploaded documents is not legible then the Corporation reserves the right to call for legible hard copies of the same and / or originals for scrutiny / verification. In such a case the bidder must furnish the documents called for within the stipulated time either by post / courier or in person.

Note: Tenderer should upload ***all the required documents with the tender under valid digital signature.***



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FOR any clarification regarding online participation,
contact:-

M / s. *ITI*

For assistance on-tendering, may call
following helpline numbers:

Sh. Mushtaq: 08879375522

The Regional Manager
Central Warehousing Corporation
Regional Office, Mumbai

Fax No.:91-22-27840862

Phone:91-9594847373

E-Mail: rmmum@cewacor.nic.in

Website: www.cewacor.nic.in



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DISCLAIMER

Though adequate care has been taken in the preparation of this Request for Proposal document, 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/ICD, as the case may be.

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 on or before 08.01.2020 up to 1700 Hrs, it shall be deemed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects.

CWC and the Strategic Alliance Management Operator (SAMO) shall have to follow the provisions of Customs Act, 1962 and the "Handling of Cargo in Customs Areas Regulations, 2009" in its letter and spirit. As per Regulation 6(2) of the "Handling of Cargo in Customs Areas Regulations, 2009", the Corporation is required to seek permission from the Customs for the purpose of appointment of SAMO. Any delay in getting the required permission from the Customs, shall not entitle the SAMO to claim any compensation/damages against the Corporation.

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



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be intimated to all parties procuring this Request for Proposal and shall be posted on CWC's website <http://www.cewacor.nic.in>; on the CPP Portal eprocure.gov.in; and on the CWC's tender portal www.cwceprocure.com, for the benefit of such 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. If they fail to do so the CWC shall in no way be liable for the same. However, changes/ clarifications, if any, shall be posted on the website latest by two days prior to close of downloading of the Tender.

The Regional Manager

Central Warehousing Corporation
Regional Office-Mumbai,

Sector 20, Near APMC Fruit Market,

Vashi, Navi Mumbai- 400703

Fax No. : 91-22-27840862.

Phone: 91-9594847373.

E-Mail: rmmum@cewacor.nic.in



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VOLUME-I

REQUEST FOR PROPOSAL



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REQUEST FOR PROPOSAL

Details of Tender:

Strategic Alliance Management Operator (SAMO) for Handling & Transportation of containers, Maintenance and Operation at the Container Freight Station as set out in the e-Tender Notice dated 24.12.2019.

Notes:

1. This Document is in two volumes:
Volume I: Request for Proposal (RFP)
Volume II: Project Information (PI)
2. **Volume I** contains **91** pages i.e. page **No. 10 to 101.**
Volume II contains **03** pages i.e. page **No. 102 to 104.**
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 **24.12.2019.**
4. **DISQUALIFICATION CONDITIONS:**
 - a) 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 the date of publication of NIT.
 - b) If the proprietor / any of the partners of the firm / any of the Director of the bidder has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence:
Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, such bidder will be ineligible.



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However, on acquittal by the appellate court the tenderer will be eligible. The bidder is required to furnish a self-certificate as per **Exhibit-15**

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.



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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 18. Exhibit -10 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 handling & transportation of containers, maintenance, marketing and operations of its **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707 for Fifteen (15) years.**

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 CFS. 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 STATUS OF THE DOCUMENTS:

This document is not an offer by CWC to sell or part away its assets and facilities in the CFS but is only an offer to allow an entity to provide services for maintenance, marketing and operations of CFS.

1.3 STATUS OF FACILITY:

The premises and facility of the CFS have been developed and are owned by CWC. The Strategic Alliance Management Operator will conduct marketing, operations and offer commercial services at CFS complex pursuant to agreement with CWC and under the condition(s) that the operator may enjoy the right of use and secure commercial benefit for the operation as specified in these documents subject to due and faithful fulfillment of all obligations of the operator as specified in these documents.

The proposed agreement restricts the use of facilities made available to the successful bidder (**ref. Volume-II: Project Information**) for specific purposes
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and for uses which are supportive for terminal/multimodal operations. The SAMO shall have to follow the “Handling of Cargo in Customs Areas Regulations, 2009” in letter & spirit. No claim/damages shall lie against the Corporation in the eventuality of termination/suspension of CFS/ICD operations owing to any violations of ibid regulations.

The continued beneficial use of the facilities will be conditioned by the efficient, safe and environmentally sound provision of terminal services specified along with adequate maintenance of the CFS.

2. ABBREVIATIONS &DEFINITIONS

2.1 ABBREVIATIONS:

(i) **CFS:** Container Freight Station.

(ii) **ICD:**Inland Clearance Depot/ Inland Container Depot.

2.2 DEFINITIONS:

(i) 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.

(ii) Bidding Consortium/Joint Venture:

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. Joint Venture would mean a joint arrangement, entered into in writing, whereby the parties that have joint control of the arrangement, have rights to the net assets of the arrangement. The usage of the term is similar to that under the Accounting Standards.

(iii) Lead Member:

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



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(iv) 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.

(v) 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).

(vi) 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.

(vii) Facility:

The expression ‘Facility’ means the **Container Freight Station-Distripark** constructed by Central Warehousing Corporation **at Dronagiri Node, Navi Mumbai, Maharashtra-400707** including the assets installed thereon as described in **Volume-II**.

(viii) Managing Director:

‘Managing Director’ shall mean the Managing Director of Central Warehousing Corporation.

(ix) Regional Manager:

‘Regional Manager’ shall mean the Regional Manager, Central Warehousing Corporation having administrative control over the facility.



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(x) 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.

(xi) 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.

(xii) Project:

To operate and maintain the 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-10**.

(xiii) Proposal:

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

(xiv) Request for Proposal:

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

(xv) ABC:

The bidder successful in terms of this tender enquiry for selection of Strategic Alliance Management Operator as defined at (x) above. 'ABC' in this RFP document refers to and to be replaced by the name of the successful bidder.

(xvi) Total Turnover

The aggregate of all revenue from the operations & maintenance of the CFS-Distributary at Dronagiri Node, Navi Mumbai charged by ABC (as defined at (xv)) to the users, whether or not such revenue are actually realized from the users and shall include;



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- a) All the revenue earned from handling and movement of containers including ICD operations, inter CFS transfers and transshipment;
- b) All the revenue earned from handling of any cargo other than container.
- c) Shifting of containers from one yards to another within the CFS for customs inspection or any other purpose and subsequent loading for delivery including ICD operations;
- d) Additional charges per day for electricity consumption and monitoring reefer containers;
- e) Additional service charges for stacking containers for custom examination or for any other purpose by prior arrangement.
- f) Income from dwell time/storage charges from cargo/container.
- g) Storage charges on uncleared cargo;
- h) Surplus, if any from sale of unclaimed/longstanding/time barred goods after deducting all the costs, expenses, taxes, duties and other payables with regards to the unclaimed goods;
- i) Charges for miscellaneous services rendered to customers viz. third party logistics, repair, cleaning, office space and renting etc;
- j) Any adjustments for the Gross Revenue from the operations for the previous month/month ; and
- k) All other charges not specified above, if any, for handling containers/cargo within/from the CFS.
- l) Any income earned by ABC from the activities carried out in the area de-notified at the request of ABC and any facility created by ABC within the premises of CWC.
- m) Expenditure, of whatsoever nature, incurred by ABC shall not be appropriated/deducted from the gross revenue, while calculating the total revenue; and
- n) Any other income earned by ABC not specified above and directly attributable to the projects.

Provided however that any income earned from the following activities shall be excluded from the computation of Total Turnover:

- a) Income from investing surplus funds;
- b) Income from any other investments not directly related to the Project.

Provided also that notwithstanding anything contained in this Agreement the Total turnover shall not include taxes or charges collected by ABC from the users of the services and paid or remitted to the authorities concerned.

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 **Container Freight Station (CFS)-**



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Distributary at Dronagiri Node, Navi Mumbai, Maharashtra-400707 for a period of **Fifteen (15) years**, with entities who have the required experience, expertise and technology matching with international standards in the areas of-

- Operation and Management of CFS/ICD.

AND

- Marketing to achieve optimum levels of capacity utilization and offer cost-effective, value added service to the customers.

CWC's objective is to select an entity, which has the organizational capability to successfully equip, market, operate and maintain the Facility, and **who is not only in a position to commit a Minimum Guaranteed Throughput (MGT) as prescribed but also offer the most attractive commercial terms to CWC.** CWC shall enter into a Strategic Alliance Management and Operation Agreement with the successful Bidder.

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 as specified below:

Step 1: Information for Pre-Qualification, Business Proposal and Conditions (Exhibits 1 to 17)

Step 2: Financial Bid (Exhibit-18).

The proposals received would be subject to a two-step evaluation as below:

4.1 STEP- 1: PRE-QUALIFICATION OF BIDDERS

In the first step, CWC will evaluate the information submitted by the bidder in Step 1 to select the pre-qualified bidders.

4.1.1 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:



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- (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 (ref. Article 5.6)
- (v) The bidder has not quoted for all the items, as specified in **Exhibit-18**.
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / 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 the date of publication of NIT.

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

4.1.2: Further evaluation of Step-1: 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 **ten (10) days**. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

The Missing document to be submitted should not be of a date later than the date of submission of original bid, however the pre-contract integrity pact as per Exhibit-13 and Affidavit of proprietary firm as per Exhibit-16 submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the



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- document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer.
- (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 either to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications will be part of the Proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

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

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



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- (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.

4.2 STEP 2 - EVALUATION OF FINANCIAL BID

Financial Bid in respect of the bidders declared as Pre-qualified in evaluation of technical bid will be opened. The Financial Bids will be ranked on the basis of the total quoted amount (FIXED AMOUNT and VARIABLE AMOUNT on Minimum Guaranteed Throughput (MGT) (as specified in Clause 6.2 c)). The bidder having quoted the most attractive commercial terms on the committed MGT 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)+ {(MGT commitment as specified in Clause 6.2 (c)) X (Quoted per TEU Variable Amount as per Clause 7.2 NOTE (2))} + {(MGT commitment as specified in Clause 6.2 (c)) X (Rs 12500/-* per TEU) X (Quoted Revenue Sharing Percentage)}]

*** Considered as the total turnover towards per TEU operations for the sake of calculation only, to arrive H1 bidder.**

NOTE: In case, the total quoted amount as worked out above is found to be same for more than one bidder, for arriving H1 tenderer the criteria for higher turnover as per **clause 6.2 (b) will be taken into consideration.**

Conditional tenders are liable to be rejected.

5. PROCEDURE TO BE FOLLOWED

5.0 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:



No.CWC/RO-MUM/BUSS-SAMO/CFS-DISTRIPARK/2019-20 dated.24.12.2019

The Regional Manager
Central Warehousing Corporation,
Regional Office-Mumbai, Sector 20,
Near APMC Fruit Market, Vashi, Navi Mumbai-400703.
Fax No. : 91-22-27840862, Phone: 91-9594847373
E-Mail: rmmum@cewacor.nic.in

All queries that are received on or before 1700 hrs on 08.01.2020 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, eprocure.gov.in and www.tenderwizard.com/CWC. No separate communication shall be issued.

Pre bid meeting will be held on 08.01.2020 at 1400 hrs at CWC, Regional Office, Mumbai.

Request for clarifications received after 1700 hrs on 08.01.2020 shall not be entertained.

5.1 SITE VISIT:

The bidders are advised to visit the respective site 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 they are satisfied with 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-12: Undertaking for Minimum Guaranteed Throughput
- iii) Exhibit-13: Pre-contract Integrity Pact



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- iv) Exhibit-15: Undertaking for disqualification conditions
- v) Exhibit-16: 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 Financial Bid:

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

5.3 The Bidder shall submit its offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned in the tender notice. 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 six documents as mentioned in clause-5.2 which shall be mandatorily inked signed before uploading the same.

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, Regional Office-Mumbai, 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



No.CWC/RO-MUM/BUSS-SAMO/CFS-DISTRIPARK/2019-20dated.24.12.2019

- 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 summarily rejected.
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 4.1.2 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/Joint Venture**, the Proposal submitted by the Consortium/Joint Venture 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 can propose to be a member of more than one Bidding Consortium/Joint Venture 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 “**Authorized 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



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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 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. The SAMO/Operator/ABC shall adhere to Digital mode of transaction whenever required as per the statutory requirement.
15. SAMO/Operator/ABC will ensure providing Electronic Toll Tags for all vehicles engaged by him for transportation of EXIM cargo.
16. Conditional tenders are liable to be rejected.

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 ninety (90) 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 their original offer/proposal in any other respect.

5.7 EARNEST MONEY DEPOSIT (EMD)

The EMD for an amount of Rs **19,10,000/- (Rupees Nineteen Lakh Ten Thousand only)** shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI. only.

No proposal shall be considered which is not accompanied by the required Tender Fee, Processing Fee and Earnest Money Deposit. Payments shall be
RFP- Appointment of SAMO at CWC CFS - Distripark, Dronagiri Node, Navi Mumbai. |Page25 of 104



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subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number.

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 (05) 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 thirty (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 tender (i.e. Processing fee payable to CWC as stipulated in the tender notice) 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 (if applicable), 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 equip, operate and maintain the Facility and the Commercial strength to achieve optimum levels of capacity utilization and maximize commercial benefits to CWC.

6.2 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE QUALIFICATION:



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

- a) The bidder should have proven handling experience at Customs Ports as Shipping Agent/Shipping Company/Shipping Line/Customs House Agent/Consolidator/NVOCC Operator/3PL Service Provider/ Container Terminal Operator/ CFS Operator/ ICD Operator/ Importer/Exporter/Transporter/Warehousing Service Provider/Logistics Service Provider with minimum aggregate throughput of **21600 Loaded TEUs** in any of the last five (05) financial years (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19).

OR

The bidder should have handled the sea-borne container traffic/ transportation of a minimum throughput of **21600 loaded** TEUs in any of the last five (05) financial years (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19).

AND

- b) The Tenderer should have achieved the minimum average turnover of **Rs. 3.00 crore** in any of the last five financial years i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19. If the audited report of 2018-19 is not available, the audited report of 2013-14 may be taken into consideration.

AND

- c) The bidder shall commit minimum guaranteed throughput (MGT) of **72,000 TEUs (Loaded Import & Loaded** Export containers) per annum at Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707.

AND

- d) The bidder should have a positive net worth.

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



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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 five financial years (2014-15, 2015-16, 2016-17,2017-18 & 2018-19) for all the bidders/entities who are desiring to be considered for evaluation of the Proposal for pre-qualification. If the audited annual accounts of 2018-19 are not available, audited annual accounts for 2013-14 may 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, etc., as the case may be, of all member entities of Bidding Consortium.
- Section 7** Details of customers on whose behalf containers were handled duly certified by the concerned agency to satisfy the eligibility criteria at clause 6.2(a) of RFP.
- Section 8** Bidders have to submit Bid document including NIT and RFP together with proposed agreement at



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Exhibit-10, Performance Bank Guarantee at **Exhibit -11 & Volume- II.**

Section 9 The bidder shall submit an undertaking for disqualification conditions (ref. para 4 of Notes under heading 'Request for Proposal' i.r.o the proprietor/directors/owners of the company including firm/company/joint venture/sole proprietary firm/partnership firm.**(Exhibit-15)**

Section 10 Bidder shall submit an undertaking as per **Exhibit-12** to commit Minimum Guaranteed Throughput (MGT) per annum.

Section 11 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.**(Exhibit-16)**

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 along with 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.



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D) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A CONSORTIUM/JOINT VENTURE

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. Memorandum of Association (MOA) and Article of Association (AOA) in respect of each member entity to be submitted. The Board resolution from each member entity for formation of consortium and authorizing its signatory along with power of attorney also to be submitted. The pre-contract integrity pact in respect of each member entity of consortium also needs to be signed and submitted.

7 ACCRUALS TO CWC

7.1 FIXED AMOUNT:

The minimum Fixed Amount accruing to CWC shall be as under.

The bidder is required to quote an amount not less than the minimum Fixed Amount as stated below:

Minimum Fixed Amount/Fee (per annum)	Rs. 1.64 crore
---	-----------------------



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7.2 VARIABLE AMOUNT:

In addition to Fixed Amount, the Variable Amount per TEU will be accruing as per 'B' of **Exhibit-18** on actual TEUs handled during the year subject to minimum guaranteed throughput (loaded) per annum as stated below:-

Minimum Guaranteed

Throughput (MGT) per annum (in TEUs): 72,000 TEUs

NOTE:

- 1) For the purpose of counting of actual number of TEUs for throughput.
 - a) The container entering in as loaded and going out as empty, the container entering in as empty and going out as loaded, container entering in as empty and going out as empty will be counted once and variable amount shall be payable for the same.
 - b) The container entering in as loaded and going out as loaded for Factory Destuffing (FDS), Export Buffer, On-Wheel, Back to Port container will be counted once, however, the container entering in as loaded with import cargo and going out as loaded with export cargo/hub cargo will be counted twice for the purpose of computation of TEUs for throughput.
- 2) Variable Amount per TEU (20 ft. container) for actual number of TEUs handled in the year as defined above subject to MGT shall accrue to CWC as stated below:

The bidder is required to quote amount **above/equal to the Minimum Variable** amount as stated below;

Minimum Variable

Amount/Fee (per TEU)

Rs. 625/-

Note: Bidder may quote above/equal to the Minimum variable Amount/Fee of Rs 625/- per TEU



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7.3 Revenue Sharing

In addition to accrual to CWC as mentioned above in Clause 7.1 & 7.2. Percentage of Revenue Sharing on the total Turnover shall accrue to CWC as stated below:

The bidder is required to quote amount above/equal to the Minimum Percentage of Revenue Share as stated below:

Minimum Percentage of Revenue Share: 2%

7.4 Escalation of the Fixed Amount and Variable Amount:

The Fixed Amount and the Variable Amount to be quoted by the bidder shall be subject to a yearly escalation of **6% (six percent)** per annum on compoundable basis. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve (12) months of date of commencement of operation at the facility.

“In addition to Fixed Fee and Variable Fee as stated above, Revenue Share on total turnover as quoted by ABC is also payable by ABC to CWC”.

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 CFS 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 up to 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. FIXATION OF TARIFF/USER CHARGES:

The schedule of charges to be collected/levied from users for various Services shall be published by CWC as a custodian.



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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



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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.



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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 Regional Manager
Central Warehousing Corporation

.....
.....
.....
.....-.....

Dear Sir,

Sub: Tender for appointment of SAMO at CWC Container Freight Station (CFS) - Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707 –reg.

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 90 (ninety) 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/Joint Venture)**



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



No.CWC /RO-MUM / BUSS-SAMO/CFS-DISTRIPARK /2019-20dated.24.12.2019

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.

For and on behalf of:

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



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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/Joint Venture whose strengths are to be considered for evaluation)

Date:

Place:

The Regional Manager
Central Warehousing Corporation

.....
.....
.....
.....-.....

Dear Sir,

Sub: Tender for appointment of SAMO at CWC Container Freight Station (CFS) - Distripark, Dronagiri Node, Navi Mumbai, Maharashtra-400707- Reg.

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/ Joint Venture represented by _____ (name of the Lead Member);
 - The MOU signed between/among _____ (name(s) of member entities; and



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- 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/Joint Venture) 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/Joint Venture 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:



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EXHIBIT-4
DESCRIPTION OF THE BIDDER

A.	Name of the Bidder	
	Sole proprietorship, Registered Partnership Firm, Company or Bidding Consortium/Joint Venture	[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/Joint Venture	
D.	PAN No. of the Bidder	
E.	GST Registration No. of the bidder	

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



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EXHIBIT-5
CONSIDERATION FOR STEP-1 EVALUATION

CONSIDERATION FOR EVALUATION

FOR BIDDER/ BIDDING COMPANY:

- For evaluation under the **Financial Capability** criteria, the strength of the Bidder as per Article 6.2(b) shall be considered.
- For evaluation under the **Operational Capability**, the experience and track record of the Bidder as per Article 6.2(a) shall be considered.
- For evaluation under the **Commercial Capability**, the ability for captive cargo commitment of the Bidder as per Article 6.2(c) shall be considered.

FOR A BIDDING CONSORTIUM/JOINT VENTURE:

- 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 consortium members 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 consortium members 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 captive cargo commitment of all the Member Entities shall be considered.



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EXHIBIT-6
INFORMATION FOR PRE-QUALIFICATION:
CONSIDERATION FOR STEP 1 EVALUATION

A. Bidder to be considered for Financial Capability
(ref. to Exhibit-5):

Name of the Bidder/Bidding Company/Lead Member/Consortium Member to be considered for evaluation of Financial Capability.	

B. Bidder to be considered for Operational Capability
(ref. to Exhibit-5):

S. No.	Name of the Bidder/Bidding Company/Lead Member Consortium Member	Percentage of Minimum Experience

C. Bidder to be considered for Commercial Capability
(ref. to Exhibit-5):

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



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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 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 five (05) financial years (2013-14, 2014-15, 2015-16 , 2016-17&2017-18)(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 2017-18 the Audited Annual Report for the year 2012-13 may be submitted.



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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.



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

All Bidders/Promoters/Member Entities (including all identified third party Strategic Alliance Management Operators who are to interface with the Bidder/ Bidding Consortium/Joint Venture 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	



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



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INFORMATION FOR PRE-QUALIFICATION OPERATIONAL CAPABILITY-FORMAT1

C	Throughput Information (Imports & Exports)	2014-15	2015-16	2016-17	2017-18	2018-19
1	Cargo Throughput General/break-bulk / containersable cargo (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 p.a.					
3.4	Others (please specify) TEUs (p. a.)					
4	Container Stuffing/De-stuffing:					
4.1	Stuffed TEUs (per annum)					
4.2	De-stuffed TEUs (per annum)					
D.	Additional Information	2014-15	2015-16	2016-17	2017-18	2018-19
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	Whether currently supporting EDI function					
2.2	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					



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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.



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

All Bidder/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.



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EXHIBIT-9
BUSINESS PROPOSAL

Note: The bidders are required to submit their write-up on business proposal covering all the aspects stipulated hereunder, and their acceptance thereof on their letterhead.

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 & variable amount due on MGT. CWC has proposed a mechanism for payment mode as described in Article 6.1 (g) of Exhibit-10. The Bidders are requested to indicate their acceptability to these terms.
2.	Statutory Obligations The CFS operations are required to be bound by the terms and conditions imposed on CWC by various bodies like Inter-Ministerial Committee and Customs Authorities etc. The Bidders are required to ensure conformance with: <ul style="list-style-type: none">• The bodies mentioned above• The operational requirements of the concerned gateway port/s• Other statutory obligations and provisions which govern business operations at the facility more particularly “Handling of Cargo in Customs Areas Regulations, 2009” as amended from time to time. • In case of the partial de-notification of the facility to undertake general warehousing business, then necessary statutory obligations like obtaining local body license/permission or other associated permissions, if any, required, shall be complied without fail by the ABC. If any fall out due to non-compliance on this account, CWC shall not be held responsible at all.
3.	Maintenance and Repairs Facility & infrastructure is offered on “as is where is” basis only. Proper and periodic maintenance and repairs of the entire CFS Facility is one of the key obligations of the Operator. The Bidders are required to undertake periodic maintenance and repairs.



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	<p>The minimum essential repair schedule is given below:</p> <ul style="list-style-type: none">(i) Drainage Clearance: Once in a year before the onset of monsoon, and as and when required;(ii) Boundary Wall: Clearing of creepers/wild vegetation on and around as and when required;(iii) White Wash/Color Wash of assets/painting of gates, boards, shutters, stack lines twice in five years.(iv) CWC/Customs boards shall be installed, painted & maintained as per schedule at (iii) above or whenever updation to display information is required.(v) Roof and Floor: As and when required.(vi) Damage to CWC Property: to be restored immediately.
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4. Capability of the Bidder to Assure Cargo

The Bidders are requested to provide their estimates of:

Captive cargo traffic of the Bidder/his Associates that would be available for handling at the CFS facility.

The source (e.g. shipping lines), nature of containerisable Cargo and the quantum (in terms of TEU throughput p.a.) of such captive cargo/other cargo that is available in the region with them.

The quantum of such traffic that will be available for the business activity proposed at the Facility

5. Conflict of Interest

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 cannot be used for any purpose/s which is/are conflicting with the interest/s of the Corporation.

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 and/or the interests of third party users are not compromised by the Bidder's business operations in the



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Facility/Bidders other business interests.

- Where the Bidder is also a proposed user of the Facility;

OR

- Where the Bidder runs a parallel facility/offers similar services in the region;

OR

- Where the Bidder has interests that may exclude or discourage certain customers or users from the facility.



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EXHIBIT - 10

STRATEGIC ALLIANCE MANAGEMENT AGREEMENT

This Strategic Alliance Management Agreement (herein after referred as **‘the Agreement’**) is made at 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



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at _____;(b) _____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office a _____; 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 handling & transportation of containers, maintenance and



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operation of its ICDs/CFSs at different places including at (Name of the place)

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 CFS 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 CFS 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.
- **Amounts Due/Any Other Dues** means any amounts that are due to the corporation towards the consideration as defined in Article 6



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hereunder, amounts towards penalties, claims, fines, imposed on the Corporation by a government agency against the Custodian Bond/ Carrier/Continuity Bond furnished by the Corporation to the Customs with or without Bank Guarantee, for acts of ABC.

- **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, including “Handling of Cargo in Customs Areas Regulations, 2009” as amended from time to time.
- **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).
- **Date of commencement of operations** shall mean the date of receipt of approval from the customs authorities for the SAMO arrangements or receipt of first cargo consignment/container in the CFS facility, in anticipation of customs approval, whichever is earlier.



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- **Facility** means the CWC's **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707** including the assets installed at the Facility as described in **Volume-II** of RFP document.
- **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 the CWC's **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707**.
- **Salary:** The cost to company of the employee which includes basic pay, dearness allowance (DA), HRA, perks and superannuation benefits as applicable from time to time. Reimbursable amount of salary shall be calculated as per following example:
 - i. Basic Pay: Rs 40,000/-
 - ii. DA : Applicable % of DA on (i) above e.g. 14.8% DA on Basic Pay i.e. Rs 5920/-
 - iii. HRA : Applicable Rate e.g. 24% on (i) i.e. Rs 9600/-
 - iv. Perquisites: 35% on (i) above i.e. Rs 14000/-
 - v. Superannuation Benefits: 30% on (i) & (ii) above i.e. Rs 13776/-



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vi. Leave Benefits: 11.11% on (i) & (ii) above i.e.5102/-

vii. Total : 88398/-

- **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**.
- **Total Turnover**

The aggregate of all revenue from the operations & maintenance of the CFS – Distripark at Dronagiri Node, Navi Mumbai charged by ABC (as defined at (xv)) to the users, whether or not such revenue are actually realized from the users and shall include;

- a) All the revenue earned from handling and movement of containers including ICD operations, inter CFS transfers and transshipment;
- b) All the revenue earned from handling of any cargo other than container.
- c) Shifting of containers from one yards to another within the CFS for customs inspection or any other purpose and subsequent loading for delivery including ICD operations;
- d) Additional charges per day for electricity consumption and monitoring reefer containers;
- e) Additional service charges for stacking containers for custom examination or for any other purpose by prior arrangement.
- f) Income from dwell time/storage charges from cargo/container.
- g) Storage charges on uncleared cargo;
- h) Surplus, if any from sale of unclaimed/longstanding/time barred goods after deducting all the costs, expenses, taxes, duties and other payables with regards to the unclaimed goods;
- i) Charges for miscellaneous services rendered to customers viz. third party logistics, repair, cleaning, office space and renting etc;
- j) Any adjustments for the Gross Revenue from the operations for the previous month/month ; and
- k) All other charges not specified above, if any, for handling containers/cargo within/from the CFS.



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- l) Any income earned by ABC from the activities carried out in the area de-notified at the request of ABC and any facility created by ABC within the premises of CWC.
- m) Expenditure, of whatsoever nature, incurred by ABC shall not be appropriated/deducted from the gross revenue, while calculating the total revenue; and
- n) Any other income earned by ABC not specified above and directly attributable to the projects.

Provided however that any income earned from the following activities shall be excluded from the computation of Total Turnover:

- c) Income from investing surplus funds;
- d) Income from any other investments not directly related to the Project.

Provided also that notwithstanding anything contained in this Agreement the Total turnover shall not include taxes or charges collected by ABC from the users of the services and paid or remitted to the authorities concerned.

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 **Container Freight Station (CFS) - Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707** 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 under supervision and monitoring of CWC shall include the following:

- i) Marketing of facilities, handling the import and export cargo including stuffing/ Destuffing delivery of containers;
- ii) Operation and maintenance of a buffer yard;
- iii) Warehousing facilities;
- iv) third party logistics;
- v) bonded warehouse facilities;
- vi) survey and inspection of containers;
- vii) repair yard for equipments and other related equipment;



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- viii) any other container handling and transportation service.
- ix) any other related activities which are normally conducted at any CFS/ICD except fumigation of Container/Cargo and auction of uncleared cargo which shall be carried out by CWC. The sale proceeds from uncleared cargo to custodian account will be shared on 50:50 basis with SAMO, whereas the fumigation charges shall accrue to CWC account only. However, sharing of auction sale proceeds i.r.o. uncleared/unclaimed cargo delivered after the exit of SAMO will be dealt as per para 13.1 of the Article 13- Special Terms & Conditions.
- 2.3 ABC shall be entitled to market such facilities to interested parties provided, however, that the ABC shall always transact all such business with any person including its related and associated companies on “arms-length basis” and in accordance with “good industry practice”.
- 2.4 The charges for the provision of services to all persons shall at all times be market driven and the ABC shall not show any undue preference to any person.
- 2.5 The tariff for the various facilities and services offered to the customers and users will be driven by market forces and shall be published by CWC.
- 2.6 The Operator shall frame and implement procedures for operation of the facilities under supervision and monitoring of CWC
- 2.7 In case Strategic Alliance Management Operator requests for additional construction/modification (including de-notification), it will be done at their own cost with prior approval of Corporation. For this purpose, the Operator will request the Corporation for approval and submit their business proposal along with drawing/design to Corporation for its approval. This infrastructure developed/modified by the Operator shall be transferred to Corporation after completion/termination of agreement on “as is where is” basis.

ABC as per provisions of this document may undertake development of infrastructure i.e. demolition of existing structures completely or partially, in order to fulfill modern warehousing requirements/customer



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demands or creation of new facility like cold storages or temperature controlled warehouse either by demolishing exiting structures to re-arrange/reconstruct the same for optimum utilization of the space as per their OM&D plan.

- i. ABC shall not be charged any written down value of the present assets, if the present structure/capacity is **demolished & re-created with same capacity** in form of covered capacity (to be re-created as either in form of warehouse / cold /temp. controlled storages or mix).
 - ii. But If complete structures/partial structure are demolished and further facilities/structures of same capacity are not created at the facility which are essential for functioning of a CFS (equal to the capacity demolished in form of either warehouse/cold/temp. controlled storages or mix), then written down value as per books of account of CWC shall have to be paid by ABC immediately after completion of initial two years of demolition date.
 - iii. Whereas, when ABC decides to exit and warehousing infrastructure as mentioned herein (equal to the capacity demolished in form of either warehouse / cold /temp. controlled storages or mix) is not re-created then the written down value as per books of account of CWC plus cost as decided by CWC which will involve recreation of infrastructure and cost of opportunity lost (@ highest slab of storage charges for Covered Godown/sheds) till the time warehousing infrastructure is ready for use at the facility shall be recovered from ABC.
 - iv. WDV shall not be payable by ABC in case of modification of existing facility to meet the need of modern warehousing requirements/customer demands, without demolition of the existing/original structures.
 - v. ABC shall handover the facility to CWC at the end of contract period or at the time of exit from the contract, in usable condition, failing which repairing cost as decided by CWC, shall be payable by ABC to CWC.
- 2.8 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.
- 2.9 The parties hereto confirm that:-
- (a) The legal and judicial possession of the said land has remained and shall remain with CWC.



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- (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.
- (d) At all given times, CWC shall maintain minimum staff of 05 (Five) person at the CFS to supervise and monitor the operations undertaken at CFS. For this ABC shall reimburse towards the salary amount of staff on actual basis.
- (e) CWC, being custodian, shall be responsible to the Customs and other statutory authorities for loading, unloading and safe custody of import/export goods in CFS as well as transportation of the containers carrying the import/export goods between the port and CFS till the goods are cleared for home consumption/warehoused or transshipped or exported out of India, as the case may be.
- (f) CWC shall comply with all the provisions of section 45 of the Customs Act, 1962 as well as rules and regulations and instructions issued by the Central Board of Excise and Customs and the jurisdictional Commissioner of Customs and for that purpose, CWC shall execute Custodian-cum-

Carrier Bond in favour of the President of India with or without security or bank guarantee as the Customs direct and keep the same alive from time to time.

- (g) CWC shall ensure adequate arrangement for sanitary facilities, water supply, canteen and other allied facilities, for the Customs Officers working in the area.
- (h) **CWC shall arrange round the clock security of the CFS premises by deploying 03 (Three) number of security guards per shift and rest of the deployment of the security shall be arranged by ABC as per the direction of CWC.**



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- (i) CWC shall pay the cost recovery charges and other expenses as may be demanded by the Customs in respect of Customs staff posted at the CFS from time to time.
- (j) CWC shall arrange adequate insurance of all goods including custom duties which are held inside the CFS, 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 in consultation with ABC. ABC shall arrange a transit insurance i.r.o. cargo/ container/stocks transported by it between port to CFS & vice versa to protect the interest of users, Corporation and customs duty. In the event of any dispute going to court/tribunal/arbitration relating to insurance claim of stock/transit claim during transportation of cargo/container/stocks and claims of any other nature on account of handling within the premises, all expenses including legal fee etc. will be borne by ABC.
- (k) CWC shall carry out fumigation of container/ cargo inside the CFS as per the tariff and retain the amount so realized from users. This amount will not be shared with ABC.
- (l) ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments, made to any person including payments made by CWC against the carrier cum-custodian bond with or without Bank Guarantee submitted by CWC to the Customs in respect of the operations being carried out by ABC or their representatives or agents.
- (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) CWC shall pay taxes to Municipality (**Property taxes**)/Gram Panchayat/ nonagricultural assessment tax/ CIDCO service charges, as demanded by the concerned authorities from time to time.
- (o) Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.



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(p) CWC will avail benefit available under the Service Exports from India Scheme (SEIS) under the Foreign Trade Policy, exclusively. **ABC shall submit disclaimer certificate in this regards along with all requisite documents/details to CWC, as and when required.**

2.10 Both the parties agree that expenses and charges specified in **clause (d), (g), (h), (i) & (j) of Article 2.9 above paid by CWC shall be reimbursable by ABC**, which shall be adjusted from the payment payable to ABC. In case of amount falling short, ABC shall pay to CWC within 3 days of demand, failing which CWC shall be entitled to enforce the Bank Guarantee furnished by ABC.

2.11 CWC is the owner of the facility and custodian on behalf of the customs retaining the onus of notification in its favour. Therefore, contracts such as for MPLS(Multi-Protocol Label Switching) and dedicated leased line connectivity for functioning of ICS1.5 EDI(Electronic Data Interchange), web-check-in connectivity with port, onsite facility management should be in the name of CWC.

ARTICLE - 3: PERIOD OF THIS AGREEMENT

3.1 The Period of this Agreement is for 15 (Fifteen) Years. The contract period will start from the date of commencement of the work by SAMO. CWC, **CFS-Distripark** has been appointed as Custodian of Imported goods received in containers through the ports of Bombay and Jawaharlal Nehru Port and custodian of export cargo brought into the Container Freight Station **Distripark** vide provisions u/s 45 of the Customs Act, 1962. The customs licence issued to CWC is valid upto 14.03.2020. Other permissions/licenses to run the CFS are existing. It may be noted that in case any of the said permission is not granted and the operations at CFS on account thereof are suspended or stopped, then no claim/damages by SAMO shall lie against the Corporation and the agreement will be treated as null and void. **However, if the partial denotification of the facility has been made on insistence of the ABC as per business modality/requirement, the cancellation/termination of CFS licence will have no bearing upon the validity of the contract and it will remain in force till complete period of 15 (Fifteen) Years.**



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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 **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707**, and to operate, equip and maintain the facility of CFS, **Distripark**, under the overall supervision and monitoring of CWC at a date to be mutually decided after signing of the agreement subject to obtaining permission from the Customs. ***However, the commencement date has to be within one month of getting the requisite Customs permission.*** Any avoidable delay in commencement of operations after this date would not confer any right upon the operator to ask for condonation of due payments to CWC. In case, Customs does not grant any permission for appointment of Strategic Alliance Management Operator or withdraw the permission during the currency of the agreement, the agreement will be treated as null & void with immediate effect from the date of receipt of any communication to that effect from the Customs. It is therefore, clarified that in the eventuality of Customs terminating/suspending the CFS operations, the agreement would stand terminated forthwith. No claim/ damages shall lie against the Corporation in the eventuality of termination/ suspension of CFS operations by Customs. **The said agreement shall be subject to Customs' Approval and may be amended during the period of this Agreement, if required for the compliance with Customs Regulations, on mutually agreed terms and conditions without jeopardizing the financial interest of the CWC. CWC will continue to carry its normal function/operations 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.



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- 4.4 ABC acknowledge and accept that the ABC is entitled to use the existing facilities 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 ICD/CFS 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.
- 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**



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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. However, such activities should be undertaken in due consultation with and under the supervision of CWC.
- 5.6 CWC will be responsible for any claims raised by the Customs or any other Govt. agency related to the functioning of CFS as a custodian owing to any lapse on part of ABC or on the part of their employees. ABC shall be responsible to reimburse such claims on actual basis to CWC 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 cost recovery charges for the custom staff canteen & sanitary facilities for the Customs Officials. It shall be the responsibility of the ABC to reimburse the same at actual in 3(three)days from the date of claim made by CWC failing which the same shall be adjusted out of payable amount of ABC.**
- 5.8 ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments, made to any person including payments made by CWC against the carrier-cum-custodian bond with or without Bank Guarantee submitted by CWC to the Customs in respect of the operations being carried out by ABC or 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. **Further, for the carrier-cum-custodian bond given by CWC to Customs for**



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the Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707, ABC shall furnish a back-to-back Indemnity Bond to CWC as per the terms and format of the said bond given to customs.

- 5.9 **ABC shall arrange/maintain at their cost web-based interactive connectivity with all stakeholders, Customs, banks, importers-exporters, CHA, shipping agents, etc., as per Customs' requirements.**
- 5.10 ABC shall assist CWC in maintaining proper and fair accounting of all transactions, billings, collections, payments of all revenue and capital expenditure, receipts, assets, inventory, dues outstanding and liabilities, taxes and duties etc. in relation to CFS operations in accordance with applicable Accounting Standards and the statutory provisions of the Companies Act, 1956 and/or other applicable laws and regulations.

ARTICLE-6: CONSIDERATION

- 6.1 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 ABC to CWC:
- A Fixed Lump-sum Amount of **Rs.p.a.** for Container Freight Station (CFS)-**Distripark**, Dronagiri Node, Navi Mumbai, Maharashtra-400707.
 - In addition to the Fixed Amount, a Variable Amount equivalent to **Rs. per TEU** is payable for actual number of EXIM containers handled at Container Freight Station (CFS)-**Distripark** at Dronagiri Node, Navi Mumbai, Maharashtra-400707 or **MGT of 72,000 TEUs** as stated in clause No.7.2 of RFP whichever is higher at the facility, throughout the period of the agreement from the date of commencement of operation at the Facility.



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- c) In addition to Fixed Fee and Variable Fee as stated above, percentage of Revenue Share as quoted by the bidder of the Total Turnover generated through operations from the facility is also payable by ABC to CWC.
- d) The Fixed Amount and the Variable Amount, as mentioned in Clause 6.1 (a) & (b) above shall be subject to escalation of 6% (six percent) per annum on compoundable basis. The first escalation shall be effective after 12 (twelve) months from the date of commencement of operation at CFS facility.
- e) For the purpose of the above One TEU shall mean 20' container and containers more than 20' shall be taken as a FEU (2 TEUs).The only exception to the liability to pay Variable Amount shall be on Empty containers leaving the Facility provided they enter the facility in loaded status where per TEU Variable Amount has already been paid and Empty containers entering the facility provided the containers leave the facility in loaded Status and subjected to payment as per TEU Variable Amount. (For details refer clause 7.2 of RFP at [page 30, 31](#).)
- f) In addition to the Amount mentioned in clauses 6.1 (a), (b) & (c) above it shall be the obligation of ABC to pay and discharge all outgoings of any nature whatsoever concerning the premises and the facilities and the activities undertaken including but not limited to operational expenses, license charges, taxes, duties, cess, charges and other statutory levies, Central, State, Municipal or local, water charges, electricity/power consumption charges (as per their usage in operational area).

The only exception to the above shall be the tax on income of CWC under the Income Tax Act, 1961. The expenses or charges paid by CWC specified in Clause (d), (g), (h), (i) & (j) of Article 2.9 shall be reimbursed by ABC to CWC within 3 days of submission of bills by CWC. However, the taxes as stipulated in para 2.9 (n) of Article - 2: SCOPE OF THE AGREEMENT will not be reimbursable by ABC.

The parties acknowledge and accept that the intention of the agreement is that the consideration amount payable to CWC under clauses 6.1 (a), (b) and (c) 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



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aggregate of those under clauses 6.1(a), (b) and (c). Accordingly the party agrees that in the event any such outgoing is assessed as the liability of CWC by any authority the amount payable to CWC under Clauses 6.1 (a), (b) and (c) shall be appropriately grossed up to ensure that CWC recovers the amount mentioned in Clauses 6.1 (a), (b) and (c) net of all such outgoings.

(g) ABC shall fully furnish the office accommodation as described in **Volume-II.**

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

1. All Payments/Charges, including the GST shall be collected/received from the Users by the Corporation and deposited in CWC's Bank Account.
2. The amount payable to CWC under Clauses 6.1 (a), (b) and (c) above shall be adjusted/retained on **fortnightly** pro-rata basis at the end of each **fortnight**, from out of the collections referred to in Clause 6.1.h.1 above, by CWC excluding the GST.

In addition to Fixed Fee and Variable Fee as stated above, Percentage of Revenue Share as quoted by the bidder of the Total Turnover generated through operations from the facility is also payable by ABC to CWC.

3. **Balance collection** available, after retaining amount payable to CWC under Clause 6.1 (a), (b) and (c) above and fumigation charges in accordance with article/Clause 2.9(k) of the agreement shall be remitted to ABC along with applicable GST.

The said collection shall be remitted on fortnightly basis within three working days of submission of bill with complete details by ABC subject to submission of tax invoice as per Rules under GST Law duly certified by Manager, CFS, Distripark.

CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the ABC is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mismatching of claims and denial of input tax credit to CWC.



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Notwithstanding anything contained in agreement/contract, in case of such default by the ABC the amount of Input tax credit denied in GST along with interest and penalty shall be recovered from the ABC.

4. **Reimbursement of various Expenses** to be made by ABC to CWC shall be made by ABC to CWC within three (03) working days of the submission of tax invoice by CWC as per rules under GST Law.
 5. For any delay in payment from ABC, CWC shall be entitled to payment of simple interest @12% (twelve percent) per annum for the delayed period without prejudice to other rights and remedies.
 6. In case ABC is not able to fulfill its obligation on account of Minimum Guaranteed Throughput (MGT), ABC shall be liable to pay the shortfall towards fixed/variable amount along with applicable GST within three days of tax invoice raised by CWC as per rules under GST Law. In case ABC fails to pay the same, CWC shall recover the shortfall towards fixed/variable amount by way of encashment of Performance Bank Guarantee submitted by ABC.
 7. GST collected by CWC from the users shall be deposited by CWC directly with the concerned Govt. Department in accordance with the relevant Provisions after availing input tax credit of the GST paid to ABC in accordance with provision of GST. Thus, the GST recovered by CWC from the users shall not form part of the collection/receipts referred to in clause 3 hereinabove.
 8. ABC shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of ABC.
 9. Payments made by CWC to ABC would be subject to Tax Deduction at Source as per the relevant provisions of the Income Tax Act, 1961 and the rules made thereunder.
- (i) **Set Off:** Any sum of money due and payable to the ABC (including security deposit/bank guarantee returnable to them) under this contract/agreement or any other contract/agreement may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under this contract or any other contract/agreement made by the ABC with the Corporation.



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- (j) In the premises of CWC, **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707** there are some pre-installed Infrastructure installed by CWC to meet the requirements of customs. The same will be made available to ABC on “as is where is” basis. The infrastructure mainly comprises of Computer H/W infrastructure which are utilized in EDI connectivity, CCTV Cameras, Fire Fighting Extinguishers etc. Its maintenance and replacement, if required, will be the responsibility of the operator. For maintenance of the above infrastructure the charges incurred by CWC will be reimbursed by ABC. It would be a liability of the ABC to make following arrangements on joining as ABC apart from other liabilities of the ABC mentioned elsewhere in the tender document:

Following services required to be undertaken by the incoming ABC by making fresh arrangement on their own:

Sr. No.	Name of the facility to be provided by the ABC at CFS-Ditripark
1	On Site Facility Management of Application Software for carrying out CFS operations and developing facility of e-invoicing, e-payment and e-trade to users.
2	MPLS connectivity as per Customs requirement for connecting to ICES 1.5 systems.
3	Dedicated Internet lease line connectivity to ICES 1.5 systems
4	On Site Maintenance Engineer for IT infrastructure provided to Customs for connecting to ICES 1.5 systems as per Customs requirement.
5	Comprehensive AM Contract for CCTV surveillance system having provision to give feed of the CCTV to Customs official through web.
6	Cleaning/ Up keep maintenance contract (for office/premises)
7	Running of Canteen contract as per Customs requirement.
8	Maintenance of Fire extinguishing equipment and fire hydrant system
9	Maintenance of Message exchange with Customs ICEA 1.5 system
10	Web based Container Tracking Portal with its due access to Customs over web and with GPS tracking system
11	Maintenance/Development of CFS—Distripark website reflecting Tariff and other information to trade having e-filling system.
12	Bio-metric system for CHAs as per Customs requirement
13	Developing and maintenance of connectivity to PCS (Port Community Systems)

The list is not exhaustive and as and when there is requirement from Customs or any other statutory authority, the ABC will have to make arrangement for the same at their own cost.



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6.2 SECURITY DEPOSIT

(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 Bank guarantee in the form attached hereto as **Exhibit-11** from a nationalized/ scheduled bank, **other than cooperative bank** to secure the amount due to CWC in lieu of security deposit. The value of the bank guarantee shall be equivalent to the annual fixed and minimum guaranteed variable amount as escalated from time to time payable to CWC.

(b) 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 so that it will remain operative not only for the entire period of the contract but also for a minimum period of one(01) year even after completion/termination of the agreement i.e. the Bank Guarantee for the last year would, carry a validity of two (02) years.

Thereafter, the bank guarantee should be got extended and kept in force till the Corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by ABC so as to satisfy the claims of the Corporation against ABC, if any, for the agreement to which the bank guarantee relates.

(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 12%(twelve percent) per annum.

(d) In case of failure on part of ABC in making due payment of fixed and variable amount in any month on due date the BG will be immediately encashed by CWC.



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6.3 ABC shall furnish to CWC a statement showing calculation of the Variable Amount payable to CWC, at the end of each month, which shall be duly certified by the Auditor of ABC. Further, after the close of the accounting year also, ABC shall pay the variable Amount due for the last quarter and in the event the Total Variable Amount for the accounting year is less than the Annual Minimum Guaranteed Variable Amount as provided above, the difference in the amount, if any shall also be paid within 10 (ten) days of the close of the accounting year along with the certificate from the Auditor containing necessary details as mentioned above;

- a) CWC, at all times shall have the right to appoint an Auditor of its choice to enquire into the operations of the ABC. In the event, the Variable Amount determined by the Auditor so appointed is at variance with that furnished by the ABC (under the certificate of their Auditor), ABC shall be responsible to pay the cost and expense of such audit undertaken by CWC, without prejudice to the other rights of CWC against the ABC.
- b) The ABC will allow CWC to fumigate the container/cargo lying inside the ICD/CFS subject to customers not having any reservation about the same.
- c) The payment of Fixed Amount and Variable Amount are an essence of the Agreement entered into between the parties. In case of default in payment of the amount due, and the same 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.



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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 at **Container Freight Station (CFS) - Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707** 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.



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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**.



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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 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 CFS and such default continues for a period of 15 (fifteen) 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 In the event of Customs revoking/suspending/cancelling the license of CWC as “Custom Cargo Service Provider” the agreement shall stand terminated/ closed without any notice to ABC. No claim shall lie against the Corporation in the eventuality of CFS operations being suspended/ terminated by the Customs authority. **However, if the partial denotification of the facility has been made on insistence of the ABC as per business modality/requirement, the cancellation/termination of CFS licence will have no bearing upon the**



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validity of the contract and it will remain in force till complete period of 15 (Fifteen) Years.

10.4 **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 payment 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 the lock-in period:

- i) Either party shall have the right to terminate the contract with one year notice.
- ii) CWC can terminate the agreement, if ABC is in breach of the agreement as listed out in clause 10.2.
- iii) ABC can terminate the agreement by serving 01 (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. It is agreed that consequent upon forced/normal termination of this agreement, ABC shall wind up and terminate their business operations and clear the said premises of their personal property and their furniture, fixtures and other material except the immovable structures created by the SAMO in the premises during the currency of the contract. In case of failure to do so, the premises of CWC would be got vacated under the provisions contained in Public Premises (Eviction of Unauthorized Occupants) Act 1971, at the risk and cost of ABC. Any



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damage to the property or premises of CWC, arising out of the business operations of ABC save for normal wear and tear, shall be made good by ABC.

- 11.3. 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/Joint Venture 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/Joint Venture 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/Joint Venture 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/Joint Venture 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 **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707.**

ARTICLE-13: SPECIAL TERMS & CONDITIONS

The following terms & conditions shall be part of the tender and binding on the ABC:



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13.1 Dealing with Existing & Left-Over Cargo/Containers after Exit of ABC:

- a) The existing and left-over cargo/container(s) shall be delivered/auctioned under customs supervision. The sale proceeds of the cargo/container(s) shall be apportioned on the principle of proportionate share based on the number of days such cargo/container(s) was/were in the custody after adjusting the auction expenses, freight and duty.
- b) Similarly, in respect of cargo/containers described at a) above the charges realized after delivery shall be apportioned in proportion to the number of days it remains in the custody of each party.

13.2 The information provided by CWC is not final and exhaustive. The bidder should exercise its own strength to satisfy himself about the prevailing/prospective business, facility, taxation, applicable rules and regulations, local labour related issues.

13.3 The ABC should be responsible to comply with statutory rules/regulations which are presently in force and amended from time to time by the State Govt./Central Govt., Customs, Port Authorities, Railway, Labour Department, Motor Vehicle Department, local self governing bodies etc. and other applicable rules, regulations, circulars etc.

13.4 The ABC shall abide by the provisions of the concerned Electricity Board/Distribution Company, Municipal Corporation/Jal Board, as the case may be, regarding consumption of water and electricity. The ABC will be responsible to indemnify CWC against any liability/penalty/claim on the Corporation due to the deviation/failure on part of the ABC.

ARTICLE -14: DISPUTE RESOLUTION

14.1 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



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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:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim [s] of the contractors, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and



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the Corporation shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the **Arbitration & Conciliation Act 1996** shall apply to the Arbitration proceedings under this clause.

ARTICLE-15: GOVERNING LAW & JURISDICTION

- 15 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-16: SURVIVAL OF OBLIGATIONS

- 16 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.



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ARTICLE-17: SEVERAL OBLIGATIONS

- 17 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-18:SEVERABILITY

18. 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-19: NOTICES

- 19.1 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, 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:

- 19.2. 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:



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- (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 (ten) business days after the date on which notice is given, the date following 10 (ten) business days after notice of any change has been given.

19.3 Any notice required to be given under this Agreement, except otherwise specifically provided, shall be in writing in the English language.

ARTICLE-20: WAIVER

20.1 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-21: AMENDMENTS

21.1 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.

21.2 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.



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ARTICLE-22: INTERPRETATION OF THE CLAUSE

22.1 Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to MD, CWC, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to MD, CWC who can amend the Corporation's condition/clause of contract if required.

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

FOR _____
(Name of ABC)

Name: _____
Authorized Signatory

Name: _____
Authorized Signatory

Member Entity No.1

Name: _____
Authorised Signatory

Member Entity No. 2

Name: _____
Authorised Signatory

Member Entity No. 3

Name: _____
Authorised Signatory



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EXHIBIT – 11
MODEL FORM OF BANK GUARANTEE BOND
(ref. Article 6.2)

To
The Regional Manager,
Central Warehousing Corporation
Regional Office-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. _____

2. We _____ (indicate the name of bank) do hereby undertake to pay the amount(s) due and payable under this guarantee to the extent of Rs. _____ without any demur, question or protest, merely on receipt of a demand from the Corporation stating that the Strategic Alliance Management Operator failed to pay the amount payable to the corporation and/or committed breach of any of the terms and conditions contained in the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and/or payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).



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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).



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7. **[Strike out irrelevant Part ref. Article 6.2 of the Agreement].**

[For the First year, second year, third year, fourth year and so on upto last but one year of the contract of the contract]

This Bank Guarantee will remain operative for one (01) year with additional claim period of six(06) months.

[OR]

[For the last year of the contract]

This Bank Guarantee will remain operative for two (02) 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)



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EXHIBIT-12
UNDERTAKING FOR MINIMUM GUARANTEED THROUGHPUT

Date:

Place:

The Regional Manager
Central Warehousing Corporation

.....
.....
.....
.....

Dear Sir,

Sub: Tender for appointment of ABC at CWC Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707- reg.

This has reference to the proposal being submitted by [name of bidder], I/we hereby commit an annual Minimum Guaranteed Throughput (MGT) of TEUs (Import loaded& Export loaded containers) per annum as per clause 6.2 (c) of the RFP document at **Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707**

For and on behalf of:

Signature:
(Authorized Signatory)
Name of the Person:
Designation:



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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, Hauz Khas, New Delhi, acting through Regional Manager, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor/Strategic Alliance Management Operator (ABC) 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



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

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

1. **Commitments of the Corporation**

1.1 The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. **Commitments of Bidders**

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



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



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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 2(77) of the Companies Act, 2013.
- 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. **Sanctions for Violations**

- a. 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:-



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- (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



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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.

5.1 The CORPORATION will be entitled to take all or any of the actions mentioned at para 5(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.

5.2 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.

6 Independent Monitor

6.1 The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors)

6.2 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 OosmanVinay Heights, Keshav Nagar, Mettuguda, Secunderabad-500 017 have been appointed.



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- 6.3 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.
- 6.4 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.5 Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.

7 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



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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.

8 Law and Place of Jurisdiction

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

9 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 10 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.

10.2 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.

11 The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION
Name of the Officer
Designation

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

2. _____



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EXHIBIT-14

TERMS FOR MICRO & SMALL ENTERPRISES

- (a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- (b) MSEs will be exempted from payment of Earnest Money Deposit (EMD).
- (c) MSEs who are interested in availing themselves of these benefits and preferential treatment in terms of the Public Procurement Policy for MSEs Order, dated 23.03.2012, will enclose with their offer, the proof of their being registered 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.
 - (viii) w.e.f. 18.09.2015, MSE registered with Udyog Aadhar Memorandum (UAM).
- (d) MSEs seeking exemption and benefits should enclose a attested / self-certified copy of the registration certificate from any of the agencies as mentioned at (c) above, which should be valid as on the last date of submission of the tender, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (e) In case the MSE does not fulfill the criteria at Sr. No (c), and (d) above, such offers will not be considered for the benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter in this regard. The benefits of Public Procurement Policy would be given to all eligible MSEs irrespective of the relevance of product category.



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- (f) 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 spirit 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.



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EXHIBIT-15

UNDERTAKING

(FOR DISQUALIFICATION CONDITIONS)

I _____, S/oD/o _____, resident of _____ employed as _____ in the capacity of Director of Company/Owner of the firm/partner of the partnership firm do hereby declare that:

- (i) The proprietor / any of the partners of the firm / any of the Director has/has not been [strike off inapplicable part] convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment six months or more and a period of five years has elapsed from the date of expiry of the sentence.
- (ii) The proprietor / any of the partners of the firm / any of the Director has not been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more.
- (iii) 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 the date of submission of the bid.

Date:

(Authorized Signatory)



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EXHIBIT-16

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



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EXHIBIT-17: Checklist

Central Warehousing Corporation

No. CWC/RO-MUM/BUSS-SAMO/ CFS-DISTRIPARK/2019-20/ Dated:24.12.2019

CHECK LIST OF DOCUMENTS

Tender for appointment of SAMO at CWC Container Freight Station (CFS)-Distripark at DRONAGIRI NODE, NAVI MUMBAI, MAHARASHTRA (400707)

Name & Address of the Agency,

S. No.	Type of Documents	Submission (Yes/No)
1	Nomination of contact person and authorized signatory	
2	Exhibit-2: Covering letter	
3	Bid consortium: Exhibit-1-amongst the member entities of a bidding consortium incorporating the principles (if applicable)	
4	Bid Consortium/Joint Venture :Exhibit-3- Letter of Commitment	
5	Handling experience as required under eligibility criteria at Clause-6.2 (a) of RFP	
6	Document relating to annual turnover as required under eligibility criteria at Clause-6.2 (b)	
7	Undertaking for commitment of MGT minimum guaranteed throughput:Exhibit-12 [ref Clause 6.2 (c) of RFP]	
8	Undertaking for Disqualification Conditions: Exhibit-15	
9	Information for pre-qualification in Exhibit-6, 7, 8.	
10	Information for pre-qualification operational capability in format-1 and format-2	
11	Pre-contract integrity pact: Exhibit-13	
12	Audited annual accounts for the past five Financial years i.e. 2017-18,2016-17, 2015-16, 2014-15, 2013-14. In case audited report of 2017-18 is not available the audited report of 2012-13 may be submitted.	
13	MOA and AOA in case of company/certified copy of partnership deed plus certificate of its registration with the Registrar of the firms plus current address of the firm and the full names & address of all partners of the firm. Power of Attorney in respect of the authorized signatory.	
14	EMD as prescribed in the tender [ref Clause 5.7 of RFP]	
15	Description of the bidder in Exhibit-4	
16	Business proposal in Exhibit 9	
17	Tenderer(s) under MSEs category should enclose the proof of being registered with the appropriate authorities as mentioned in the EXHIBIT-14	
18	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.	
19	AFFIDAVIT for sole proprietary firm: EXHIBIT-16	
20	Entire RFP Document	



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EXHIBIT - 18
FORMAT FOR FINANCIAL BID

Tender for appointment of SAMO at CWC Container Freight Station (CFS)-Distripark at Dronagiri Node, Navi Mumbai, Maharashtra-400707

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) ----- ----- -----
B	Variable Amount per TEU on actual TEUs handled as defined in Clause 7.2 subject to Minimum Guaranteed Throughput (loaded) as stated in Clause 6.2 (c) & quoted per TEU Variable Fee Amount as stated in Clause 7.2 of RFP document.	Rs. (In Figure) ----- ----- ----- Rs. (In words) ----- ----- -----
C	Percentage of Revenue share on total turnover from operations at CFS Distripark as stated in Clause 7.3 of RFP document.% (Percentage in Words.....%age)

NOTE:

- i) **The Fixed/Variable amount/Revenue share are exclusive of GST.**
- ii) The Fixed Amount as well as Variable Amount as quoted by the bidder shall be subject to escalation of 6% (six percent) per annum on compoundable basis. The first escalation shall be effective after twelve months of date of commencement of operations in the facility by the Strategic Alliance Management Operator.

The bidder is expected to quote Fixed Amount in ‘A’ above and Variable Amount per TEU in ‘B’ above and Percentage of Revenue Share in “C” above. The bidder may quote above/equal to the Minimum Fixed & variable Amount and minimum percentage of Revenue Share as stated in Clauses 7.1 7.2 & 7.3 respectively of RFP document.

If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.



CENTRAL WAREHOUSING CORPORATION
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VOLUME-II

PROJECT INFORMATION

PROJECT INFORMATION



CENTRAL WAREHOUSING CORPORATION
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No.CWC /RO-MUM/ BUSS-SAMO/CFS-DISTRIPARK /2019-20dated.24.12.2019

Name of the Project: CWC Container Freight Station (CFS) – Distripark at Sector-07, Dronagiri Node, Navi Mumbai, Maharashtra-400707

S.No.	Description	Area In Sq. Meters
1.	Total Plot Area at CFS-Distripark	1,24,908.23
2A	Area to be given for SAMO Operations: Covered Godown No.1 Covered Godown No.2 Total	16,716.03 02,101.25 18.817.28
2B	Open Developed Container Yard including Road for common use by SAMO and CWC for movement of containers for scanning	91,526.86
2C	Other Area to be utilized for SAMO arrangement: i. Office Building “A” Wing (Ground Floor) ii. Office Building “B” wing (Ground Floor) iii. Office Building “A” wing (First Floor) iv. Security and Gate Cabin at Gate No.1 (Ground Floor) v. Security and Gate Cabin at Gate No.1 (First Floor)	306.75 306.75 306.75 51.45 52.50
	vi. Gate No.2 Security & Customs Cabin – Ground Floor	119.00
	vii. Gate No.2 Security & Customs Cabin – First Floor	75.00
	viii. Generator Room	163.01
	ix. Pump Room	90.00
	x. Water Tank	248.00
	xi. Garden Around Gate Complex	1225.80
	xii. Green Belt Area	7417.20
	xiii. Green Belt Area Near Transformer	224.00
	xiv. Drain Area	1781.66
3	Area To Be Retained By CWC	
	i. Scanner Building	1781.28
	ii. Annex Building	148.50
	iii. Office Building – “B” Wing-First Floor	306.75
	iv. Office Building – “A” Wing-Second Floor	306.75
	v. Office Building – B Wing-Second Floor	306.75
	vi. Above Gate No.1 – Second Floor	306.75
	vii. Green Belt Behind Annexe Building	123.14



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CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE-MUMBAI,

SECTOR 20, NEAR APMC FRUIT MARKET,

VASHI, NAVI MUMBAI-400703

rmmum@cewacor.nic.in