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Amrit Mahotsav



केन्द्रीय भण्डारण निगम  
(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



No.CWC/RO-DLI/ICD-Loni/SAMO TENDER/2022-23 DATE: 25.07.2022

#### CORRIGENDUM NO.4

<b>NAME OF WORK/TENDER</b>	APPOINTMENT OF STRATEGIC ALLIANCE MANAGEMENT OPERATOR (SAMO) AT INLAND CONTAINER DEPOT, LONI, GHAZIABAD, UTTAR PRADESH.
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In the tender document floated on 30.06.2022, date of downloading and submission/opening of tender has been extended as under: -

Date and Time for downloading of Tender Documents	Up to 15:00 hrs on 17.08.2022.
Last date and time of online bid submission	Up to 15:00 hrs on 18.08.2022
Date & time of online Technical Bid opening	At 15:30 hrs on 18.08.2022

#All other terms and conditions of the tender will remain same.

**NOTE:** - Bidders are advised to upload the signed copy of all the Corrigendums issued along with tender document.

DR ANURAG  
TRIPATHI

Digitally signed by DR  
ANURAG TRIPATHI  
Date: 2022.07.25 15:21:19  
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**Regional Manager**





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Azadi Ka  
Amrit Mahotsav



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**No. CWC/RO-DLI/ICD-Loni/SAMO TENDER/2022-23/ DATE: 25.07.2022**

### **CORRIGENDUM NO.3**

Clarifications in response to the queries received with respect to the tender invited on 30.06.2022 for appointment of Strategic Alliance Management Operator (SAMO) at ICD, Loni are enumerated in succeeding paragraphs. The queries received from prospective bidder are serial numbered for ease of reference.

#### **A. M/s JM Baxi**

	<b>Queries Raised</b>	<b>Clarifications</b>
1.	(RPF/Processing Fee & EMD-Page-3)  Please provide the process and link for depositing the Processing Fee & EMD through e-payment gateway of M/s ITI.	Prospective bidders will get link for payment of processing fee & EMD after registering on <b>www.cwceprocure.com</b> On login after registration, click on 'un-applied tenders' tab and thereafter the process is self-explanatory.  Moreover, helpdesk team may be contacted on the contact numbers provide at Page No.4 of the tender document, for any further assistance if required. The mobile number provided at Page No.4 may be read as ' <b>8799753411</b> '.
2.	(RPF/Clause No 1.6/Site Visit-Page-9)  We request the authority to provide the following information:  1. Details of all the facility/ infrastructure/ equipment, etc that will be handed over to the SAMO.	1. Details of infrastructure/ facilities at ICD Loni are provided at <i>Appendix-2</i> of the tender document at Page 96. This includes indicative list of infrastructures available and installed at ICD Loni. A detailed Lay Out Plan (LOP) plan of the facility is attached with the <i>Corrigendum I</i> to the tender document. Notwithstanding, a detailed LoP is

	<p>2. The recent structural audit or condition assessment report for the existing permanent structures specifying the structural life of the existing warehouse structures, as the structural stability cannot be assessed by site visit and visual inspection.</p>	<p>placed at <b>Annexure I</b> to this document, duly demarketing the facilities/infrastructure/equipment etc that will be handed over to the SAMO.</p> <p>2. No structural damage detrimental to safety of the building is observed. If deemed necessary, the bidder at its sole discretion may carry out any assessment and/or audit to gauge structural stability of warehouses by itself. Initially, major repair work is being under taken by CWC at the Centre for face lifting and general upkeep of the facility.</p>
3.	<p>(RPF/Clause No 8.2/Eligibility criteria-Page-12)</p> <p><b><u>Eligibility Criteria for Consideration of Technical Evaluation:</u></b></p> <p>We request the Authority to include the provisions that experience of an Affiliate company / firm of the Bidder / Consortium Member will also be considered for meeting the eligibility criteria. The Exhibit 6 and 7(b) already includes Affiliate provision however it is not covered under the Eligibility Criteria clauses.</p> <p>As per prudent procurement practice, the definition of Affiliate may also be included in the RFP as follows:</p> <p><i>“For purposes of this RFP, Affiliate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the “Affiliate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the</i></p>	<p>It is clarified that the technical evaluation will be carried out based on the experience (Clause 8.2(a)), turnover (Clause 8.2(b)), capacity (Clause 8.2(c)) and net worth (Clause 8.2(d)) of the bidder/bidding company/lead member/consortium member/affiliate member of the bidding company as the case may be.</p> <p>Further, the term ‘Affiliate’ shall be incorporated in the Clause 1.3 with following definition: -</p> <p>“the term “Affiliate” means, with respect to the bidder/consortium member/member of a JV, a legal entity/person (as defined in Companies Act, 2013 or any other act/regulation) that directly or indirectly, controls, is controlled by, or is under the common control with such Bidder/Consortium Member/ member of a JV where the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, interest or otherwise.”</p>

	<i>ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law."</i>	Accordingly, the term 'Affiliate' shall be considered included in all clauses of the tender documents wherever it mentions 'bidder/bidding company/lead member/consortium member/ JV'.
4.	<p>(RPF/Clause No 8.2/ Eligibility Criteria -Page-13)</p> <p>It is mentioned that the bidder shall commit minimum guaranteed throughput (MGT) of 60,000 TEUs (Loaded Import &amp; Loaded Export containers) per annum at Inland Container Depot (ICD)-Loni.</p> <p>1. Please confirm whether empty containers handled at the ICD facility will be considered for MGT.</p> <p>2. In Exhibit-15 the bidders are required to provide the estimated guaranteed throughput for 1<sup>st</sup> Year, 2<sup>nd</sup> Year, 3<sup>rd</sup> Year onwards. This is in contradictory and ambiguous to above; hence kindly clarify the same.</p>	<p>1. How the empty containers shall be counted for the purpose of MGT has been clarified under Clause 1.1 of the Compensation Schedule i.e., Schedule-III of the draft Agreement at Page 86 of the tender document.</p> <p>2. Para 5(c) of the Corrigendum 1 regarding estimated throughput maybe referred for clarity in this regard. It is clarified that the prospective bidder has to commit/guarantee a throughput in TEUs per annum. The committed/guaranteed throughput will be adjusted accordingly as MGT for 1<sup>st</sup> and 2<sup>nd</sup> year as 40% and 70%, respectively.</p>
5.	<p>(RPF/Clause No 8.5(vii) -Page-15)</p> <p>We request Authority to accept Chartered Accountant certificate based on books &amp; accounts and audited financial statements of the Bidder.</p>	"Statutory Auditors" shall be read as "Qualified Chartered Accountants or Statutory Auditors" in all relevant clauses in RFP document. Corrigendum 2 may be referred.
6.	<p>(RPF/Exhibit-3/Clause No 9 - Page-22)</p> <p>It is mentioned that Special Purpose Vehicle (SPV) is required to be incorporated in case the Bid is awarded to a Consortium. Please advise whether there is any requirement for formation of SPV in case sole bidder is awarded the bid.</p>	Clause 9 at Page 22 of the tender document provides for establishing a SPV if desired by the member entities. The sole bidder if desires to form a SPV it has to be as per the terms and conditions laid down in the tender document, particularly as per stipulation and conditions of Clause 9 referred hereabove.
7.	<p>(RPF/Exhibit-5/Consideration of Evaluation -Page-25):</p>	1. Clarification provided at Sl No. 3, above may be noted.

	<p>1. We request Authority to consider the strength of Affiliates of the Bidder for the purpose of evaluation. Hence, the clause may be modified as below: “For evaluation under the Financial Capability criteria, either the strength of the Bidder <b>or strength of its Affiliates</b> shall be considered. The proposal should clearly indicate the entity that should be considered for the evaluation of Financial Capability as per Clause 8.2(b).”</p> <p>2. For A Bidding Consortium/Joint Venture: The first bullet point states that financial capacity (i.e. Turnover and Positive Net Worth) can be satisfied by either lead member or any one consortium member, however the second point mentions that lead partner must have 60% of minimum turnover. Kindly clarify the contradiction.</p>	<p>2. The clause implies that though any consortium member/lead member can satisfy the turnover criteria, yet it is essential that the lead member/partner/controlling affiliate must have 60% of the minimum turnover.</p>
8.	<p>(RPF/Exhibit-7(a) and 7(b)/information for technical Evaluation -Page-27&amp;28)</p> <p>We request the Authority to kindly accept Chartered Accountant's certificate based on books &amp; accounts and audited financial statements of the Bidder.</p>	<p>Clarification offered at Sl No.5 above may be referred.</p>
9.	<p>(RPF/Exhibit-10/Pre-Contract Integrity Pact -Page-34)</p> <p>Please confirm whether the Bidders are required to execute the Pre-Contract Integrity Pact on white paper or non-judicial stamp paper. If it is to be executed on the non-judicial stamp paper, kindly advise the amount.</p>	<p>Pre-Contract Integrity Pact is to be executed on Rs.100/- non-judicial stamp paper.</p>
10.	<p>(RPF/Exhibit-15/Format for Financial Bid -Page-44)</p> <p><b>B. <u>Variable Fee Amount per TEU:</u></b></p>	<p>1. Variable Fee is also applicable for empty containers. Schedule III, Clause 1.1(i) at Page 86 of the tender document be noted.</p>

	<p>1. Please confirm whether the Variable Fee is applicable for the laden containers, or it is applicable for the empty containers as well. If yes, what is the conversion factor for payment of Variable Fee on empty containers.</p> <p>2. What is the conversion factor for FEU counted for throughput.</p> <p><b><u>C. Percentage of Revenue Share of 5% on Total Turnover from Operations at ICD, Loni:</u></b> Since, the SAMO is already making various fixed and variable payments to CWC, revenue share will further burden the SAMO. Hence, it is requested to delete this clause.</p>	<p>2. FEU equals to two TEUs counted for throughput. Para 1.2(vii) at Page 7 of the tender document refers.</p> <p>D. The Percentage of Revenue Share of 5% on Total Turnover from Operations at ICD, Loni is fixed and non-negotiable.</p> <p>It is clarified that the point regarding 'Revenue Share' is mentioned at Sl No. D in Exhibit-15. Therefore, the clarification is offered for '<b>Point D</b>' instead of '<b>Point C</b>' as mentioned in the query.</p>
11.	<p>(RPF/Exhibit-16/Agreement/Clause-10-Page-48)</p> <p>It is mentioned that, in case Customs does not grant any permission for appointment of Strategic Alliance Management Operator or withdraw the permission during the currency of the Contract, the Contract shall be liable to be terminated by CWC with immediate effect from the date of receipt of any communication to that effect from the Customs. It is therefore, acknowledged by the parties that in the eventuality of Customs terminating/suspending the ICD operations, the Contract would stand terminated forthwith by CWC. In case of such termination, the SAMO Operator shall be entitled to payments until the date of termination in accordance with Clause 8 of Schedule-I (Conditions of Contract). CWC shall have no other financial implication whatsoever, arising due to non-approval of this Contract by Customs Authority.</p>	<p>The said clause is in order. PBG can only be invoked in case, there are performance related issues and likewise, EMD or its adjustment/refund has already been dealt in Clause 6.4.</p>

	<p>We request following modifications in the clause:</p> <p>In case, Customs does not grant any permission for appointment of Strategic Alliance Management Operator or withdraw the permission during the currency of the Contract, the Contract shall be liable to be terminated by CWC with immediate effect from the date of receipt of any communication to <b>SAMO Operator from CWC as a result of any communication CWC receives</b> <del>that effect</del> from the Customs. It is therefore, acknowledged by the parties that in the eventuality of Customs terminating/suspending the ICD operations, the Contract would stand terminated forthwith by CWC. In case of such termination, the SAMO Operator shall be entitled to payments until the date of termination in accordance with Clause 8 of Schedule-I (Conditions of Contract) <b>and the Performance Bank Guarantee &amp; EMD deposits (as the case may be) shall be returned to the SAMO Operator immediately.</b> CWC shall have no other financial implication whatsoever, arising due to non-approval of this Contract by Customs Authority.</p>	
12.	<p>(RPF/Exhibit-16/Agreement/Clause-1.1(xii) Facility-Page-52)</p> <p>It is provided that the Facility means the area as demarcated / shown in the map (at Appendix- 2). The map has not been provided in Appednix-2. Please provide the same in PDF and Auto CAD format.</p>	<p>A detailed LOP of the facility in PDF format is attached with Corrigendum-1. Notwithstanding, LOP duly demarketing areas is attached herewith at <b>Annexure I.</b></p> <p>Attaching drawing in Auto CAD format is not technically feasible due to portal limitations.</p>
13.	<p>(RPF/Exhibit-16/Agreement/Schedule-I/Condition of contract/Clause-2.1.4- Page-55)</p>	<p>The railway sidings worthy of train operations will be made available at the facility. Thereafter, during the contract period SAMO operator is to ensure periodic necessary</p>



	<p>It is mentioned that the SAMO Operator undertakes at its cost and expense to carry out periodic necessary and requisite maintenance and repair of the Railway Siding/ Rail Siding and Facility as required by “Good Industry Practice” and to ensure that the utility of the Railway Siding/ Rail Siding and Facility is maintained without deterioration over the period of this Contract, save for normal wear and tear.</p> <p>We request CWC to provide the recent condition assessment/audit reports in terms of these assets, last major maintenance or repair works carried out on the railway siding assets.</p> <p>Does Authority envisage any immediate capex to be invested by SAMO on these assets as per its current condition?</p>	<p>maintenance as mandated by extant guidelines and “good industry practices.”</p> <p>In any event, Railways carry out the maintenance work which is claimed by it from CWC/SAMO, as the case may be. The bidder may inspect and/or carry out its own assessment or audit railway siding.</p>
14.	<p>(RPF/Exhibit-16/Agreement/Schedule-I/Condition of contract/Clause-2.1.7-Page-55)</p> <p>It is mentioned that the SAMO Operator shall arrange/maintain, at its cost, web-based interactive connectivity with all stakeholders, Customs, banks, importers-exporters, CHA, shipping agents, etc., as per Customs’ requirements. Kindly elaborate on web-based interactive connectivity requirement.</p>	<p>This clause implies that all digital/web-based systems including hardware &amp; software etc which are essentially required/mandated by Customs for carrying out the services for which SAMO is being appointed, are to be arranged and managed by the SAMO Operator.</p>
15.	<p>(RPF/Exhibit-16/Agreement/Schedule-I/Condition of Contract/Clause-2.1.8-Page-55)</p> <p>It is mentioned that SAMO Operator shall be liable for payment towards: cost of procurement and installation of reach- stacker, RTGC, handlers, tractor trailers or</p>	<p>SAMO is free to make available required equipment as per the agreement through hire/purchase/leasing etc and to take back all such equipment and movable assets deployed in the facility by SAMO in the event of expiry or termination of the contract after clearing all liabilities/dues accrued/</p>

	any other equipment necessary for providing Services in the Facility; We understand that handling equipment may be either owned or hired by the SAMO at their business suitability. SAMO is free to take back all the equipment and movable assets deployed in the facility by SAMO in the event of expiry or termination of the contract. Kindly confirm.	outstanding against SAMO as on date of termination of the contract.
16.	<p>(RPF/Exhibit-16/Agreement/Schedule-I/Condition of contract/Clause-2.1.8-Page-55)</p> <p>It is mentioned that:</p> <ul style="list-style-type: none"> <li>Insurance of any movable property of the SAMO Operator which is installed in the Facility.</li> <li>Insurance of cargo/containers/ stock in the Facility against all insurable risks including, responsibility for the CIF value of the stocks stored and the custom duty payable to the Customs Authority in the eventuality of any theft/ damage/ mishap/ pilferage of cargo or container.</li> </ul> <p>We understand that a blanket Contractor All Risk (CAR) policy with reference to SAMO's scope of services / works in the project would suffice the requirement under this clause. Kindly confirm.</p>	<p>In this regard, Clause 2.1.8 at Page 55 may be read in conjunction with Clause 3.0(vi) at Page No.91 of the tender document alongwith Corrigendum 2. As stipulated in these clauses, there are following elements to be covered under insurance: -</p> <p>(a) Moveable property of SAMO installed in facility – to be insured by the SAMO.</p> <p>(b) Cargo/Containers/Stock/ Goods in the facility including responsibility for the CIF value of the stocks stored at the facility and Customs duty payable – Expenses to be incurred by CWC and to be adjusted from receivables (as per clause 3.0(vi)).</p> <p>(c) Transit insurance in respect of cargo/containers/stock transported by SAMO to and fro ICD Loni – to be insured by SAMO.</p> <p>Therefore, the SAMO has to ensure that all above risks in respect of elements at Sl No.(a) and Sl. No.(c) above are explicitly and comprehensively covered by the insurance policy taken by the SAMO either under CAR policy or otherwise.</p>
17.	(RPF/Exhibit-16/Agreement/Schedule-I/Condition of Contract/Clause-2.1.9- Page-56)	The clause aptly caters for any amendment in the relevant rules/ statutory guidelines/ regulations/

	<p>As per the prudent industry practice, we request Authority to include the provisions of “Change in Law” under the Agreement. Any amendment / change in statutory rules / regulations / laws coming post bid due date or agreement signing, which are beyond control of the SAMO Operator, and which has material financial and/or operational impact on the SAMO Operator, should be treated as Change in Law. We request Authority to include provisions for providing remedies to such material impacts coming out of such Change in Law, by way of relaxation in due payments to CWC/ direct monetary compensation/ suitable time extension such that to reasonably compensate the Bidder.</p>	<p>acts etc thus found to be in order and need not to be changed.</p> <p>In so far as impact of such change(s) is/are concerned, the bidder is expected to be competitive enough to absorb such change/ impact within the charges it may receive from the clients of ICD.</p>
18.	<p>(RPF/Exhibit-16/Agreement/Schedule I/12.2(E) -Page-67)</p> <p>It is mentioned that Epidemic and/ or pandemic affecting the Services <u>except if the services fall under any exempted category.</u></p> <p>Amid the Covid-19 pandemic, we have witnessed that such catastrophic event brings a major disruption in the entire functioning of the society. Even in the case when such service is under exempted category and is allowed to operate under the law, the direct/ indirect circumstances remain unfavourable for continuing operations. Therefore, it is requested to modify the clause suitably. Our suggestion is to delete the exception.</p>	<p>The said clause is found to be in order and need not to be changed.</p>
19.	<p>(RPF/Exhibit-16/Agreement/Schedule-I/12.2 - Page-67)</p> <p>It is mentioned that, any change in Customs or Railways policies</p>	<p>As stated above in response to SI No. 18, the said clause is found to be in order and need not to be changed.</p>

	<p>during the currency of the contract shall be treated as the business risk and shall not amount to Force Majeure condition.</p> <p>We submit to Authority that each bidder will assess their business risk while quoting the financials as per the bid document. However, considering the long project tenure, the change in government policies and their financial implications cannot be anticipated by the bidders in advance and therefore, keeping high contingencies to hedge those risks would not be in the best interest of the project.</p> <p>Thus, we request Authority to include the provisions of “Change in Law” under the Agreement as per the prudent industry practice, which covers and balances such policy change related risks among the parties.</p>	
20.	<p>(RPF/Exhibit-16/Agreement/Schedule I/14.3 - Page-68)</p> <p><b>Termination due to Default of SAMO Operator and Custom’s non-approval of this Contract</b></p> <p>Termination on account of Customs Authority refusal to accord its approval to this Contract is not in control of the SAMO Operator hence it should not be included under the section of ‘Termination due to Default of SAMO Operator’ and same shall be provided as a separate section to avoid any confusion. Kindly modify the clause suitably.</p>	<p>It is clarified that the two probable events for termination are mentioned in the title of the Clause, viz ‘<i>Default of SAMO Operator</i>’ and ‘<i>Customs’ non-approval of this contract</i>’, are two separate and mutually exclusive events and not to be read in conjunction or inter relatedness. Hence, no change required.</p>
21.	<p>(RPF/Exhibit-16/Agreement/Schedule-II/Scope of Service/Work / Clause 1.1 -Page-78)</p> <p>It is mentioned that at present, the Facility is being operated as a Rail Fed Inland Container Depot (“ICD”) for export- import (“EXIM”)</p>	<p>1. Yes, subject to the approval of Customs authority.</p> <p>2. The details are provided at <b><i>Annexure II</i></b> to this document.</p>

	<p>operations only with average annual throughput of about 80,000 TEUs over the past fifteen (15) years.</p> <p>1. Kindly confirm whether domestics cargoes can be handled in the facility.</p> <p>2. Kindly provide the historical volumes handled at the facility during last 5 years with following details:</p> <ul style="list-style-type: none"> <li>- Split of 20' and 40' of Import and Export volumes (Cargo/Customer Wise)</li> <li>- Refer volumes</li> <li>- Split of Laden and Empty volumes</li> </ul> <p>Details of LCL &amp; FCL volume</p>	
22.	<p>(RPF/Exhibit-16/Agreement/Schedule-II/ Scope of Service/Work/Clause 1.2(xvi) - Page-80)</p> <p>Kindly clarify the reference of 'complete liability' in this clause. We understand that the SAMO's responsibility shall be restricted to the invoice generation and processing in the name of CWC as per the terms of Agreement. The receivables shall directly accrue to CWC's accounts. We also understand that any monetary direct tax liability on any income accruing to CWC shall not be under the purview of the SAMO Operator. Kindly confirm.</p>	<p>In this clause the term '<i>complete liability</i>' refers to the liability of the SAMO with respect to deduction of any direct taxes vis-à-vis any statutory compliance/ return filing/ interest/ penalty on any income accruing to CWC by the clients/customers who are availing facilities at ICD Loni for various services being rendered there.</p> <p>For example, if any such client/customer/entity deducts TDS/GST from the payments due then it would be responsibility of SAMO to ensure that necessary filing in this regard is done by that customer and benefit of such deduction is given/credited in favour of CWC.</p>
23.	<p>(RPF/Exhibit-16/Agreement/Schedule-II/ Scope of Service/ Work/Clause 2.8(e) - Page-82)</p> <p>1. We understand that mentioned railway staff deployment cost will be continued to be borne by CWC. Please confirm.</p>	<p>1. CWC shall bear the cost and the same shall be adjusted from the receivables as defined in Clause 3.0 (vi) at Page No.91 of the Tender Document. Changes incorporated in the said Clause through Corrigendum 2 may be referred.</p>

	<p>2. Kindly provide the details of any such maintenance costs levied/demanded by the Indian Railways in the past five years in relation to this facility.</p>	<p>2. Maintenance &amp; Inspection cost are based on actual as claimed by Indian Railways in accordance with rates published for this purpose time to time.</p>
24.	<p>(RPF/Exhibit-16/Agreement/Schedule-II/ Scope of Service/ Work/Clause 3.2 - Page-85)</p> <p>It is provided that;</p> <p>1. Where the SAMO Operator runs a parallel facility/offers similar services in the Region.</p> <p>2. Where the SAMO Operator is engaged in developing an ICD/PFT/GCT to offers similar services in the region.</p> <p>Please define the 'Region' mentioned above.</p>	<p>The term '<i>Region</i>' here means the geographical area under jurisdiction of CWC, Regional Office, Delhi which includes inter alia areas in Gr Noida, Noida, Surajpur, Sahibabad, Ghaziabad other than the areas in Delhi UT.</p>
25.	<p>(RPF/Exhibit-16/Agreement/Schedule-III/ Clause 1.1 Compensation Schedule - Page-86)</p> <p>The clause provides the counting of EXIM TEUs for throughput. However, the same is not provided for FEUs. Kindly clarify the methodology for counting of FEUs for throughput. Also, please give clarity on counting of domestic containers.</p>	<p>The clarification offered at Para 2 of Sl No.10 here above refers. Same formulae will be applicable for domestic containers for counting towards throughput as adopted for EXIM containers.</p>
26.	<p>(RPF/Exhibit-16/Agreement/Schedule-III/ Clause 2.2 Compensation Schedule - Page-89)</p> <p>It is mentioned that the Rate of annual escalation shall be computed as per prevailing Consumer Price Index-IW (CPI-IW) and Wholesale Price Index (WPI) in the ratio of 60::40.</p> <p>We have following observations / requests:</p>	<p>WPI and CPI are market driven phenomenon. Hence the escalation on the basis of these factors will be realistic and matching to the change in the market. Thus, no change is considered in this criteria.</p>

	<p>1. What is the rationale behind using CPI-IW for the purpose of escalation?</p> <p>2. Please note that the price indices (CPI &amp; WPI) do not reflect the increase in user charges / earnings hike for the SAMO. The realizable tariff only increases to an extent of 1.5 - 2% per annum. Hence, the annual escalation of payment to CWC by the SAMO should also be in the same range to ensure there is no further burden on the SAMO.</p>	
27.	<p>(RPF/Exhibit-16/Agreement/Schedule-III/ Clause 3 - Page-90)</p> <p><b>Expenses to be incurred by CWC and to be adjusted from receivables...</b></p> <p>We request Authority to provide a fixed estimated amount for these expenses to be incurred by CWC and adjusted from receivables, for the first year of operation. For next year onwards, the same escalation factor may be used as in the fixed and variable fees. This will enable cost certainty to the bidders, and they can offer the more comprehensive quotes as part of commercial bid.</p>	<p>Most of the expenses listed under said clause are variable and dynamic in nature. Hence, it is not feasible to work out any concrete estimate. It is informed that these expenses are charged on actual basis.</p>
28.	<p>CWC to confirm whether all statutory and other dues to the employees/ contractual employees /contractors /sub contractors of the earlier Operator have been fully settled and SAMO will not be liable to any responsibility /liability for any past employees/ contractual employees /contractors /sub contractors earlier engaged at the CWC premises</p>	<p>It is clarified that CWC will not impose any responsibility/ liability for any past employees/ contractual employees/contractors /sub contractors engaged by previous SAMO at ICD Loni on the prospective SAMO.</p>
29.	<p>We will require sufficient time to conduct site visits, market studies, assessment of viability of the project</p>	<p>The last date for submission of bids as per tender document has been extended from 28.07.2022 (existing</p>

	and complete internal approval process. Hence, it is requested that the Bid Due Date may kindly be extended by <b>minimum 6 (Six) weeks.</b>	date) to 18.08.2022 (extended date). Separate corrigendum in this regard is also being issued.
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**B. M/s. PSA Ameya**

30.	<p>The Terminal Access Charges (TAC) defined in the tender is way above the market rate as it is pegged to railway CRT tariff which works for domestic business (one way laden/one way empty). For EXIM with both-way loaded business, this charge is completely untenable to any container train operator (CTO). The market norm is for CTOs to pay per TEU/FEU on actual volume handled. The market rate is appx Rs 900 for 20' and Rs 1400 for 40'. In addition, the market practice is to levy 50% of laden charges on empty containers. It would be more aligned to market practice for CWC to change the TAC for CTOs on a per TEU/FEU basis at the state levels above, i.e. Rs 900 for 20' laden and Rs 1400 for 40' laden and Rs 450 for 20' empty and Rs 700 for 40' empty. The TAC also has an escalation clause which no CTO will agree to, and CWC should remove such escalation.</p> <p>To bring back the volumes to ICD Loni, attracting CTOs to restart train service will be critical and CWC should consider providing access charge waiver for one year. Additionally for empty containers 3 year waiver should be given. As is generally the norm there should not be any charge on empty flat. Please consider revising the terms to make Loni more attractive to a CTO.</p>	The TAC charges defined in the tender are based on due diligence and found to be reasonable.
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	In view that revenue share is now a fixed parameter, SAMO should only pay its share of Access Charge to CWC as revenue share (i.e. CWC's share of TAC should be excluded from revenue share computation).	
31.	Events of defaults to be elaborated (from SAMO's perspective) for termination apart from those listed on Page 48 – point 10, Page 68 – point 13, Page 68 – point 14.3.	Termination option will not be exercised by CWC until or unless there is a material breach of terms and condition of the contract on part of SAMO. The Events of default have been adequately addressed.
32.	Post awarding the contract is there any possibility of forming a SPV by PSA Ameya to sign the SAMO contract and run this facility? – Page 15/16 – point 8.6 subpoint D.	Para 9 at Page 22 of the tender document provides for establishing a SPV if desired by the member entities. For Sole bidder no such requirement is mentioned in the said clause. However, in case the sole bidder desires to form a SPV it has to be as per the terms and conditions laid down in the tender document. If after award of tender, SPV is to be formed, the bidder shall have to approach CWC and CWC shall at its sole discretion and after analysis, may/may not approve formation of SPV. If in case it approves, necessary amendment with appropriate liability regime shall have to be carried out.
33.	CWC is awarding the tender @ INR 15 Cr (Approx) for repairing/upgradation & modification of the complete facility. Can we have the layout map of the proposed repairing/upgradation & modification of the complete facility to assess whether the works are sufficient to get the facility into working condition or whether additional scope needs to be added. How can SAMO bidder have the assurance from CWC that the stated scope of works in the Loni Repair Works tender document will be sufficient to address current	<p>An indicative list of works to be undertaken at the facility is attached at <b>Annexure III</b>. The cost mentioned is only indicative and subject to actual measurements.</p> <p>The proposed major repair and maintenance works to be carried out by CWC are for general upkeep and facelift of ICD Loni which are likely to be executed over next 8 months. The facility could function with minimal hinderances even during the execution of proposed works. The amount is purely tentative and not binding on CWC.</p>

	shortcomings, and will be completed in entirety?	However, it is assured that the facility will be handed over to the successful bidder as a going concern capable of handling EXIM operations.
34.	For the scope of repair works committed by CWC, please include the creation of extra entry/exit gate and removal of obstruction by World Windows, and that this can be completed by the Commencement Date of Service.	<p>The facility will be handed over to the successful bidder in '<i>as is where is condition</i>', free from any encumbrance.</p> <p>The prospective bidders are advised to submit their bids accordingly.</p>
35.	After awarding the repairing/upgradation & modification contract the whole/entire facility may not be available for starting the commercial operations and only part facility shall be available for operations, is there any possibility of MGT waiver during the period of & modification due to compromise of space?	As the MGT has already been rationalized in view of all the factors involved in the matter. Hence it will not be prudent to give any gestation period.
36.	Page 86, Clause 1.2 (d) refers as "All the revenue earned from transportation of containers/cargo (EXIM or Domestic) through road": we request you to exclude this clause from tender document as such service is usually provided at cost to customers outside the facility as a bouquet of services to attract the customers.	The suggestion is not agreed to. No changes required in the clause.
37.	Siding charges if any to be paid to railways by CWC. This needs to be taken care of and clearly stated in the tender document.	Clause 10.3.4 at Page 66 and Clause 3.0(v) at Page 91 of the tender document be noted.
38.	The same Variable Fee (payable to CWC) per TEU is applied to both 20" and 40" box. However, the handling fee (received by SAMO) for 40" box is only ~1.4 times the 20" box (instead of 2 times). As such variable fee payable per 40" box should be pegged at 1.5 times of the quoted variable fee. Alternatively, Variable Fee can be removed from the Compensation Schedule as Revenue Share (% of	This relaxation is not acceptable.

	Total Turnover) is a variable as well.	
39.	Provision of 6 months' time to commence the operations (Commencement Date of Service(s)). This time would be required by a prospective SAMO for installing the IT infrastructure, hiring the people and mobilising the equipment.	Clause 1.1(ix) of Schedule I, at Page 52 is found to be in order.  No change is required.
40.	Fixed & Variable Amount are subject to escalation per annum based on 60% CPI & 40% WPI, i.e. "Rate of escalation = (60% X (CPI <sub>In</sub> - CPI <sub>b</sub> ) / CPI <sub>b</sub> ) + (40% (WPI <sub>In</sub> - WPI <sub>b</sub> ) / WPI <sub>b</sub> )". Request reduction in escalation cost to 50% of WPI per annum. This would make the tender more attractive for prospective bidders. – page 90 – Point no 2.3	WPI and CPI are market driven phenomenon. Hence the escalation on the basis of these factors will be realistic and matching to the change in the market. Thus, no change is required.
41.	Revenue share should not be charged on rebates / discounts / waivers or any other considerations given to customers /CTO's to attract / retain the business.	Revenue share will be charged on the total turnover calculated as per terms of Clause 1.2 of Schedule-III at Page No.87-88 of the tender document.
42.	Upon receipt of answer to our queries, we request CWC to provide us 14 working days for submission of tender.	Clarification offered for the query at Sl. No.29 hereabove may be referred.
43.	Kindly advise the clear timeline for refund of EMD in the event the bid is not accepted. Page 3 (Notice) Clause 6.1 (III)	Generally, the EMD shall be returned within 15 working days after finalisation of the tender, subject to other terms and conditions of the tender document.
44.	Payment terms of fixed amount of Rs 5 Crores to be paid when and how? Need clarity. Clause 9.2. Exhibit 15 (A). Corrigendum No 1.	Clause 8 of Schedule-I at Page No.59-60 may be referred. As per Clause 8.1.2, ' <i>CWC shall be entitled to retain its consideration, on a monthly (or pro-rata thereof) basis at the end of each month</i> '.
45.	The force majeure is not properly defined. It does not include the direction of courts and tribunals. There is no remedy for occurrence of the FM event. Strikes of trade union or labour unrest not covered	The said clause is found to be in order and need not to be changed.

	as FM. Request to include the above. – Clause 12.1 and 12.2	
46.	No mechanism provided as to how to get back the BG in the event of termination. Clause 11.	Generally, the BG shall be returned within 15 working days after termination of the contract and submission of No Dues clearance from all concerned, subject to other terms and conditions of the tender document.
47.	The corrigendum seems to be inconsistent in wordings. In one place it is “Quoted/Committed Throughput” in other place it is “Quoted Guaranteed/Committed Throughput”. Please clarify if the both the terms mean same or different. Clause 9.2 Corrigendum No 1.	Both the terms ‘ <i>committed</i> ’ and ‘ <i>guaranteed</i> ’ are same and can be used interchangeably without any change in the context both the terms mean ‘the annual throughput which the SAMO commits/guarantees.’
48.	Indemnity to CWC: Clause number 8.10/9.6/10/11/15.3: CWC shall be responsible for its own filing with statutory bodies and Ameya Logistics shall not be held responsible for any deficiencies and shortfalls of CWC. Kindly correct our understanding.	These indemnities to CWC are to be provided to the extent these are related to the operations performed and services offered by the SAMO.

**C. M/s Briskworld Ventures Pvt Ltd**

49.	<p>1. Is there any litigation pending/contemplated with the earlier SAMO? If yes, the details thereof?</p> <p>2. Is there any cost recovery due as far as custom is concerned? If yes, details thereof?</p> <p>3. What has been the average throughput for this ICD Loni in last 17 years? Please provide year on year volume of TEUs handled from 2005 till 2022?</p>	<p>1. Yes, disputes are pending however, the same should not concern the current tender. Prospective SAMO will be handed over an encumbrance free facility with no responsibility/ liability of previous SAMO being imposed by CWC on the prospective SAMO.</p> <p>2. Same as Sl. No.1 above. Any past dues, if any, should be of no concern to the bidder.</p> <p>3. Details of TEUs handed during 2006-07 till 2021-22 are provided at <b><i>Annexure II</i></b>.</p>
50.	1. What is the road width for Entry and Exit in the ICD – Approach Road land map will be useful	1. Detailed LOP is provided with Corrigendum 1 for reference.

<p>a. What is the approach road land status of ownership, Khasrakataoni details?</p> <p>b. Please specify encroachments if any on the CWC Entry/Exit approach road?</p> <p>2. What is the road width under the flyover to reach the approach road of ICD entry gate?</p> <p>3. When did the flyover become operational? Does it now have enough space for 40Ft loaded trailers to freely traverse to the main road and vice a versa?</p> <p>4. Basis our visual inspection and observation near the flyover, the entry to approach road for ICD from the main road does not look feasible for handling 300-500 trailers on a daily basis to achieve MGT of 60,000 TEU's.</p> <p>5. What is the plan of CWC to enable movement of trailers traffic freely from the main road to the approach road?</p> <p>6. When the ICD starts to operate in full force, is there a possibility of residents creating ruckus when 100's of trucks starts to move daily? Is there any assessment done by CWC?</p> <p>7. What kind of help CWC will render in case there are local residential issues?</p> <p>8. Is there a possibility of another entry/exit point (connecting to the main road avoiding the flyover) which is amenable to handle 500-800 Trucks and Trailers daily?</p> <p>Is there any dedicated 2, 3 and 4 Wheelers parking space available with CWC for the customers?</p>	<p>a. Desired information may be sought from concerned State Revenue Authorities.</p> <p>b. No encroachments on CWC Entry/Exit approach road.</p> <p>2. Self-assessment is advised.</p> <p>3. Desired information may be sought from concerned Local Authorities.</p> <p>4. Prospective bidders are advised to bid as per their fair assessment of all aspects. To the best of CWC's knowledge and experience, the MGT had been achieved irrespective of the purported concern raised.</p> <p>5. Trailers traffic is already moving freely.</p> <p>6. Bidder is requested not to raise queries based on unnecessary presumptive assumptions. ICD had been running since 2007 with no such ruckus.</p> <p>7. ICD had been running since 2007 with no issues whatsoever.</p> <p>8. Clarification provided to query at Sl. No.33 above may be referred.</p> <p>Ample parking space is available.</p>
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51.	<p>1. There are 2 RTG's, 3-4 Reach Stackers and some abandoned trailers in the compound. We understand that these assets have been attached with the NCLT proceedings and is under litigation? How does CWC proposes to get these assets, especially the RTG's out of the work area for the new SAMO to operate?</p> <p>2. Has the handing over and taking over procedure been completed of all the assets in the ICD premises as far as the last SAMO operator is concerned?</p>	<p>1. Prospective SAMO will be handed over an encumbrance free facility with no responsibility/ liability of previous SAMO being imposed by CWC on the prospective SAMO.</p> <p>2. CWC is the custodian of ICD Loni. Query is irrelevant.</p>
52.	<p>1. What is the total number of old date containers in the premises and how many of them contain hazardous cargo?</p> <p>2. Has any detailed inventory been taken recently of the cargo contained in these containers?</p> <p>3. What is the status of these containers as far as auction is concerned?</p> <p>4. Are these Old Dated containers also part of the litigation and NCLT proceedings?</p>	<p>Prospective SAMO will be handed over an encumbrance free facility with no responsibility/ liability of previous SAMO being imposed by CWC on the prospective SAMO.</p>
53.	<p>1. The rail tracks # 1 and 3 apparently are not fit for train operations as cross levels are out by over 4Cms. Is there any plan for CWC to get it rectified to the railway's standard before handing over to the new SAMO and if not 9 months to be given for upgradation without leaving any charges whatsoever for the intervening period (dies – non)?</p> <p>2. Has the siding been notified on through distance basis, and if not, then what are the shunting charges applicable for per movement of rake?</p> <p>3. Is there any involvement of the main line for placement and removal of the rake from the siding?</p>	<p>1. The query is unfounded and baseless. The facility will be handed over to the successful bidder as a going concern capable of handling EXIM operations.</p> <p>2. Shunting charges are levied as per rates promulgated by Indian Railway as amended from time to time.</p> <p>3. Containers are being handled from all the 3 lines through RTGC. There is no involvement of main line from our siding for removal/placement of rake.</p> <p>4. Desired information may be obtained from Indian Railways.</p> <p>5. Yes.</p>

	<p>4. What is the length of the shunting neck on either side of the terminal?</p> <p>5. Has the facility been notified by customs for handling Hazardous Cargo as per latest circulars?</p> <p>6. Will CWC permit denotification of certain areas for PFT operations?</p> <p>7. What is the operation status of EDI with customs/railways/customers/stakeholders to enable online generations of RR's, Customs Formalities, Issue of Gate passes both 'In' and 'Out' for cargo and trailers?</p> <p>8. What is the status of TXR staff and facilities at the ICD?</p> <p>9. Is there earmarked space for Trailer repair?</p> <p>10. Is there earmarked space for container repair?</p> <p>11. What is the status of statutory compliances of State and Central government agencies?</p> <p>12. What is the operational status of the weigh bridge for trailers?</p> <p>13. Number of Fire extinguishing equipment and fire hydrant system installed, and their present status, which are to be maintained by SAMO ?</p>	<p>6. The position has already been clarified in the tender document.</p> <p>7. EDI is interlinked with customs for filing of BOE/Shipping Bill (EXIM Operations). E-Payment gateway system is there and TMS facility for generation of online RR.</p> <p>8. Available.</p> <p>9 &amp; 10. Prospective SAMO may utilise available area of the facility to set a trailer and container repair utility as per convenience and operational ease with consent from CWC and approval of Customs Authorities.</p> <p>11. The facility is a going concern and as on date no case of non-compliance is reported by any of the State and Central Govt agencies.</p> <p>12. Weighbridge will be available for use by SAMO at the facility.</p> <p>13. Adequate fire fighting arrangements are available at the facility.</p>
54.	<p>1. Is the warehouse facility fire compliant as per latest norms set by customs/fire department?</p> <p>2. Will CWC permit dismantling of the warehouse so as to create space for better mobility in the ICD?</p> <p>3. The Warehouse appears to be in a dilapidated condition with leaky roofs and with limited/no loading bays? Any plans to modernize?</p> <p>4. What is the distance between the Loading platform and the Side wall?</p> <p>5. How many 40 Ft trailers, 12 Wheel/14Wheel/18 Wheel vehicles can be placed simultaneously at</p>	<p>1. Adequate fire-fighting arrangements are available at the facility.</p> <p>2. The position has already been clarified in the tender document.</p> <p>3. Prospective bidder are advised and expected to submit their bids based on self-assessment.</p> <p>4. The distance between loading platform and sidewall varies from place to place. Hence, the prospective bidders are advised and expected to submit their bids based on self-assessment.</p>

	these loading bays? Visually looks only small vehicles can be placed given the area?	5. Hypothetical query. No comments offered.
55.	<p>1. What would be the grades and total cost of staff deputed by CWC which has to be borne by SAMO?</p> <p>2. For these officials, what would be the duties to be performed by the individuals to be specified?</p> <p>3. What would be the security arrangement? Who will bear the cost of the security?</p> <p>4. For these officials, what would be the duties to be performed by the individuals to be specified?</p> <p>5. What would be the security arrangement? Who will bear the cost of the security?</p>	<p>1. Clarification provided to query at Sl. No.26 above may be referred.</p> <p>2. CWC Staff will perform necessary duties for supervision, accountal, administration of the facility and facilitation to SAMO.</p> <p>3-5. Issue already clarified in the tender document.</p>
56.	<p>1. Given the current market competitiveness (Multiple ICD's in Sonipat, Moradabad etc) and the base commercials in the RFQ of 5 Cr MGT + Rs 800 per TEU and 5% Revenue share, the blended share to be paid by the SAMO is ~50% for the 1<sup>st</sup> year, 36% in Year 2 and 30% thereafter making the business unviable.</p> <p>a. Assumed avg. revenue of 6.5K/TEU.</p> <p>2. Is CWC considering at reducing the Fixed Fee, Variable TEU fee and/or considering a pure revenue share kind of model to make the operations viable for the SAMO</p>	The prospective bidders are advised to submit their best bids as per their fair assessment.

**D. M/s Zenlog Delivery LLP**

57.	Adverting to the captioned subject we would like to say that we are interested to participate in the process for being successful bidder and be appointed SAMO for ICD Loni.	Clarification offered at Sl. No.29 above maybe referred.
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	<p>We are also happy to note that some of the queries raised by us and other intended bidders earlier have been considered in this tender . However , after going through the tender we find that while full liberty has rightly been given to the prospective bidders for creating new facilities like Silo etc. as well as for laying new rail line which is the need of the hour but the fact remains that for critically examining the possibilities to create the best module shall involve appointment of consultants to study the project in its entirety and working out various options which needs minimum 3 months' time for the preparation of the report and we shall need one month after receipt of the report . Therefore, a clear period of 4 months is needed for a well thought out tender submission. The time of 4 weeks provided in the tender is quite insufficient and need to be extended till 28th October 2022 for maximisation of the return from the Facility. This could be checked with any of the big four consultants like KPMG and Mckinsey etc. who shall confirm the time line for a detailed study from various angles. The time frame provided does not allow to consider an altogether different business module except the existing one which we are afraid is not the best module for the vision shown in the tender.</p> <p>We therefore request you to please consider extension of time by 3 months for submitting the tender and seek proposed business module to support the financial quotes.</p>	
58.	When we visited the site after 1st tender enquiry, we found that	Prospective SAMO will be handed over an encumbrance free facility

	<p>there is some dispute with your existing SAMO about the period of contract which is claimed to be till 2031 and the matter is before Arbitrator and thus sub-judice. Please clarify if the Arbitration process has been completed and the dispute stands resolved. If not at what stage it stands?</p>	<p>with no responsibility/ liability of previous SAMO being imposed by CWC on the prospective SAMO. The earlier contract already stood terminated on 30.11.2021 and therefore, the issue before Arbitrator the expiry of earlier contract, in any event, has lost significance.</p>
59.	<p>During our recent visit to ICD Loni, we found that the campus is in possession of an IRP appointed by Hon'ble National company Law Tribunal as your present SAMO has undergone insolvency proceedings. It has also been informed that there is moratorium under IBC Act not to disturb the possession of ICD Loni, which is with the IRP, till completion of resolution process which may take a year or so while validity of the tender is for 90 days.</p> <p>Please clarify in detail as to how CWC proposes to handover peaceful possession of the ICD Loni to the successful bidder without any encumbrance despite moratorium. In case CWC has got an order from the Hon'ble NCLT the same may be confirmed and shared.</p>	<p>The facility is in legal and physical possession and control of CWC. IRP has been appointed to take care of the assets of WWILPL only i.e. the equipment lying in ICD. CWC has no information regarding purported Order by NCLT directing CWC not to "disturb possession of ICD, Loni, which is with the IRP". The question of CWC seeking any Order from any authority/court therefore, does not arise.</p> <p>The facility will be handed over to the successful bidder as a going concern capable of handling EXIM operations. CWC has right and liberty to initiate suitable legal action against any individual/ legal entity for circulation/ promotion of misinformation in this regard.</p>
60.	<p>We also have some more suggestions and clarifications as per following details which need to be considered/ clarified as the case may be:</p> <p>a) Para 8.2 C - It stipulates commitment of 60000 TEUs as eligibility criteria. However, price bid allows to quote even below which is contradictory to this criteria and need to be amended according to price bid lest anybody quoting less than 60000 TEUs as MGT be disqualified under this criteria.</p>	<p>a) Clarification offered at Sl No.3 above may be referred. All other aspects are already clarified in the tender document and Corrigendum 1 to the tender document.</p> <p>b) i &amp; ii) The contract will be operated in accordance with the terms &amp; conditions of the tender document. No change as suggested is acceptable.</p>

	<p>b) i) Para 10 of draft agreement - It stipulates that changes suggested by Customs in the Agreement, if any, shall have to be executed except for the compensation schedule payable to CWC. However, if Customs requires a change that is not suitable to the successful bidder, can the tenderer opt out at that stage and the EMD etc. shall be refunded. Please clarify.</p> <p>ii) This also provides for termination / suspension of the contract if Customs withdraws the permission/ approval mid-way of the contract. In such an eventuality how will the SAMO be compensated for the investment done in the campus for creating additional constructed facilities and equipments for operation for no fault of theirs? It is suggested that while the facilities constructed be compensated for replacement value and the equipments be retained by CWC on depreciated value and it should be specified in the Agreement.</p>	
61.	<p>Para 2.1.2- It provides for compliance of all instructions of Regional Manager on all matters of service in the ICD which is very restrictive and may create disputes. Please clarify that this will need to be complied if it does not in any way hurt/ damage/ adversely affect the business of SAMO who is paying compensation to CWC for the facility. It is requested to amend this absolute authority with 'reasonable instructions which do not adversely affect the business in any manner'.</p>	The clause is in order. Hence, no change is required.
62.	<p>Para 2.1.4- It provides for repair and maintenance of Railway siding by SAMO at its cost but the</p>	The clause found to be in order and need no amendments.

	<p>rail siding has been excluded from the definition of facility under clause 1.1 (xii) which is contradictory and it is suggested that definition be amended to include the Rail siding as well.</p>	
63.	<p>Para 2.1.5- It requires settlement of disputes / claims in consultation with and under the supervision of CWC. Since disputes with users are responsibility of SAMO and may arise out of bilateral business agreements, SAMO should be free to deal with these under intimation to CWC on finalisation otherwise it shall restrict freedom of the SAMO and may be detrimental to its interest .</p>	<p>The clause found to be in order and need no amendments.</p>
64.	<p>Para 2.1.8- It dwells responsibility of insurance of cargo/containers against for CIF value and Customs duty for all insurable risks . It is understood that CWC holds an umbrella policy for all its ICDs/ CFSs and therefore CWC may consider to include ICD Loni also in its cover and realise appropriate proportionate cost from SAMO to avoid any dispute on this . Please clarify .</p>	<p>Clarification offered at Sl. No.16 above maybe referred.</p>
65.	<p>Para 3.1.2- Pls clarify that inspection of equipments as provided for shall be done by a competent engineer.</p>	<p>Inspection will be carried out by the competent officer well versed with the operations of the facility.</p>
66.	<p>Para 8.1.1 &amp; 8.1.4- Please amend it to include realisation of charges as published by CWC 'subject to any discounts given by SAMO ' as the clause does not allow such commercial liberty.</p>	<p>The clause found to be in order and need no amendments.</p>
67.	<p>Para 8.2.1 &amp; 8.2.2-Since this will be a independent SAMO contract the portion entitling CWC to deduct dues of any other contract need to be deleted. Further since total revenue shall be going to CWCs account, it should remit balance after</p>	<p>The clause found to be in order and need no amendments.</p>

	realising compensation towards fixed fee, variable fee and revenue share only lest it should affect cash flow and the operations . For any other payment CWC should raise claim/ invoice giving 15 days' time for payment.	
68.	Para 10.3.2- Please consider to amend it to include ' subject to any dispute raised by SAMO against such demand and in such case the payment shall not be released by CWC till the dispute is settled with the concerned.'	The clause found to be in order and need no amendments.
69.	Para 10.3.3 - Please add 'in case such dispute is required to be raised by CWC then CWC shall assist SAMO in filing the same at the cost of SAMO for all legal expenses'.	The clause found to be in order and need no amendments.
70.	Para 14.5.3- It is submitted that proportionate charges for the period the facility was with SAMO should be remitted to SAMO keeping applicable compensation of CWC as per financial quote	The clause found to be in order and need no amendments.
71.	Para 1.1 - It provides for entering in to an agreement with a CTO for max 2 years. In order to make such contracts attractive to both parties this limit needs to be removed and SAMO be given free hand for such business agreements which could be subject to terms and conditions of Agreement with CWC thus not binding CWC in any manner	The clause found to be in order and need no amendments.
72.	Para 2.4- As requested above Realisation of charges as per published tariff be made ' subject to any discounts offered to various parties by SAMO'. It is very important and critical for business as offering such discounts is a norm of the trade depending on volume and or lots and or period to patronize.	The clause found to be in order and need no amendments.

**E. M/s Adani Logistics Limited**

73.	<p><b>Reference-</b> REQUEST FOR PROPOSAL, Page 2</p> <p><b>Original Clause-</b> Last date and time of online bid submission Upto 15:00 hrs on 28.07.2022</p> <p><b>Query/Clarification-</b> Bid Submission date is coinciding with submission deadlines of RFPs by other Government authorities. Accordingly, it should be extended by 4 Weeks i.e. 25.08.2022</p>	Clarification offered at Sl. No.29 above maybe referred.
74.	<p><b>Reference-</b> REQUEST FOR PROPOSAL Clause 6.1(iii) Page 11</p> <p><b>Original Clause-</b> EMD for an amount of Rs. 19,04,500/- (Rupees Nineteen Lac Four Thousand Five Hundred only) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only.</p> <p><b>Query/Clarification-</b> EMD in Bank Guarantee</p>	The clause found to be in order and need no amendments.
75.	<p><b>Reference-</b> EXHIBIT-7 (a), Page 27</p> <p><b>Original Clause-</b> INFORMATION FOR TECHNICAL EVALUATION:</p> <p>Bidder should attach details as tabulated below duly certified from the Statutory Auditors.</p> <p><b>Query/Clarification-</b> Certificate from qualified Chartered Accountant should be permitted.</p> <p>Replace “Statutory Auditors” with “Qualified Chartered Accountants or Statutory Auditors” in all relevant clauses in RFP document.</p>	Clarification offered at Sl. No.5 above maybe referred.
76.	<p><b>Reference-</b> Exhibit 16, Clause 3.1.7, (c)/Page 57</p>	SAMO being the operator must ensure providing Quality Services to the users. Any such investment made to improve the operational

	<p><b>Original Clause-</b> On the expiry of the Contract or its determination/ 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 the SAMO Operator or the Member Entities either for cost or expense or any other compensation.</p> <p><b>Query/Clarification-</b> Any additional investment made on immovable assets (i.e. New Buildings, RMCG, etc.) for improvement of the operations of the ICD have to be compensated to SAMO on a mutually agreed basis.</p>	<p>efficiency of the centre shall be the responsibility of the SAMO operator.</p>
77.	<p><b>Reference-</b> Exhibit 16, Clause 8.1.1, Page 59</p> <p><b>Original Clause-</b>The GST compliant tax invoices must be raised to the users in the name of the CWC, including but not limited to the compliance with Rule 46 of CGST Rules, e-invoicing and dynamic QR code on B2C invoices. The IRN for the e-invoice must be generated immediately at the time of issuance of invoice to the customer</p> <p><b>Query/Clarification-</b> Invoicing should be done in the name of SAMO. CWC should raise an invoice basis the monthly volumes and other expenses, SAMO shall remit the same within the specified time.</p>	<p>The clause found to be in order and need no amendments.</p>
78.	<p><b>Reference-</b> Exhibit 16, Clause 8.1.2, Page 60</p> <p><b>Original Clause-</b>Out of the collections referred to in Clause 8.1.1 above, CWC shall be entitled to retain its consideration, on a monthly (or pro-rata thereof) basis</p>	<p>The clause found to be in order and need no amendments.</p>

	<p>at the end of each month, the following amounts, excluding GST:</p> <p>(i) the amount payable to CWC under Clauses 1.0 (a), (b) and (c) of Schedule-III (Compensation Schedule);</p> <p>(ii) other Expenses in accordance with Clause 3.0 of Schedule-III (Compensation Schedule).</p> <p><b>Query/Clarification-</b> In case entire payment is routed through CWC and settled with SAMO at the end of month (after 30 days) will have significant impact on Working capital.</p>	
79.	<p><b>Reference-</b> Exhibit 16, Clause 8.1.3, Page 60</p> <p><b>Original Clause-</b> Balance collection available, after retention under 8.1.2 above, shall be remitted to the SAMO Operator along with applicable GST, within 07 (seven) working days of submission of bill/invoice.</p> <p><b>Query/Clarification-</b> Invoicing should be done in the name of SAMO. CWC should raise an invoice basis the monthly volumes and other expenses, SAMO shall remit the same within the specified time.</p>	The clause found to be in order and need no amendments.
80.	<p><b>Reference-</b> Exhibit 16, Clause 8.2.2, Page 61</p> <p><b>Original Clause-</b> CWC shall also have the right to deduct from any amount due to the SAMO Operator, any sum required for making good, the loss suffered by SAMO Operator's sub-Contractor(s) and/or personnel(s), by reasons of non- fulfilment of any of the Applicable Laws, non-compliances by the SAMO</p>	The clause found to be in order and need no amendments.



	<p>Operator, or non-payment of dues to the SAMO Operator's Personnel. The SAMO Operator shall not have any claim, issue or dispute as to whether or not such sum(s) paid to the SAMO Operator's Personnel(s) directly or to any Government Authority, State Government/Local Authority, by CWC on behalf of the SAMO Operator, was/were validly due.</p> <p><b>Query/Clarification-</b> This clause may be deleted</p>	
81.	<p><b>Reference-</b> Exhibit 16, Clause 14.1 / 14.2, Page 68</p> <p><b>Original Clause-</b>14.1) Termination without Cause</p> <p>Subject to Clause 14.7 (Lock-in Period, if applicable), either party may, at its option, terminate all or any part of the Services or the Contract without cause at any time by giving no less than one (1) year prior written notice to the other ("Notice Period"), subject to the provisions of Clause 14.2 (Reimbursement to SAMO Operator).</p> <p>14.2) In the event of termination under the provisions of Clause 14.1 (Termination without Cause), CWC's sole liability in respect of such termination shall be to pay to the SAMO Operator, all sums properly due to the SAMO Operator under the Contract in respect of the Services (or terminated part thereof) up to the date of termination.</p> <p><b>Query/Clarification-</b>14.2 should include CWC's liability in case of termination by CWC should be to compensate net block of any investments on immovable assets made by SAMO</p>	The clause found to be in order and need no amendments.

82.	<p><b>Reference-</b> Exhibit 16, Schedule II, Clause 1.1, Page 78</p> <p><b>Original Clause-</b> The rail siding at ICD Loni shall remain under the domain of CWC. Terminal Access Charges/Siding Access Charges to be charged from all Container Train Operator's other than CWC which shall be decided and retained by CWC. Terminal Access Charges/Siding Access Charges collected will be shared on 50:50 basis with SAMO.</p> <p><b>Query/Clarification-</b> 1. Terminal Access Charges / Siding Access Charges should be prerogative of SAMO operator, hence entire TAC should form part of SAMO's turnover. There should be no sharing (50:50) with CWC.</p> <p>2.No TAC shall be applicable on SAMO owned rakes</p>	The clause found to be in order and need no amendments.
83.	<p><b>Reference-</b> Schedule II, Clause 4.0, Page 85</p> <p><b>Original Clause-</b>The rail siding at ICD Loni shall remain under the domain of CWC and CWC may operate rake through any arrangements as deemed fit for containers bound to other facilities of CWC such as ICD Patparganj.</p> <p>Containers bound for other facilities of CWC shall not be considered for the purpose of calculation of MGT and accordingly no variable fee shall be charged for these containers from the SAMO Operator and the revenue from these operations shall be excluded from the total turnover for the purpose of revenue sharing due to CWC</p> <p><b>Query/Clarification-</b> 1. SAMO should be authorized to plan rake</p>	<p>1. Rake placement by SAMO in consultation with Indian Railway would be allowed without any prejudice to the right and liberty of CWC. Terms &amp; Conditions at 3<sup>rd</sup> last Para of Clause 1.1 of Schedule-II at Page No. 79 are relevant in this regard.</p> <p>2. Not acceptable. The clause found to be in order and need no amendments.</p>

	<p>placement in discussion with Indian Railways.</p> <p>2. Containers bound for other facilities of CWC shall also count to MGT.</p>	
84.	<p><b>Reference-</b> Exhibit 16, Schedule II, Clause 2.1, Page 80</p> <p><b>Original Clause-</b> The SAMO Operator will develop the existing rail-linked warehousing infrastructure as per its requirement at its own cost. Any further development of existing facility may include construction of covered facility, laying of additional rail track, and other required installations for handling its own/ affiliates/ third party cargo and to conduct operations using CWC's rail-link.</p> <p><b>Query/Clarification-</b> In such cases where SAMO makes additional investment for developing infrastructure, the tenure of the Agreements should be extended</p>	<p>Period of contract is 20 years which is considered adequate to justify the investments/CAPEX, if any, by the SAMO operator to further its business interest.</p>
85.	<p><b>Reference-</b> Exhibit 16, Schedule III, Clause 3.2, Page 85.</p> <p><b>Original Clause-</b>Conflict of Interest Where the SAMO Operator runs a parallel facility/offers similar services in the region</p> <p>OR</p> <p>Where the SAMO Operator is engaged in developing an ICD/ PFT/GCT to offers similar services in the region</p> <p><b>Query/Clarification-</b> 1. Please specify the definition / boundary of region mentioned in this clause.</p> <p>2.Please clarify if Gurgaon and / or Panipat falls under the region</p>	<p>Clarification offered at Sl. No.24 above maybe referred.</p>

86.	<p>Reference- Exhibit 16, Schedule III, Clause 1.2 (a), Page 86.</p> <p><b>Original Clause-</b> All the revenue earned from handling and movement of containers to and from ICD, Loni</p> <p><b>Query/Clarification-</b> Turnover should not include revenue earned from movement/ transportation of containers/ cargo through rail.</p>	<p>Revenue share will be charged on the total turnover calculated as per terms of Clause 1.2 of Schedule-III at Page No.87-88 of the tender document.</p> <p>As per Clause 1.2(a) <i>'All the revenue earned from handling and movement of containers to and fro ICD Loni, is included in Total Turnover.</i></p> <p>As per Para (ix) under heading <i>'Explanation'</i>, at Clause 1.2, Page No.88, <i>'Any payment made to CTOs as defined in their respective agreement with CWC and SAMO'</i> is excluded from the computation of Total Turnover.</p> <p>Both these clauses read in conjunction inter alia mean that 'net turnover generated from the rail operations/ movement after excluding the charges payable to the respective CTOs from the tariff being charged from the user will only be included in the Total Turnover.</p>
87.	<p><b>Reference-</b> Exhibit 16, Schedule III, Clause 1.4, Page 89</p> <p><b>Original Clause-</b>Terminal Access Charges shall be Rs. 1,50,000/-. Terminal Access Charges / Siding Access Charges shall be charged as per below schedule:</p> <ul style="list-style-type: none"> <li>- Loaded inward and empty outward shall be treated as single cycle</li> <li>- Empty inward and loaded outward shall be treated as single cycle</li> <li>- Loaded inward and Loaded outward shall be treated as double cycle</li> </ul> <p><b>Query/Clarification-</b> Terminal access charges proposed by CWC is very high and would be</p>	<p>The TAC charges defined in the tender are based on due diligence and found to be reasonable.</p>

	<p>detrimental to attracting Cargo to the terminal. It is suggested that</p> <p>TAC to be levied on per TEU basis instead of per rake basis for initial 2-3 years</p> <p>2.Loaded in &amp; loaded outward should be treated as single cycle</p>	
88.	<p><b>Reference-</b> Para 15, Page 71</p> <p><b>Original Clause-</b> Except to the extent that the same have been obtained by CWC, the SAMO Operator shall, at its own cost, be responsible for obtaining all Applicable Permits including, certificates, licenses, permits, clearances, approvals and authorizations required for the performance of the Services and in respect of the SAMO Operator's Equipment and the SAMO Operator's Personnel and for all approvals and permits required for the SAMO Operator to engage in business and provide services of the nature contemplated by this Contract.</p> <p><b>Query/Clarification-</b> CWC shall take all approval of statutory bodies like PCB, Fire &amp; Safety etc. Year on year</p>	<p>The facility will be handed over to SAMO in 'as is where is condition'. Thereafter, SAMO shall ensure compliance to all statutory/regulatory guidelines during the currency of the contract.</p>
89.	<p><b>Reference-</b> Para 3.0, Page 90</p> <p><b>Original Clause-</b> At all given times, CWC shall have the right to maintain minimum staff of 05 (Five) people/officials at the ICD, Loni to supervise and monitor the operations undertaken at ICD, Loni. CWC shall pay the applicable salary to such officials.</p> <p><b>Query/Clarification-</b> Such expenses towards staff deployment should be borne by CWC and shall not form part of any receivables from SAMO operator.</p>	<p>Clarification offered at Sl. No.27 above maybe referred.</p>

90.	<p><b>Reference-</b> General- 1</p> <p><b>Query/Clarification</b> - CWC is requested to share the following details:</p> <p>a) List of long standing, abandoned and ceased (by various authorities) containers.</p> <p>b) Status of outstanding / ongoing litigation with previous SAMO.</p> <p>c) Details of repairs &amp; maintenance works being undertaken by CWC – relevant drawings, planned capex outlay</p>	<p>a) Containers presently positioned at the facility will be removed/disposed of as per laid down process by the Customs.</p> <p>b) Not relevant to the current tender. Prospective SAMO will be handed over an encumbrance free facility with no responsibility/ liability of previous SAMO being imposed by CWC on the prospective SAMO.</p> <p>c) Clarification offered at Sl. No.27 above maybe referred.</p>
91.	<p><b>Reference-</b> General- 2</p> <p><b>Query/Clarification-</b> In the SAMO Agreement a suitable clause should be inserted wherein CWC shall unconditionally indemnify the winner SAMO from any past and outstanding liabilities pertaining to ICD Loni.</p>	<p>Prospective SAMO will be handed over an encumbrance free facility with no responsibility/ liability of previous SAMO being imposed by CWC on the prospective SAMO.</p>
92.	<p><b>Reference-</b> Page 5 (Disclaimer) and Clause 10 of SAMO AGREEMENT (Strategic Alliance and Management Agreement)</p> <p><b>Original Clause-</b>CWC and the Strategic Alliance Management Operator (SAMO) shall have to comply with all provisions of law including the provisions of Customs Act, 1962 and the “Handling of Cargo in Customs Areas Regulations, 2009” and such further regulations issued by the Customs in its letter and spirit. As per Regulation 6(2) of the “Handling of Cargo in Customs Areas Regulations, 2009” as amended from time to time, the Corporation is required to seek permission from the Customs for the purpose of appointment of SAMO. Any delay in getting the</p>	<p>The clause found to be in order and need no amendments.</p>

	<p>required permission from the Customs, shall not entitle the SAMO to claim any compensation / damages against the Corporation</p> <p><b>Query/Clarification-</b> SAMO's obligations should start only after Customs permission is received. Accordingly, RFP to be suitably amended to include Custom's permission in Agreement's Condition Precedent</p>	
93.	<p><b>Reference-</b> Clause 2.1.6 and Clause 3.1.2</p> <p><b>Original Clause-</b> Right to inspect</p> <p><b>Query/Clarification-</b> The clause provides for right of inspection of the Facility by the CWC.</p> <p>Kindly clarify that such inspection will be done at the cost of CWC and upon prior written notice to the SAMO Operator. Further, it should also be clarified that the representatives inspecting the Project Site and the Construction Works should strictly follow the safety standards and precautions applicable to the Facility, failing which SAMO Operator shall not be responsible for any damage to life or property.</p>	Such inspection will be done at the cost of CWC and inspecting officials shall maintain due safety protocol as mandated by the working environment.
94.	<p><b>Reference-</b> Clause 8</p> <p><b>Original Clause-</b> Payments</p> <p><b>Query/Clarification-</b> The SAMO Operator should have the right to dispute any invoice or payments computed by CWC. In case such invoice or payments are disputed by the SAMO Operator, CWC shall not have the right to claim any such disputed payments or encash bank guarantee or offset such amounts.</p>	Provisions for dispute resolution are enumerated at Clause 18.2 of Schedule-I at Page 75 of the tender document.
95.	<p><b>Reference-</b> Clause 9.6</p>	The Clause is self-explanatory whereby <i>'the SAMO Operator shall</i>

	<p><b>Original Clause-</b> Tax Indemnity</p> <p><b>Query/Clarification-</b> It needs to be clarified that the liability of SAMO Operator to indemnify for liability of Taxes should be limited to liability arising due to act or omission of the SAMO Operator only and not for any negligence, act or omission of CWC.</p>	<p><i>defend, indemnify and hold CWC harmless from and against any Claim in connection with any <b>Taxes which may be levied or imposed on the SAMO Operator or its subcontractors</b> by any Government Authority <b>arising out of or in connection with the performance of this Contract.</b></i></p>
96.	<p><b>Reference-</b> Clause 10.1.1</p> <p><b>Original Clause-</b> General Indemnities</p> <p><b>Query/Clarification-</b> The indemnities are said to be in addition the Insurance(s) that may be obtained by the SAMO Operator. It needs to be clarified that in case CWC receives insurance proceeds for any losses than the SAMO Operator shall not have the obligation to indemnify CWC for losses that are recovered from the insurance proceeds. Also, the following grounds for indemnification of the SAMO Operator by CWC should also be added: (a) any breach in providing access / peaceful occupation to the Facility by CWC; (b) breach/ non-compliance of applicable permits and applicable laws by CWC.</p>	<p>Initially SAMO is to indemnify CWC, if subsequently it is indemnified by Insurance company, accordingly the proportionate amount will be refunded to SAMO.</p> <p>No further amendment deemed necessary.</p>
97.	<p><b>Reference-</b> Clause 10.2.1</p> <p><b>Original Clause-</b> Payment and Injury to Personnel</p> <p><b>Query/Clarification-</b> SAMO Operator is made liable for any losses resulting from or contributed due to any negligence and/or breach of duty (statutory or otherwise) of CWC. This may please be deleted.</p>	<p>The clause is self-explanatory and needs no further amendment/deletion. Adequate protection for the SAMO is existing in the form of Clause 10.2.2.</p>
98.	<p><b>Reference-</b> Clause 11</p>	<p>Clause 11(a) of Schedule-I at Page 66 of the tender document refers in this regard whereby the SAMO</p>



	<p><b>Original Clause-</b> Consequential Loss</p> <p><b>Query/Clarification-</b> It needs to be clarified that SAMO Operator shall, in no event, be made liable for any losses resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of CWC.</p>	operator has been provided adequate protection.
99.	<p><b>Reference-</b> Clause 14.3.1</p> <p><b>Original Clause-</b> Termination due to default of SAMO Operator</p> <p><b>Query/Clarification-</b> There is no termination right provided to SAMO Operator for any event of default by the CWC under the Contract. This needs to be suitably addressed.</p>	Termination option will not be exercised by CWC until or unless there is a material breach of terms and condition of the contract on part of SAMO. Further, Clauses 14.1 and 14.4 refers with respect to the rights of the SAMO.
100.	<p><b>Reference-</b> Clause 14.5</p> <p><b>Original Clause-</b> Consequences of Termination</p> <p><b>Query/Clarification-</b> The SAMO Agreement should provide for release of the Performance Guarantee on early termination of the Contract due to CWC event of default or due to Force Majeure event during the period wherein the Performance Guarantee is valid and subsisting. However, if there is a payment due from the SAMO Operator to CWC, then such amount can be deducted from the Performance Guarantee and the residual amount to be refunded to the SAMO Operator. Also, in case of termination of the SAMO AGREEMENT, then CWC should pay the entire amount of capex incurred by SAMO operator and certain agreed portion of return on the equity. CWC to confirm if this is the understanding and to this extent,</p>	<p>Release of Performance Bank Guarantee (PBG) in case of termination of the contract will be guided by the provisions of this agreement.</p> <p>So far as payment of capex incurred by SAMO is concerned, it is clarified that such investments/ CAPEX, if any, incurred by the SAMO operator is for the furtherance of its business interest and CWC in no manner whatsoever shall be liable to pay for it in case of premature termination of the contract.</p>

	the SAMO Agreement should also be amended accordingly.	
101.	<p><b>Reference-</b> Clause 14.6</p> <p><b>Original Clause-</b> Survival</p> <p><b>Query/Clarification-</b> It provides that certain provisions of SAMO Agreement will survive the expiry or termination of the Contract including the payment/ indemnity obligations. It appears that the clauses shall survive indefinitely. CWC to provide limitation period of 1 year for survival clause.</p>	The clause is found to be in order and needs no amendment.
102.	<p><b>Reference-</b> Clause 17.8</p> <p><b>Original Clause-</b> Assignment to lenders</p> <p><b>Query/Clarification-</b> We suggest that the SAMO Operator should be permitted to assign/ charge its rights under the Contract in favour of the lenders.</p>	Transfer of rights is not permissible without written permission of CWC.
103.	<p><b>Reference-</b> Clause 3.1.7 of Schedule-I</p> <p><b>Original Clause-</b> Condition of Contract On the expiry of the Contract or its determination/ 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 the SAMO Operator or the Member Entities either for cost or expense or any other compensation. The SAMO Operator shall however be entitled to remove all movable assets, including, cargo handling equipment/machinery brought in/erected by the SAMO Operator, which are not embedded/attached to the earth and are of temporary</p>	Clarification given at Sl. No. 100 hereabove refers.

	<p>nature, at the time of such determination/ termination/ expiry. In no manner whatsoever, the SAMO Operator shall dismantle railway tracks and/or any other concrete structures of permanent nature within ICD, Loni.</p> <p><b>Query/Clarification-</b> The clause may please be suitably amended as payment upon early termination should include the payment of capital cost incurred by the SAMO for installation of equipment and machinery at ICD.</p> <p>If there is termination without cause, then the entire capital cost should be reimbursed. In case there is termination with cause, then the parties can agree on the mechanism/formula for recovery of the capital cost in accordance with the principles laid down in PPP projects and as per industry standards.</p>	
104.	<p><b>Reference-</b> Para 1.1. of Schedule II</p> <p><b>Original Clause-</b> Introduction to Facility</p> <p><b>Query/Clarification-</b> The clause states that the SAMO Operator shall enjoy the right of permissible use of the Facility. We suggest that the Authority specifically warrant the peaceful occupation of the Facility during the entire contract period.</p> <p>In the event the SAMO Operator's peaceful occupation is obstructed due to any reason, then the Authority will be responsible and liable to restore the peaceful occupation of the SAMO operator on the Facility at its own cost and expense and the SAMO Operator will have the right of specific performance. In case the peaceful</p>	<p>The encumbrance-free facility will be handed over to SAMO.</p> <p>Maintaining law and order situation is mandate of local administration. Having received the handover of facility, SAMO is expected to ensure its possession of facility is not encumbered. Cost implications towards this, if any, are to be borne by the SAMO.</p> <p>It is confirmed that SAMO operator shall be acting as the sole operator of the facility for the services for which it is being appointed. However, any other activity to be undertaken by CWC as per its mandate and for protection of its interests in ICD, Loni (except facility handed over to SAMO) services of any 3<sup>rd</sup> party contractor may be availed by CWC.</p>

	<p>occupation is obstructed by any claims and proceedings, then the Authority will defend such claims and proceedings, and the cost of defending such claims and proceedings will be exclusively borne by the Authority. To be clarified.</p> <p>We need clarity that there are no third-party contractors of CWC on the Facility and the SAMO Operator shall be acting as the sole operator of the Facility.</p>	
105.	<p><b>Reference-</b> Para 2.6 of Schedule II</p> <p><b>Original Clause-</b> Transfer of Assets</p> <p><b>Query/Clarification-</b> Any Facility developed/ modified by the SAMO Operator shall be transferred to CWC immediately after completion/ termination of agreement on “as is where is” basis.</p> <p>It needs to be clarified that in case of termination of the SAMO Agreement, then the SAMO Operator shall be entitled for payments for their capex from CWC.</p>	Clarification given at Sl. No. 100 hereabove refers.
106.	<p><b>Reference-</b> General</p> <p><b>Original Clause-</b> Maximum Liability</p> <p><b>Query/Clarification-</b> There is no maximum liability / cap on indemnity under the Contract or Tort. Ideally, the liability of SAMO Operator under the Contract or Tort should be capped to a certain agreed percentage of the contract value.</p> <p>It is requested to cap the maximum liability of SAMO operator i.e. upto</p>	The suggestion is not agreeable.

	5 percent of the annual Fixed Lump-sum amount.	
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# All other terms and conditions of the tender will remain same.

**NOTE:-** Bidders are advised to upload the signed copy of all the corrigendums issued along with tender document.

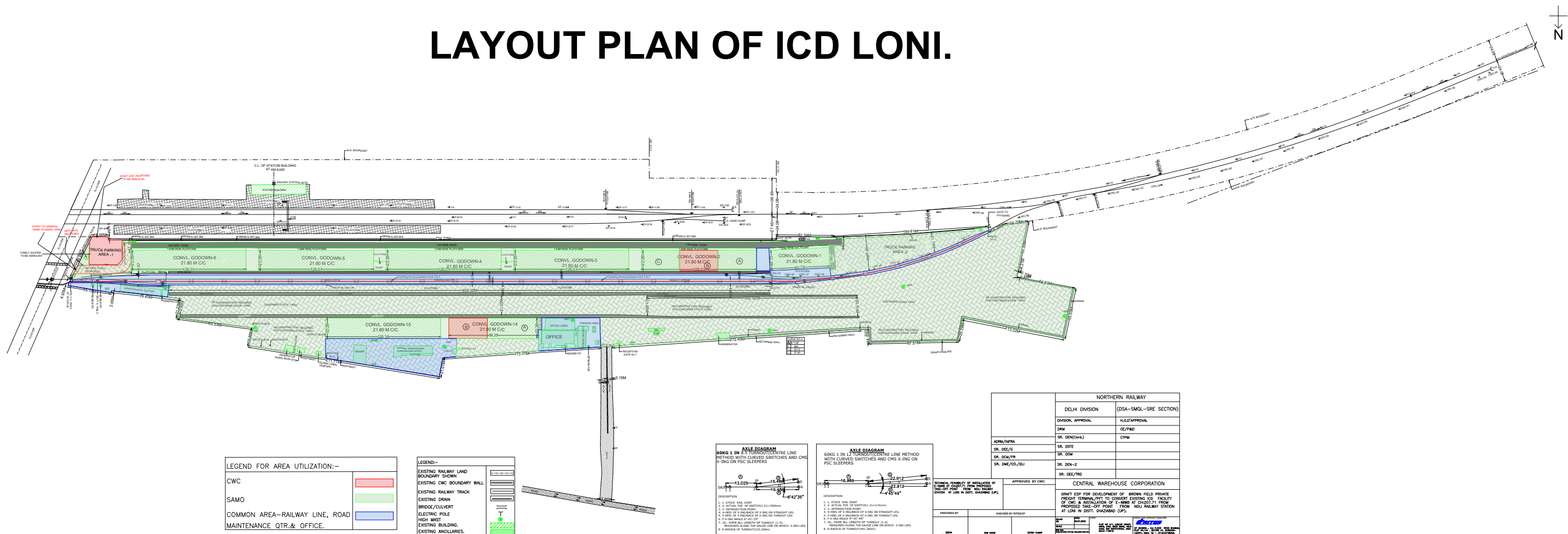
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**Regional Manager**

# Annexure-I

# LAYOUT PLAN OF ICD LONI.



**Details of Throughput Handled at ICD-Loni**

<b>FY</b>	<b>EXIM TEUs</b>	<b>Empty TEUs</b>	<b>Total TEUs</b>
<b>2006-07</b>	701	0	701
<b>2007-08</b>	51913	21984	73897
<b>2008-09</b>	82130	28266	110396
<b>2009-10</b>	75680	30921	106601
<b>2010-11</b>	103867	30874	134741
<b>2011-12</b>	125197	27052	152249
<b>2012-13</b>	122938	26634	149572
<b>2013-14</b>	117104	32657	149761
<b>2014-15</b>	130251	28926	159177
<b>2015-16</b>	124470	25183	149653
<b>2016-17</b>	108964	28706	137670
<b>2017-18</b>	98270	14079	112349
<b>2018-19</b>	62080	15271	77351
<b>2019-20</b>	53800	9151	62951
<b>2020-21</b>	18286	1448	19734
<b>2021-22*</b>	7092	651	7743

(\* - Includes TEUs handled till Feb 2022)

**Disclaimer:** Above figures are as per the records.

**Indicative List of Repair/Maintenance Works Being  
undertaken by CWC at ICD Loni**

**A. Civil Works**

1. Levelling and resurfacing of entire paver block yard in the premises and filling the depressions, as required.
2. Restoration of RTGCs pathways by dismantling pathways and laying M-40 Paver blocks.
3. Restoration of wall of Godowns where large shutters had been installed, renewing of old, damaged rolling shutters, plaster repair works inside, outside Godowns along with painting Godowns from inside and outside, painting of trusses, ventilators of Godowns as required.
4. Renewing AC Roof Sheets of Godown and verandah roofs as required.
5. Repair to bituminous road of premises, as per site requirement.
6. Cleaning of vegetation and jungle from premises as required.
7. Repair to floor of Godown 14A, verandah of Godowns as required.
8. Repairs to Boundary wall by restoring weak/ susceptible panels of brick boundary along with colour washing of entire boundary wall and renewing fencing on boundary wall as per requirement.
9. Renovation of office block and staff quarter with painting from inside and outside.
10. Repairs of entire railway track inside CWC premises.

**B. Electrical Works**

11. Replacement of non-functional High Mast Lights with new LED Lights.
12. Providing Internal Lighting in Godowns using LED Lights alongwith new wiring.
13. Repairs to electrical feeder panels.
14. Replacement of damaged distribution boxes and switchgears.





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Azadi Ka  
Amrit Mahotsav

केन्द्रीय भण्डारण निगम  
(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



No. CWC/RO-DLI/ICD-Loni/SAMO TENDER/2022-23/

DATE: 19.07.2022

**CORRIGENDUM NO.2**

<b>NAME OF WORK/TENDER:-</b>	APPOINTMENT OF STRATEGIC ALLIANCE MANAGEMENT OPERATOR (SAMO) AT INLAND CONTAINER DEPOT, LONI, GHAZIABAD, UTTAR PRADESH.
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In the tender document floated on 30.06.2022, the following amendments have been incorporated: -

Column/Clause/Details	FOR	READ
Date of Corrigendum 1	<b>05.06.2022</b>	<b>05.07.2022</b>
<b>Column - Schedule of e-Tender</b> Date for clarification to be published by CWC on its website <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="http://www.cwceprocure.com">www.cwceprocure.com</a>	Between <b>16.07.2022</b> to <b>18.07.2022</b>	Between <b>23.07.2022</b> to <b>25.07.2022</b>
<b>Clause 3.0(v) at Page No.91</b> CWC shall arrange adequate Insurance....	Clause 3.0(v)	Clause 3.0(vi)
<b>Clause 3.0(vi) at Page No.91</b> The track within the premises....	Clause 3.0(vi)	Clause 3.0(vii)
The term "Statutory Auditors"	The term "Statutory Auditors" in all relevant clauses in RFP document.	Shall be read as "Qualified Chartered Accountants or Statutory Auditors" in all relevant clauses in RFP document.
Clause 14.3.2 (h) at Page No.69	'in case, Customs Authority refuses to accord its approval to this Contract as provided in <b>Clause 9</b> of the Agreement.'	'in case, Customs Authority refuses to accord its approval to this Contract as provided in <b>Clause 10</b> of the Agreement <b>at Page No.48 of the tender document.</b> '

# All other terms and conditions of the tender will remain same.

**NOTE:-** Bidders are advised to upload the signed copy of both the Corrigendum issued along with tender document.

DR ANURAG  
TRIPATHI

Digitally signed by DR  
ANURAG TRIPATHI  
Date: 2022.07.19  
17:27:55 +05'30'

**Regional Manager**



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Azadi Ka  
Amrit Mahotsav



केन्द्रीय भण्डारण निगम  
(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



No. CWC/RO-DLI/ICD-Loni/SAMO TENDER/2022-23

DATE: 05.06.2022

**CORRIGENDUM NO.1**

<b>NAME OF WORK/ TENDER:-</b>	APPOINTMENT OF STRATEGIC ALLIANCE MANAGEMENT OPERATOR (SAMO) AT INLAND CONTAINER DEPOT, LONI, GHAZIABAD, UTTAR PRADESH.
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In the tender document floated on 30.06.2022, the following amendment has been made:-

S.No.	Tender Document Reference Para	AS PER EXISTING TENDER DOCUMENT/FOR	AMENDED AS/READ
1.	<b>Page No.4</b>	For assistance in online-tendering, bidder may call following helpline numbers:011-49424365/ <b>879975311</b>	For assistance in online-tendering, bidder may call following helpline numbers:011-49424365/ <b>8799753411</b>
2.	<b>Clause 8.2 (c) Page No. 13</b>	The bidder shall commit guaranteed throughput (MGT) of 60000 TEUs (Loaded Import & Loaded Export containers) per annum at Inland Container Depot (ICD)-Loni	The bidder shall quote/commit minimum guaranteed throughput (MGT) of _____TEUs (Loaded Import & Loaded Export containers) per annum as against the estimated throughput of 60000 TEUs per annum at at Inland Container Depot (ICD)-Loni.



3.	<p><b>Clause 9.2 of Page No. 17</b></p>	<p><b>EVALUATION OF FINANCIAL BID</b></p> <p>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, VARIABLE AMOUNT and <b>REVENUE SHARE</b> (as specified in Clause 8.2 c) read with Exhibit-15). The bidder having quoted the most attractive commercial terms on the Total Quoted Amount (as defined herein, below) 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 subject to provision of Public Procurement Policies for MSEs as per Exhibit 11.</p> <hr/> <p>Total Quoted Amount(H1) = [(Quoted Fixed Amount) + {(MGT commitment as per Exhibit 9) X (Quoted per TEU Variable Amount)} + {(MGT commitment as per Exhibit 9) X (Rs. 35000/-* per TEU) X (Quoted Revenue Sharing Percentage)}]</p> <hr/> <p><b>* Considered as the total turnover towards per TEU operations for the sake of calculation only, to arrive H1 bidder.</b></p> <hr/> <p>NOTE:</p> <ol style="list-style-type: none"> <li>1. In case, the total quoted amount as worked out above is found to be same for more than one bidder, H1 bidder shall be declared on the basis of highest Turnover [Refer Clause 8.2(b)].</li> </ol>	<p><b>EVALUATION OF FINANCIAL BID</b></p> <p>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, VARIABLE AMOUNT and <b>QUOTED/COMMITTED THROUGHPUT (as specified in Clause 8.2 c) read with Exhibit-15]</b>. The bidder having quoted the most attractive commercial terms on the Total Quoted Amount (as defined herein, below) 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 subject to provision of Public Procurement Policies for MSEs as per Exhibit 11.</p> <hr/> <p><b>Total Quoted Amount(H1) = Quoted Fixed Amount + (Quoted Guaranteed/Committed Throughput X Quoted per TEU Variable Amount)</b></p> <hr/> <p>NOTE:</p> <ol style="list-style-type: none"> <li>1. In case, the total quoted amount as worked out above is found to be same for more than one bidder, H1 bidder shall be declared on the basis of highest Turnover [Refer Clause 8.2(b)].</li> <li>2. Any conditional and/or incomplete financial bid (Exhibit-15) is liable to be rejected.</li> </ol> <p><b><u>Example for calculation of Total Quoted Amount</u></b></p> <p>Let us suppose the following commercials for the sake of example.</p> <ul style="list-style-type: none"> <li>• <b>Quoted Fixed Amount: Rs. 5 Cr per annum</b></li> <li>• <b>Quoted Variable Amount per TEU: Rs 800/-</b></li> </ul>
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		<p>2. Any Conditional and/or incomplete financial bid (Exhibit-15) is liable to be rejected.</p> <p><b>Example for calculation of Total Quoted Amount</b></p> <p>Let us suppose the following commercials for the sake of example.</p> <ul style="list-style-type: none"><li>• <b>Quoted Fixed Fee: Rs. 5 Cr per annum</b></li><li>• <b>Quoted Variable Fee per TEU: Rs 800/- per TEU</b></li><li>• <b>Percentage of Revenue Share Quoted: 5%</b></li><li>• <b>MGT Committed: 60000 TEUs per annum</b></li><li>• <b>For the purpose of calculation, the total turnover per TEU is considered as Rs.35000</b></li></ul> <p><b>Total Quoted Amount = [5.00 + (60000 * 800) + (60000*35000*5%)] = INR 20.30 Cr</b></p>	<p><b>per TEU</b></p> <ul style="list-style-type: none"><li>• <b>Committed Throughput: 60000 TEUs per annum</b></li></ul> <p><b>Total Quoted Amount = [50000000 + (60000 * 800)] = 9,80,00,000/-</b></p>				
4.	<b>Exhibit 1, Para 1, Page 19</b>	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 <b>for a period of not less than 04 (four) months</b> from the last date of submission of the proposal as laid down in this RFP document.	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 <b>for a period of not less than 90 days</b> from the last date of submission of the proposal as laid down in this RFP document.				
5.	<b>Exhibit 15, Clause (A,B,C&amp;D), Page 44</b>	<table><tr><td>A. Fixed Fee Amount (lump sum) per annum subject to Minimum Fixed Amount of <b>Rs. 5.00 Cr.</b></td><td><div><div>Rs. (In Figure) ----- ----- ----- -----</div><div>Rs. (In words) -----</div></div></td></tr></table>	A. Fixed Fee Amount (lump sum) per annum subject to Minimum Fixed Amount of <b>Rs. 5.00 Cr.</b>	<div><div>Rs. (In Figure) ----- ----- ----- -----</div><div>Rs. (In words) -----</div></div>	<table><tr><td>A. Estimated Fixed Fee Amount (lump sum) of <b>Rs.5.00 Cr per annum.</b></td><td><div><div>Rs. (In Figure) ----- ----- ----- -----</div><div>Rs. (In words) -----</div></div></td></tr></table>	A. Estimated Fixed Fee Amount (lump sum) of <b>Rs.5.00 Cr per annum.</b>	<div><div>Rs. (In Figure) ----- ----- ----- -----</div><div>Rs. (In words) -----</div></div>
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		<table border="1"> <tr> <td data-bbox="627 138 1030 271"></td> <td data-bbox="1030 138 1366 271"> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> </td> </tr> <tr> <td data-bbox="627 271 1030 606"> <p>B. Variable Fee Amount per TEU subject to Minimum Variable Fee Amount of <b>Rs. 800/- per TEU.</b></p> </td> <td data-bbox="1030 271 1366 606"> <p>Rs. (In Figure) -----</p> <p>Rs. (In words) -----</p> </td> </tr> <tr> <td data-bbox="627 606 1030 973"> <p>C. Estimated Guaranteed Throughput</p> <p>1st Year <b>24000 TEUs</b> per annum</p> <p>2nd Year <b>42000 TEUs</b> per annum</p> <p>3rd Year and onwards <b>60000 TEUs</b> per annum</p> </td> <td data-bbox="1030 606 1366 973"> <p>Guaranteed Throughput (MGT)</p> <p>1st Year ----- per annum</p> <p>2nd Year ----- per annum</p> <p>3rd Year and onwards ----- per annum</p> </td> </tr> </table>		<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p>B. Variable Fee Amount per TEU subject to Minimum Variable Fee Amount of <b>Rs. 800/- per TEU.</b></p>	<p>Rs. (In Figure) -----</p> <p>Rs. (In words) -----</p>	<p>C. Estimated Guaranteed Throughput</p> <p>1st Year <b>24000 TEUs</b> per annum</p> <p>2nd Year <b>42000 TEUs</b> per annum</p> <p>3rd Year and onwards <b>60000 TEUs</b> per annum</p>	<p>Guaranteed Throughput (MGT)</p> <p>1st Year ----- per annum</p> <p>2nd Year ----- per annum</p> <p>3rd Year and onwards ----- per annum</p>	<table border="1"> <tr> <td data-bbox="1366 138 1747 271"></td> <td data-bbox="1747 138 2134 271"> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> </td> </tr> <tr> <td data-bbox="1366 271 1747 606"> <p>B. Estimated Variable Fee Amount of <b>Rs.800/- per TEU.</b></p> </td> <td data-bbox="1747 271 2134 606"> <p>Rs. (In Figure) -----</p> <p>Rs. (In words) -----</p> </td> </tr> <tr> <td data-bbox="1366 606 1747 1356"> <p>C.</p> <p>(i) Estimated Guaranteed Throughput <b>60000 TEUs</b> per annum, <i>with gestation during first two years of the contract as under:-</i></p> <p>(ii) <b>1st Year: 40%</b> of committed/guaranteed MGT at Sl. No. (i).</p> <p>(iii) <b>2nd Year: 70%</b> of committed/guaranteed MGT at Sl. No. (i).</p> <p>(iv) 3rd Year and onwards: 100% of committed/ guaranteed MGT at Sl. No. (i).</p> </td> <td data-bbox="1747 606 2134 1356"> <p>(i) Committed/ Guaranteed Throughput (MGT) ----- TEUs per annum.</p> </td> </tr> </table>		<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p>B. Estimated Variable Fee Amount of <b>Rs.800/- per TEU.</b></p>	<p>Rs. (In Figure) -----</p> <p>Rs. (In words) -----</p>	<p>C.</p> <p>(i) Estimated Guaranteed Throughput <b>60000 TEUs</b> per annum, <i>with gestation during first two years of the contract as under:-</i></p> <p>(ii) <b>1st Year: 40%</b> of committed/guaranteed MGT at Sl. No. (i).</p> <p>(iii) <b>2nd Year: 70%</b> of committed/guaranteed MGT at Sl. No. (i).</p> <p>(iv) 3rd Year and onwards: 100% of committed/ guaranteed MGT at Sl. No. (i).</p>	<p>(i) Committed/ Guaranteed Throughput (MGT) ----- TEUs per annum.</p>
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		<div> D. Percentage of Revenue share on Total Turnover from operations at ICD, Loni <b>subject to Minimum</b> Percentage of Revenue Share of <b>5.0% on Total Turnover.</b> </div> <div> Percentage of Revenue Share 5% </div>	<div> D. Percentage of Revenue Share of <b>5.0% on Total Turnover</b> from operations at <b>ICD, Loni</b> </div> <div> Percentage of Revenue Share 5% </div>
6.	<b>Schedule-III, Para 1.0 (c), Page No. 86</b>	1.0 (c) _____ of Total Turnover as Revenue Share generated through operations from the Facility.	(c) <b>5 %</b> of Total Turnover as Revenue Share generated through operations from the Facility.

#All other terms and conditions of the tender will remain same. Demarcated map of ICD Loni as per Appendix-2 of the Schedule-III of the draft agreement (Exhibit-16) is also placed hereunder.

**NOTE:-** Bidders are advised to upload the signed copy of the Corrigendum issued along with tender document.

  
**Regional Manager**

क्षेत्रीय कार्यालय, स्कोप मीनार, कोर-3, प्रथम तल लक्ष्मी नगर जिला केंद्र, नई दिल्ली-110092  
Regional Office, Scope Minar, Core-3, 1st Floor Laxmi Nagar Distt. Center, New Delhi-110092  
Phone: 011- 22444370-74 Fax: 011- 22444375  
E-mail: [rmdli@cewacor.nic.in](mailto:rmdli@cewacor.nic.in)





No.	Godown Type	Carpet Area (Sqm)	Capacity (MT)	Height (in m) @ Eaves	Roof	Floor
1	Conventional	1278	3014	6	AC	CC
2	Conventional	2654	6264	6	AC	CC
3	Conventional	2654	6264	6	AC	CC
4	Conventional	2654	6264	6	AC	CC
5	Conventional	2654	6264	6	AC	CC
6	Conventional	2654	6264	6	AC	CC
7	Conventional	4601	1950	6	AC	CC
8	Conventional	2654	6264	6	AC	CC

Siswa		Nilai
1	1. Nama dan kelas	2. No. LKPD, Gambar
2	3. Isian	4. Kesimpulan
3	5. Diskusi	6. Kesimpulan
4	7. Kesimpulan	8. Kesimpulan
5	9. Kesimpulan	10. Kesimpulan
6	11. Kesimpulan	12. Kesimpulan
7	13. Kesimpulan	14. Kesimpulan
8	15. Kesimpulan	16. Kesimpulan
9	17. Kesimpulan	18. Kesimpulan
10	19. Kesimpulan	20. Kesimpulan
11	21. Kesimpulan	22. Kesimpulan
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16	31. Kesimpulan	32. Kesimpulan
17	33. Kesimpulan	34. Kesimpulan
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46	91. Kesimpulan	92. Kesimpulan
47	93. Kesimpulan	94. Kesimpulan
48	95. Kesimpulan	96. Kesimpulan
49	97. Kesimpulan	98. Kesimpulan
50	99. Kesimpulan	100. Kesimpulan

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