

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

FOR

**DOMESTIC RAIL LINKED INFRASTRUCTURE AT
CWC, PFT, BAMANHERI, MUZZAFARNAGAR**

E-TENDER NO. CWC/RO-LKO/SAMO/PFT-BAMANHERI/2023-24/13

08TH FEBRUARY, 2024

CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE,
'WAREHOUSING BHAWAN',
NEAR ROADWAYS WORKSHOP,
VIBHUTI KHAND, GOMTI NAGAR,
LUCKNOW-226010.

E-Tender Notice.**No. CWC/RO-LKO/SAMO/PFT-BAMANHERI/2023-24/13 DT. 08.02.2024**

CWC invites e- tenders only from the interested Professionally Competent and financially sound parties for Strategic Alliance Management and Operation of its Rail Linked Infrastructure at CWC, PFT, Bamanheri, Muzaffar Nagar as detailed below:

Scope of Work	Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development, Expansion of Domestic Rail Linked Infrastructure at CWC, PFT, Bamanheri, Muzaffarnagar.	
Tender Notice	Only Online Tenders (e-tendering) for above work. Tender documents will be available on websites. www.cwceprocure.com, www.cewacor.nic.in and www.eprocure.gov.in	
Tender Type	OPEN	
	<p><i>The bidder has to register (if not registered earlier) with CWC</i></p> <p><i>The detailed procedure for registration is as under:</i></p> <p>i) <i>Go to the url:- www.cwceprocure.com</i></p> <p>ii) <i>Click on the REGISTER ME link.</i></p> <p>iii) <i>In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information, and correct e-mail address and submit form.</i></p> <p>iv) <i>The user-id and password are generated in the form of Acknowledgement.</i></p>	
Schedule of e-Tender	Documents downloading date & time	From 15:00 Hrs on 08.02.2024 up to 15:00 Hrs on 22.02.2024
	Last date and time for submission of Processing Fee and COT	22.02.2024 up to 15:00 Hrs
	Last date and time of online bid and EMD submission	Upto 15:00 Hrs on 23.02.2024
	Date & time of online Pre-Qualification (Technical) Bid opening i.e. Step 1	At 15:30 Hrs on 23.02.2024

	Date & time of online Price (Financial) Bid opening	Will be intimated later on.
	Pre-bid meeting Note: The objective of pre-bid meet is to clarify doubts and queries in respect of terms and conditions of tender document.	12.02.2024 at 14:00 Hrs at CWC, Regional Office, Lucknow
	Clarifications to be published by CWC on its website www.cewacor.nic.in , www.eprocure.gov.in and www.cwceprocure.com	Will be intimated/published
	NOTE: If the date fixed for opening of Technical Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.	
Bid Validity Period	120 days from the last date for submission of tender. However, CWC may solicit the Bidder's consent for further extension of the period of validity of the bid.	
Period of Contract	Period of this contract agreement is for 15 (Fifteen) years. The contract period will start from the date of commencement of the work.	
Processing Fee	(i) PROSECESSING FEE PAYABLE TO CWC for an amount of Rs. 35,400/- (Rupees Thirty Five Thousand Four Hundred Only) including GST @ 18%.The payment should be deposited through e-payment gateway of M/s ITI only. (ii) PROSECESSING FEE PAYABLE TO M/s ITI for an amount of Rs. 885/- (Rupees Eight Hundred and Eighty Five only) including GST @ 18% (Rs 750+135= Rs.885/-).The payment should be deposited through e-payment gateway of M/s ITI only.	
EMD	The EMD for an amount of Rs. 2,04,000/- (Rupees Two Lakh Four Thousand Only) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only (ref. article 5.7). NOTE: The tenderer participating under the category " <i>MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender i.e. the Processing Fee payable to CWC as mentioned above, and should enclose the proof of their being registered with agencies mentioned in the</i>	

tender document. Their registration should be valid as on last date of submission of tender, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.” Detailed Terms for Micro & Small Enterprises are mentioned at EXHIBIT-14.

INFORMATION FOR ONLINE PARTICIPATION:-

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

The detailed procedure for registration is as under:

- i) Go to the [url:- www.cwceprocure.com](http://www.cwceprocure.com)
- ii) Click on the REGISTER ME link.
- iii) In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information, and correct e-mail address and submit form.
- iv) The user-id and password are generated in the form of Acknowledgement.

- E. The person authorized to participate in the bidding on behalf of the bidder i.e. Authorized Signatory can submit the bid under Digital Signature none other than the one issued to him. Noncompliance will lead to summarily rejection of the bid.
- F. Enquiries/Clarification, if any may be submitted up to 14:00 Hrs on 12.02.2024 to Regional Manager, CWC, Regional Office-Lucknow. Clarifications will be published on the CWC website www.cewacor.nic.in, www.eprocure.gov.in and www.cwceprocure.com.
- G. DOWNLOADING OF TENDER DOCUMENT: -The tender document is available only in electronic format which the tenderers can download free of cost from the above mentioned websites.
- H. SUBMISSION OF TENDER:-Tenderer shall submit their offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.
- I. Tenders not accompanied with all Exhibits duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signature shall be liable to be ignored.
- J. Checklist: A Checklist as provided with the Template for Step-1: Pre-qualification (Technical) Bid is also required to be duly filled and uploaded.
- K. Tenderers who wish to participate in e-tender enquiry need to fill data in pre- defined forms of Pre-qualification (Technical) Bid, Financial Bid in Excel formats only.
- L. After filling data in pre-defined forms, tenderers need to click on final submission link to submit the encrypted bid.
- M. In the event of any document being found fabricated/forged/tampered/altered/manipulated during verification, the EMD of the tenderer shall be forfeited and he/they himself/themselves would disqualify for future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.
- N. In case any of the uploaded documents is not legible then the Corporation reserves the right to call for legible hard copies of the same and/or originals for scrutiny/verification. In such a case the bidder must furnish the documents called for within the stipulated time either by post/courier or in person.

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

**FOR any clarification regarding online participation,
contact:-**

M/S. ITI New Delhi.

For assistance in online tendering may call following numbers.

M/S ITI Limited, 11th Floor, Core-1, Laxmi Nagar District Centre, Laxmi Nagar, Delhi-92. For local assistance, may call following help line numbers at M/s ITI Ltd:
1. Sh. Satish Tiwari Mob: 9452535132 2. Sh. Shashank, Mob: 9455128024

The Regional Manager
Central Warehousing Corporation
Regional Office, Lucknow.

Fax No : 0522-2720686
Phone : 0522-2720685
Email : rmlko@cewacor.nic.in

REQUEST FOR PROPOSAL**Details of Tender:**

Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development, Expansion of Domestic Rail Linked Infrastructure situated AT CWC PFT, Bamanheri, PO-Rampur, Muzaffarnagar as set out in the e-Tender Notice dated 08.02.2024.

Notes:

1. This Document is in two volumes:
Volume I: Request for Proposal
Volume II: Project Information
2. **Volume I** contains **95** pages i.e. page No. **08-109**.
Volume II contains **04** pages i.e. page No. **110-114**.
3. The proposal document is valid only for the applicant who has downloaded the document from the Websites mentioned in the e-Tender Notice CWC-RO/LKO-SAMO/PFT-Bamanheri/2023-24/13 dated 08.02.2024. The proposal document would have to be necessarily procured by the Bidder as a pre-condition to participation in the bidding process.
4. The bidder is required to furnish a self-certificate certifying that they are not black listed in any Central/State Govt., PSU or local Govt. department/autonomous body as on date of downloading of tender documents. **(Exhibit-16)**
5. The tenderer should upload the scanned copies of documents duly self-attested in support of eligibility criteria along with the bid. Any document uploaded even without self-attestation will be uploaded with digital signature and, therefore, any document uploaded with the digital signature shall be deemed to have been self-attested and shall be binding on the bidder.
6. Submission of false, dubious, forged or tampered documents by the bidder shall lead to the disqualification of the tender and action as deemed fit by the Corporation shall be taken against such erring bidder.

VOLUME-I
REQUEST FOR PROPOSAL

ACKNOWLEDGEMENT

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

**The Regional Manager (Lucknow)
Central Warehousing Corporation
'Warehousing Bhawan', Near Roadways Workshop,
Vibhuti Khand, Gomti Nagar,
Lucknow – 226010.**

<p>“Request for Proposal document” downloaded for participation for center, namely PFT Bamanheri, CWC Muzaffarnagar.</p>	<p>Address of the center : Central Warehouse, Bamanheri (Base Depot) PO-Rampur, Bamanheri, Muzaffarnagar- 251001.</p>
<p>Name of the Bidder</p>	
<p>Address</p>	
<p>Signature</p>	
<p>Date of Downloading</p>	

DISCLAIMER

Though adequate care has been taken in the preparation of this Request for Proposal document, CWC makes no representation or warranty as to the accuracy and completeness of the information and/or projections contained in this document or provided to any party by CWC or any other person. CWC shall have no liability for any statements, opinions, information and matters (expressed or implied) arising out of, contained in or derived from, or for any omission from this document or any other written or oral communications transmitted to or conceived/inferred by the party in relation to the assets and business of the PFT, as the case may be.

The Bidder should satisfy themselves that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office on or before 12.02.2024 up to 14:00 Hrs, it shall be deemed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects and Bidder(s) have no queries or confusion related to any part or whole of the Tender Document.

CWC and the Strategic Alliance Management Operator (SAMO) shall have to follow the provisions of Railways Act'1989 and any Rules Regulations polices framed there under and the applicable laws related to **environment, labour laws** and any other law as applicable for the concerned operation in its letter and spirit.

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

Central Warehousing Corporation also reserves the right to change any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal and shall be posted on CWC's website <http://www.cewacor.nic.in>; on the CPP Portal eprocure.gov.in; and on the CWC's tender portal www.cwceprocure.com for the benefit of such tenderers who have downloaded the Tender from the website. It is informed that it is the sole responsibility of such bidders to check the website for such changes, if any, on the website with reference to this tender before submitting the Tender. If they fail to do so the CWC shall in no way be liable for the same. However, changes/clarifications, if any, shall be posted on the website latest by two days prior to close of downloading of the Tender.

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

this document or any other written or oral communications transmitted to the party in relation to assets of the PFT, as the case may be.

CWC and the Strategic Alliance Management Operator (SAMO) shall have to follow the provisions of Railways Act'1989 and any Rules Regulations polices framed there under and the applicable laws related to **environment, labour laws** and any other law as applicable for the concerned operation in its letter and spirit.

CWC is in process of laying an additional railway line for handling of dirty cargo/Other Cargo at PFT which shall form a part of the facility offered to prospective bidder. However it shall in no way enable bidder to claim any compensation till completion of addition of railway line to PFT Bamanheri. Any delay or not getting required permission for the same from Indian Railway, shall not entitle the SAMO to claim any compensation/damages against the CWC. The Third line proposal has been processed only till date and only on completion of the work of laying down this 3rd line track the same will be handed over to the ABC.

Though adequate care has been taken in the preparation of this Request for Proposal (RFP) document, the Bidder should satisfy themselves that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in para 5.0, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.

CWC reserves the right to reject any or all of the proposals submitted in response to this RFP or otherwise not to proceed with the bidding at any time without assigning any reasons whatsoever, at any stage of evaluation of bids.

CWC also reserves the right to change any or all of the provisions of this RFP. Such changes would be intimated to all parties procuring this RFP and shall be posted on CWC's website <http://www.cewacor.nic.in> and CPP Portal www.eprocure.gov.in for the benefit of such of the Tenderers who have downloaded the Tender from the website. It is informed that it is the sole responsibility of such bidders to check the website for such changes, if any, on the website with reference to this tender before submitting the Tender. Such changes will not be published in daily newspapers. If they fail to do so the CWC shall in no way be liable for the same. However, in any case such changes/ clarifications shall be posted on the website latest by two days prior to close of sale of the Tender.

**The Regional Manager (Lucknow)
Central Warehousing Corporation
Regional Office – Vibhuti Khand
Gomti Nagar
Lucknow-226010.**

Fax No : 0522-2720686

Phone : 0522-2720685

Email : rmlko@cewacor.nic.in

1.1 INTRODUCTION

This bid document (hereinafter referred to as the 'proposal document') has been prepared by Central Warehousing Corporation (hereinafter referred to as the 'CWC') and the information contained in this document has been developed from publicly available sources. Bid document includes Request for Proposal (RFP) along with **Exhibits 1 to 18**. Exhibit -11 is for proposed agreement which is integral part of the bid document. This document has been prepared to enable the bidders to participate in the tender process of Strategic Alliance for development, maintenance and operations of defined / allocated facility of **its CWC PFT Bamanheri, Muzaffarnagar for 15 years**.

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

1.2 CONFIDENTIALITY:

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

1.3 STATUS OF THE DOCUMENTS:

This document is not an offer by CWC to sell or part away its assets and facilities in the CW-Muzaffarnagar BD but is only an offer to offer an entity to provide services for development, maintenance & operations of defined/allocated facility of its **CWC PFT Bamanheri, Muzaffarnagar** and independently develop, design, engineer, finance, procure, construct, operate, maintain & manage defined / allocated existing facilities at the **CWC PFT Bamanheri, Muzaffarnagar** and setting up other required installations inside **CWC PFT Bamanheri, Muzaffarnagar**.

1.4 STATUS OF FACILITY:

This facility of CWC, PFT-Bamanheri, Muzaffarnagar, UP has at present two full rake length railway tracks. ***(Map of the defined / allocated facility enclosed as Annexure-I. The Area of the facility to be offered to SAMO has been marked as Red in Annexure-I). Offered facility includes the common user area of 3792.24 SQM and Track No.2 (marked as yellow in Annexure-I).*** This common user area and Track No.2 will be under the domain of ABC, but CWC may also utilize this area and Track No.2 as and when required without paying any charges. This area is demarcated in Yellow colour in Annexure-I. Repair and maintenance of this area will be responsibility of ABC on its own cost. SAMO, as a terminal operator will develop the additional facilities, inside the complex as per its business requirement in accordance with this RFP document.

The upcoming facility near railway station Bamanheri / Muzaffarnagar would be a multi modal logistics hub, with dedicated two lines railway siding, capable of handling both **containerized, bagged / bulk and liquid cargo**. It has rail-road connectivity. It can handle more than 30 rakes per month.

CWC is in process of laying an additional railway line for handling of dirty cargo at PFT which shall form a part of the facility offered to prospective bidder. However it shall in no way enable bidder to claim any compensation till completion of addition of railway line to PFT Bamanheri. Third line proposal has been processed only till date and only on completion of the work of laying down this 3rd line track the same will be handed over to the ABC.

Area for future expansion including connecting railway track available in this area: An exclusive undeveloped area of 28312.269 square meter is available adjacent to the area exclusively earmarked for PFT (27270 Square Meter) will be available for development/construction/additional infrastructure by the ABC for expansion of PFT Bamanheri for handling, storage of Cargo/Containers or any other infrastructure as required.

The required permission, for laying any additional line or say new rail track, construction of cargo handling equipment, warehouses and any other required infrastructure, shall be arranged by ABC at its own cost. CWC shall only facilitate the process of taking approvals/permissions from the authorities, if any. But, all such infrastructure shall be vested/built in the name of CWC, with exclusive rights to SAMO for operational use of the facility so developed till the contract period or termination of the contract whichever is earlier.

The premises and facilities have been developed on the land purchased from State authority by CWC effective from September 1986.

The Strategic Alliance Management Operator as terminal operator will develop the existing Domestic Rail Linked Warehousing Infrastructure as per its requirement at its own cost. The 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 rail link facility. The area as offered and defined in this RFP, will be developed by the successful bidder with required installations for handling cargo in accordance with this RFP document within the complex pursuant to agreement with CWC and under the condition(s) that the operator may enjoy the right to use for the operation as specified in these documents subjects to due and faithful fulfillment of all obligations of the operator as specified in these documents.

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

2. ABBREVIATION & DEFINITIONS

2.1 ABBREVIATIONS:

- (i) **PFT:** Private Freight Terminal
- (ii) **BPFT:** Brownfield Freight Terminal
- (iii) **ICD:** Inland Container Depot
- (iv) **MGT:** Minimum Guaranteed Throughput

2.2. DEFINITIONS:

(i) Affiliate:

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

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

OR

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

(ii) Bidder:

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

(iii) Bidding Consortium:

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

(iv) Lead Member:

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

(v) Member Entity:

Each entity in the Bidding Consortium shall be referred to as a Member Entity.

(vi) Container:

'Container' shall mean ISO container used for export/import/domestic cargo, which could be 20', 30', 35', 40' and 45' container viz. Flat rake, Open top, Over dimension cargo container (high dome or such other size). This shall include dwarf and Reefer Containers also. However, any container above 20' will be treated as 40' container only irrespective of its size being 30', 35', 40', 45' etc. and charged for two containers and considered as a FEU (2 TEUs).

(vii) Corporation:

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

(viii) Facility:

Facility means the area as demarcated / shown in the map at Annexure-I which shall be under the domain of Strategic Alliance Operator. Facility area to be offered to SAMO is about **27270.842 square meter** which has been developed, as part of CWC Domestic Rail Linked infrastructure, being called as PFT-Bamanheri, Muzaffarnagar BD, Rampur PO, Muzaffarnagar, Uttar Pradesh-251002, including the assets installed thereon as described in

Volume-II (Project Information) (Map of the facility offered is enclosed as Annexure-I). ***Railway Track No.1 shall be under the domain of SAMO which will be used by operator/SAMO. The offered facility includes the common user area of 3792.24 SQM, and Track No.2.*** This common user area and Track No.2 will be under the domain of ABC, but CWC may also utilize this area and Track No.2 as and when required without paying any charges. This area is demarcated in Yellow colour in Annexure-I. Repair and maintenance of this area and Track No.2 will be responsibility of ABC on its own cost.

(ix) Managing Director:

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

(x) Regional Manager:

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

(xi) Strategic Alliance Management Operator or Successful Bidder:

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

(xii) Pre-qualified Bidders:

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

(xiii) Project:

To independently operate, maintain, manage & further develop the existing “Facility” by the Strategic Alliance Management Operator (SAMO) of CWC as per the conditions of this Document and as per the terms of the Strategic Alliance Management Operator (SAMO) agreement to be entered into with CWC in accordance with Exhibit-11.

(xiv) Proposal:

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

(xv) Request for Proposal:

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

(xvi) ABC means:

The successful bidder.

(xvii) WAGON:

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

(xviii) Domestic Traffic:

Domestic Traffic means container/wagon/any other rolling stock trains carrying freight traffic other than export and import Traffic in India.

(xix) PFT and BPFT:

Private Freight Terminal and Brown-fielded Private Freight Terminal as described in the PFT policy of Indian Railways.

(xx) SQM/sqm/sq meter: Square meter

(xxi) Rakes: All types of railway rakes including BLC, BCN, BCNX, BTPN, BCACBM, NMG, BCCW, tank, parcel wagon rolling stock and any other rake introduced by railway etc.

For the purpose of counting of actual number of rakes for throughput.

(i) The rake entering in as partially loaded/full loaded and going out as empty OR the rake entering in as empty and going out as partially loaded/full loaded OR rake entering in as empty and going out as empty will be counted as one rake and variable fee shall be payable for the same.

(ii) The rake entering in as partially loaded/full loaded and going out as partially loaded/full loaded will be counted as two rakes for the purpose of computation of rakes for throughput and variable fee shall be payable for two rakes for the same.

(xxii) Gross Revenue means the aggregate of all revenues from the operation or maintenance of the PFT Bamanheri charged by SAMO Operator to the users, whether or not such revenues are actually realized from the users and shall include:

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

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

- a) Income from investment of surplus funds in bank deposits or deposits with financial institutions etc.
- b) Income from any other investments not directly related to the Project.

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

3. INTRODUCTION & BACKGROUND

3.1 Objectives of the Strategic Alliance Participation:

CWC proposes to enter into a Strategic Alliance Management and Operation Agreement for its “facility” at PFT-Bamanheri, CW-Muzaffarnagar BD, Bamanheri, PO-Rampur, Muzaffarnagar for a period of **Fifteen (15) years** with entities who have the required experience, expertise and technology matching with international standards in the areas of–

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

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

3.2 Proposed Time Table:

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

S. No.	Particulars	Envisaged Schedule
1	Documents downloading date & time	From 15:00 hrs on 08.02.2024 upto 15:00 hrs on 22.02.2024
2. (a)	Last date and time for submission of Processing Fee/COT	Upto 15:00 hrs on 22.02.2024
2. (b)	Last date and time of EMD & online bid submission	23.02.2024 up to 15:00 hrs
3	Last date for seeking Enquiries/Clarifications	At 14:00 hrs 12.02.2024 at Regional Office, Lucknow.
4	Pre-bid meeting	At 14:00 hrs on 12.02.2024 at Regional Office, Lucknow
5	Date & time of online Pre-Qualification (Technical) Bid opening i.e. Step 1	At 15:30 hrs on 23.02.2024
6	Date & time of online Price (Financial) Bid opening	Will be intimated later on.

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

4. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of proposals by the interested parties in response to the Request for Proposal as specified below:

Step 1: Information for Pre-Qualification, Business Proposal and Conditions.

Step 2: Financial Bid.

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

4.1 STEP- 1: PRE-QUALIFICATION OF BIDDERS

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

4.1.1 Preliminary scrutiny of bids

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored.

The following are grounds due to which a bid may be declared as unresponsive and to be ignored during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed except Exhibits as mentioned at Clause-5.2 which are to be compulsorily ink signed);
- (ii) The bid is not legible;
- (iii) Required cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document (ref. Article 5.6 of Introduction)
- (v) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / bank guarantee and dispute resolution mechanism.
- (vi) The bidders who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of NIT.

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

4.1.2: Further evaluation of Step-1: Technical Bid

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents, as asked for, have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) Corporation, if necessary, can ask the tenderer for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time of ten (10) days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

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

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

document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer.

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

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

- (i) An Icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Financial Bid.
- (ii) Corporation shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
- (iii) After entering the details of clarification / missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular clarification / missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the Corporation.
- (iv) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.
- (v) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.
- (vi) After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.

STEP 2 – EVALUATION OF COMMERCIAL/PRICE/FINANCIAL BID

Commercial Bid/Price Bid/Financial Bid in respect of the bidders declared as Pre-qualified in evaluation of technical bid will be opened.

The bidder, who has not quoted for all the items, as specified in **Exhibit-10**, will be declared as disqualified.

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

The bid value shall be calculated in following manner:

The Financial Bids will be ranked on the basis of the total quoted amount [FIXED AMOUNT, VARIABLE AMOUNT and MGT/Committed MGT (as specified in Clause 7.1 (c) read with Exhibit-10). 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 14**.

Total Quoted Amount (H1) = [(Quoted Fixed Amount) + {(Quoted Guaranteed Throughput/Committed Throughput) X (Quoted per Rake Variable Amount)}]

NOTE:

For instance: Let party 'A' quotes Rs. 132 Lakh towards fixed fee and Variable fee @ Rs. 60000/- per rake for 200 rakes.

While party 'B' quotes Rs. 131 Lakh towards fixed fee and variable fee @ Rs. 62000/- per rake for 180 rakes.

Bid value of 'A' = 132 Lakh + 60000*200 = Rs. 2,52,00,000/-

Bid value of 'B' = 131 Lakh + 62000*180 = Rs. 2,42,60,000/-

Here party 'A' becomes highest bidder and will be ranked as H1, while party 'B' becomes H2.

In case bid values of two or more bidders are same, the highest bidder will be decided on the basis of turnover. The bidder having highest turnover in last three years will become H1 (highest bidder).

5. PROCEDURE TO BE FOLLOWED

5.0 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

**The Regional Manager (Lucknow)
Central Warehousing Corporation**

Regional Office – Lucknow
‘Warehousing Bhawan’, Near Roadways Workshop,
Vibhuti Khand, Gomti Nagar,
Lucknow – 226010.

Fax No.: 0522-2720686.

Phone: 0522-2720685. Email: rmlko@cewacor.nic.in

All queries that are received on or before 14:00 hrs on 12.02.2024 shall be addressed by CWC in writing. CWC shall aggregate all such clarifications and shall prepare a response, which shall be posted on the website www.cewacor.nic.in. No separate communication shall be issued. It may be noted that queries in writing would be entertained only from those parties who have been provided this Document and shall be published on CWC’s website only, no newspaper publication will be done.

Pre-bid meeting:

A pre-bid meeting with the prospective bidder shall be held at **14:00 hrs on dated 12.02.2024** at CWC, Regional Office, Lucknow.

Request for clarifications received after **14:00 hrs on 12.02.2024** shall not be entertained.

5.1 SITE VISIT:

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

5.2 SUBMISSION OF THE PROPOSAL:

By submitting this proposal by the authorized signatory of the bidder using digital signature of the authorized signatory, the bidders agree to all the terms and conditions listed in this document and also confirm that they have visited the site (“Facility”) and are satisfied with the conditions of the facilities. No claim on this account will be entertained later. However, the following documents should be mandatorily inked signed by the authorized signatory and uploaded:

- i) Exhibit-2: Format of covering letter
- ii) Exhibit-13: Pre-contract Integrity Pact
- iii) Exhibit-15: Undertaking of no pending case/non-conviction of any Offense.
- iv) Exhibit-16: Proforma for declaration of non-blacklisting
- v) Exhibit-17: Format for authorization of sole proprietorship firm
- vi) Exhibit-18: Proforma for Bid Security declaration.

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

The information is to be submitted by the Bidders in electronic format of their proposals. The Bidder shall submit only one set of the Information for pre-qualification in electronic format.

5.2.2 Commercial/Price/Financial Bid:

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

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

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

5.4 OPENING OF PROPOSALS

The Pre-Qualification (Technical) Bid of the proposal would be opened on the date and time specified at the Central Warehousing Corporation, Regional Office - Lucknow, 'Warehousing Bhawan', Near Roadways Workshop, Vibhuti Khand, Gomti Nagar, Lucknow in the presence of one representative from each Bidder, if deputed. The details regarding the bidder, as provided in the Covering Letter (Exhibit -2) would be read out.

5.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this Request for Proposal or which do not contain the Covering Letter, Letters of Commitment from each of the Member Entities in case of a Bidding Consortium as per the specified formats would be considered non-responsive and would be liable for rejection.
2. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
3. All communications and information should be provided in writing and in English language only.
4. All the communications and information provided should be legible.
5. No change in, or supplementary information to a proposal after its submission shall be accepted. However, CWC reserves the right to seek additional clarification from the Bidders, if necessary, during the course of evaluation of the Proposal. As per clause no 4.2 Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by CWC will be a ground for rejecting the proposal.
6. The proposals shall be evaluated as per the criteria specified in the Request for Proposal. However, within the broad framework of the evaluation parameters as stated in the Request for proposal, CWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
7. **For a Bidding Consortium**, the Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.
8. No entity including its affiliate can propose to be a member of more than one Bidding Consortium for submission of the Proposal for the Project.
9. In case of Registered Partnership Firm, the composition of the partnership firm and name of the partners shall be disclosed.
10. The Bidder should designate one person ("Contact person" and "Authorized Signatory") to represent the Bidder in his dealings with CWC. This designated person should be authorized to perform all tasks including, but not limited to, providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc, whose act/s shall be binding on the bidder.

11. If any claim made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CWC, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be condoned by CWC before evaluation of financial bid at the sole discretion of CWC.
12. The Bidder shall be responsible for all the costs associated with the preparation of the Proposal. CWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
13. The bidder will have to sign a pre-contract integrity pact as per Exhibit-13.
14. Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.

5.6 VALIDITY OF TERMS OF THE PROPOSAL:

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

5.7 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS:

- i) PROCESSING FEE/COST OF TENDER, PAYABLE TO CWC for an amount of **Rs. 35,400/** (Rupees Thirty five thousand four hundred only) including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only.
- ii) PROSECESSING FEE PAYABLE TO M/s ITI for an amount of **Rs. 885/-** (Rupees Eight Hundred and Eighty-Five only) including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only.
- iii) Earnest Money Deposit (EMD): The EMD for an amount of **Rs. 2,04,000/-** (Rupees Two Lakh Four Thousand Only) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only.

In the event of bidder withdrawing his offer before the expiry of the validity period/not taking over the work after acceptance of proposal by the bidder, EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with him or debar the bidder to participate in all future tender enquiries with CWC based on the merit of each case upto a period of five (05) years without prejudice to any other rights and remedies available with CWC under the agreement and law. The decision of Managing Director in this matter shall be final and binding upon the bidder.

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

NOTE: The tenderer participating under the category “MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of Processing fee/COT of Rs. 30,000/- + applicable GST and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.”

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

6. THE PRE-QUALIFICATION PROCESS

6.1 THE OBJECTIVE OF THE PRE-QUALIFICATION PROCESS:

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

6.2 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE-QUALIFICATION:

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

- a) Eligible Firms: Following firms with supporting documents mentioned against each shall be considered for pre-qualification:

Category	Supported Documents
a) Individual	1.PAN
b) Sole Proprietorship Firm	1.PAN
c) Partnership Firm	1.PAN 2.Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar 3.Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm
d) Company registered under Companies Act 2013	1.PAN 2.Memorandum of Association (MoA)/ Articles of Association (AoA) 3.Certificate of Incorporation 4.Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the company 5.Resolution of the Directors of the Company, permitting the company to enter into Agreement utilising warehouse on dedicated basis and rail siding facility on co-user permission basis at central warehouse base depot Anand Nagar, Khandwa, Bhusawal, Madhya Pradesh
e) Limited Liability Partnership (LLP)	1.PAN 2.LLP Agreement 3.Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the LLP.

f) Registered Society/Registered Trust	1.PAN 2.Certificate of Registration 3.Memorandum of Association of Society/ Trust Deed 4.Rules & Regulations of the Society 5.Notarized or registered copy of Power of Attorney in favor of individual to sign on behalf of, and to create liability against the Society/ Trust
g) Consortium/Joint Venture	1.Consortium/Joint Venture Agreement 2.Name and authorization of lead member 3. All relevant documents of Consortium/Joint Venture member's incorporation. (Note: On receipt of LOA, Consortium/Joint Venture shall have to convert into a legal entity i.e., Firm/ Company/ LLP within 60 days of issuance of LOA. Agreement shall be entered with the above legal entity only.)

- b) In case of an individual, single company or partnership firm, minimum average annual handling & transportation or handling experience of **Rs. 5.355 Crore OR 71280 MT OR 3240 TEUs** of rail/road based cargo OR **36 rakes** during the last three financial years (2020-21, 2021-22 and 2022-23)

In case, a number of companies form a consortium for the purpose of Bidding, the total of minimum average annual handling & transportation or handling experience putting together should be **Rs. 5.355 Crore OR 71280 MT OR 3240 TEUs** of rail/road based cargo during the last three financial years (2020-21, 2021-22, 2022-23) out of which the lead member's minimum average annual handling & transportation or handling experience should be minimum of 42768 MT or 1944 TEUs or 22 rakes.

Note: In case of consortium, operational capability of the lead member should be at least 60% of the minimum average annual handling and transportation or handling volume i.e. 42768 MT or 1944 TEUs or 22 rakes.

- c) In case of an individual, single company or partnership firm, the minimum **average annual turnover should be Rs. 30.60 Lakh** during the last three financial years i.e. 2020-21, 2021-22 and 2022-23. If the audited report of

2022-23 is not available, the audited report of 2019-20 will be taken into consideration.

In case a number of companies form a consortium for the purpose of bidding, during the last three financial years (2020-21, 2021-22 & 2022-23), the total of minimum average annual turnover putting together should be Rs. **30.60 Lakhs** out of which the lead member's minimum average annual turnover should be minimum of Rs. **18.36 Lakhs**. If the audited report of 2022-23 is not available, the audited report of 2019-20 will be taken into consideration.

Note: In case of consortium, financial capability of the lead member should be at least 60% of the minimum average annual turnover i.e. Rs. **18.36 Lakhs**.

d) In case of an individual, single company or partnership firm the net worth should be positive as on 31.03.2023. If the audited report of 2022-23 is not available, the net worth as on 31.03.2022 will be taken as per the audited report of 2021-22.

In case a number of companies form a consortium for the purpose of Bidding, each constituent member should have the positive net worth as on 31.03.2023. If the audited report of 2022-23 is not available, the net worth as on 31.03.2022 will be taken as per the audited report of 2021-22.

d) Bid of such bidders who are either in arbitration with CWC or court case or under litigation with CWC, shall be treated as invalid or shall not be considered.

6.3 STEP 1 -INFORMATION FOR PRE-QUALIFICATION:

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

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

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

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

b) Audited Annual Accounts for the past three financial years (2019-20, 2020-21 & 2021-22) for all the bidders/entities who desire to be considered for evaluation of the Proposal for pre-qualification. If the audited annual accounts of 2021-22 are not available, audited annual accounts for 2018-19 will be submitted.

Section 4 Information Requirements for financial capability as per the formats specified in **Exhibit-7**.

Section 5 Information Requirements for operational capability as per the formats specified in **Exhibit-8**.

Section 6 Business Proposal (**Exhibit-9**)

Section 7 a) Registered Partnership deed in case of Partnership Firm

b) Memorandum of Association and Articles of Association in respect of Bidder Company.

c) Memorandum of Association and Articles of Association or copy of registered Partnership Deed, as the case may be, of all member entities of Bidding Consortium.

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

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

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

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

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

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

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

C) SUBMISSION OF PROPOSAL BY A COMPANY

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

D) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A CONSORTIUM

1. The proposal for pre-qualification bid shall contain a copy of the Memorandum of Understanding (MOU) entered into between the Member Entities, as per the principles of MOU specified in **Exhibit-1**.
2. In the absence of such a document, the proposal would be considered and evaluated as one from an individual member entity alone, submitting the proposal.
3. Any change in the composition of the consortium or the proposed role of member entities after submission of the proposal would be recognized and permitted by CWC only if such change is in the opinion and discretion of CWC not prejudicial to the strengths of the consortium as was evaluated earlier.
4. CWC reserves the right to reject any proposal pursuant to a change in the composition of the bidding consortium without giving any reason whatsoever.
5. The Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.

7 ACCRUALS TO CWC

7.1**(A.) ESTIMATED FIXED FEE:**

The Estimated Annual Fixed fee accruing to CWC shall be as under. The bidder is required to quote an amount higher/equal/lower than the estimated fixed fee as stated below:

Estimated Annual Fixed fee = Rs. 30 Lakhs (Rupees Thirty Lakhs Only) per annum)

(B.) ESTIMATED VARIABLE FEE

In addition to Fixed fee, the Variable fee per rake will be accruing on actual rakes handled during the year subject to minimum guaranteed throughput (MGT) per annum as stated below: –

Estimated Minimum Guaranteed throughput (MGT) = 120 Rakes

Note:

- 1) For the purpose of counting of actual number of rakes for throughput.
 - a) The rake entering in as partially loaded/full loaded and going out as empty OR the rake entering in as empty and going out as partially loaded/full loaded OR rake entering in as empty and going out as empty will be counted as one rake and variable fee shall be payable for the same.
 - b) The rake entering in as partially loaded/full loaded and going out as partially loaded/full loaded will be counted as two rakes for the purpose of computation of rakes for throughput and variable fee shall be payable for two rakes for the same.
 - c) Food grains rakes placed to/from CWC Muzaffarnagar-BD shall be excluded for payment towards TAC/SAC to SAMO and shall not form part of MGT.

Estimated Variable fee = Rs. 60,000/- (Rupees Sixty Thousand Only) per rake

The bidder is required to quote an amount higher/equal/lower than the estimated fixed fee, Minimum Variable Fee and MGT

(C.) REVENUE SHARE

The Revenue Share @5% on gross revenue as per the tender terms shall be adjusted/ retained on monthly basis at the end of each month.

It is stated that complete liability (including any statutory compliance/ return filing/interest / penalty) in relation to deduction of any direct taxes on any income accruing to CWC under this entire arrangement shall be of SAMO operator./

(D.) Construction of Covered facility and Mezzanine flooring by the SAMO Bidder: The SAMO For the creation/ construction of any covered area facility will required to pay rental charges @40% of our covered area tariff applicable at that time along with GST towards the developed carpet area. In case the SAMO constructs a mezzanine floor, the SAMO will pay @50% of the tariff along with GST payable for the covered area by the operator.

(E.) TERMINAL CHARGES REFUNDED BY RAILWAY:

Refund of Terminal charges by Railway to CWC: Sharing of Terminal charges refunded by railway will be done between CWC and ABC (SAMO) in the ration of 50:50 basis, if refunded by the railway and if railway does not refund any amount on account of Terminal charges then no revenue will be shared in this regard.

7.2 Escalation of the fixed fee & Variable fee:

Escalation of Fixed Lump-sum Amount and Variable Amount

The above Fixed Lump-sum Amount and Variable Amount shall be subject to annual escalation (per annum) on compoundable basis. The first escalation shall be effective after twelve (12) months from the Date of Commencement of Services at the Facility (as defined in Schedule I of the agreement).

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.

Calculation for arriving at Rate of Escalation

Rate of escalation = $[(60\% \times ((CPI_n - CPI_b) / CPI_b) \times 100) + (40\% \times ((WPI_n - WPI_b) / WPI_b) \times 100)]$

Wherein,

- WPI_n is the Wholesale Price Index (All Commodities) for month of January immediately preceding the date of revision; and
- WPI_b is the Wholesale Price Index (All Commodities) for month January of the Financial Year immediately preceding the start of the Base Year

- CPI_n is the annual average of All India Consumer Price Index for Industrial Workers published by Labour Bureau, Government of India for the month of January immediately preceding the date of revision; and
- CPI_b is the annual average of All India Consumer Price Index for Industrial Workers published by Labour Bureau, Government of India for month January immediately preceding the start of the Base Year.

For the first escalation, year of award of this Contract shall be treated as the base year. For all other escalation. Base year shall be treated as the year of previous escalation.

Example for Calculation of Rate of Escalation

Let us suppose the year of escalation as 2021 therefore 2020 is to be considered as Base Year.

Accordingly following parameters are considered for calculation of the rate of annual escalation.

CPI_n – All India Consumer Price Index for Industrial Workers (Base 2012 =100) for the month of Jan'2021 as 156.3

CPI_b – All India Consumer Price Index for Industrial Workers (Base 2012 =100) for the month of Jan'2020 as 149.1

WPI_n – Wholesale Price Index (All Commodities) (Base 2011-12 =100) for the month of Jan'2021 as 126.5

WPI_b – Wholesale Price Index (All Commodities) (Base 2011-12 =100) for the month of Jan'2020 as 123.4

Percentage of Rate of Escalation = $[60\% * ((156.3-149.1)/149.1) *100] + [40\% * ((126.5-123.4)/ 123.4) *100] = 3.90\%$

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

All direct tax, indirect tax & any other statutory compliance/ return filings/ tax deposits/ tax collection/ interest/ penalty or any other activity with respect to the above or any activity undertaken by SAMO operator under this arrangement shall be complete responsibility of SAMO Operator and CWC shall not be liable / responsible for same.

- 9.** Failure to adhere to the payment schedules shall be termed as breach of the Agreement. In such events the Strategic Alliance Management Operator shall be blacklisted or suspended/banned from participating in all future tender

enquires with CWC based on the merit of each case upto a period of five (05) years without prejudice to any other right and remedy available to CWC under the agreement and law. And Performance BG amount EMD available will be forfeited. All developed facility, at the cost of SAMO, shall be seized for any operation by the SAMO. The decision of Managing Director shall be final and binding on the bidder-

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

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

Any direct/ indirect tax related compliance / return filings/ tax deposits/ tax collection/ interest/ penalty or any other activity in this regard shall be entirely of SAMO operator.

10. (b) PAYMENT RECEIPT AND DISBURSAL:

1. The amount quoted by SAMO shall be excluding the GST or any other Tax in lieu thereof, or cess, levied by the Central/State Govt. from time to time.
2. The Revenue Share on gross revenue as per the tender terms shall be adjusted/ retained on monthly basis at the end of each month.
3. **Balance collection** available, after retaining accruals to CWC, shall be remitted to ABC along with applicable GST.

The said collection shall be remitted on monthly basis within seven (07) working days of submission of bill with complete details by ABC subject to submission of tax invoice as per Rules under GST Law duly certified by Manager, CWC, Bamanheri.

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

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

Note: In the event, the monthly balance collection is less than the amount payable to CWC, bill/invoice for the differential amount will be raised by CWC and ABC shall clear the said invoice within 07(seven) days from raising the invoice.

4. **Reimbursement of various expenses shall be** adjusted from the balance collected by CWC from the operations of the facility. In case of any shortfall, ABC shall pay to CWC within seven (07) days of demand, failing which CWC shall be entitled to enforce the Bank Guarantee furnished by ABC.
5. For any delay in payment from ABC side, the recipient shall be entitled to payment of simple interest @12% (twelve percent) per annum for the delayed period.
6. In case ABC is not able to fulfill its obligation on account of payment of annual fixed fee and variable fee as per the tender terms, CWC shall forfeit the shortfall towards annual payable amount by way of encashment of Performance Bank Guarantee submitted by SAMO. All developed facility, at the cost of SAMO, shall be seized by CWC for any operation by the SAMO.
7. SAMO shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of SAMO or any cess or levy by any authority in connection with its operations. CWC shall deduct / collect any applicable direct tax/ indirect tax/ any other statutory dues before making any remittance to SAMO operator. CWC shall deduct tax at source or any other taxes at applicable rates. However, in respect of any reimbursement of expenses or any payments, directly or indirectly, under this arrangement , made by SAMO to CWC, all direct/ indirect tax related compliance / return filings/ tax deposits/ tax collection/ interest/ penalty or any other activity in this regard shall be sole responsibility of SAMO operator.

EXHIBIT-1

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

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

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the Project.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the CWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CWC without the prior written approval of CWC, which CWC may refuse if in CWC's opinion such withdrawal will be prejudicial to the interest of CWC.
9. Separate identity/name shall be given to the Consortium/Joint Venture.
10. One of the members of the JV/Consortium shall be its Lead Member who shall have highest share of interest among members and should have at least 40% share of interest in the JV. The other members shall have a share of not less than 20% each.
11. On issue of LOA (Letter of Award), the Consortium/Joint Venture entity to whom the work has been awarded, with the same shareholding pattern as

was declared in the MOU Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the CWC before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated.

EXHIBIT-2
FORMAT OF THE COVERING LETTER

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

Date:

Place:

The Regional Manager (Lucknow)
Central Warehousing Corporation
Regional Office – Lucknow
'Warehousing Bhawan', Near Roadways Workshop,
Vibhuti Khand, Gomti Nagar, Lucknow – 226010

Dear Sir,

Sub: Tender for Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated at CWC PFT Bamanheri, Muzaffarnagar.

Please find enclosed one copy of our Proposal in respect of the _____ ("Project"), in response to the Request for proposal ("RFP") document downloaded by us on _____

We hereby confirm the following:

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

3. Our proposal includes Letters of Commitment, consistent with the format as specified in the **Exhibit-3** of RFP, from all the Member Entities. **(Required only in case of a Bidding Consortium)**
4. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. We as the Bidder, designate Mr./Ms. _____ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the Bidder in respect of the Project.
7. Copy of proof of payment towards EMD of Rs. _____/- (Rupees _____ only.) through RTGS is enclosed.
8. An amount of Rs. x,xxx/- (Rupees Only) inclusive of GST has been paid to M/s ITI through e-payment/NEFT and copy of proof of payment towards processing fee is enclosed.

For and on behalf of:

Signature/(s):

Name of the Person/(s):

(Authorized Signatory/Signatories)

Designation/(s):

EXHIBIT-3
FORMAT OF THE LETTER OF COMMITMENT

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

Date:

Place:

The Regional Manager (Lucknow)
Central Warehousing Corporation
Regional Office – Lucknow
'Warehousing Bhawan', Near Roadways Workshop,
Vibhuti Khand, Gomti Nagar, Lucknow – 226010.

Dear Sir,

Sub: Tender for Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development of Domestic Rail Linked Infrastructure situated at CWC, PFT-Bamanheri, Muzaffarnagar.

This has reference to the Proposal being submitted by _____ (name of the Lead Member), in respect of the _____ project, in response to the Request for Proposal ("RFP") document downloaded by us on _____ / issued by the Central Warehousing Corporation on _____.

We hereby confirm the following:

1. We _____ (name of the Member Entity), have examined in detail and have understood and satisfied ourselves regarding the contents including the following:
 - The "Request for Proposal" document issued by CWC
 - All subsequent communications between CWC and the Bidding Consortium represented by _____ (name of the Lead Member);
 - The MOU signed between/among _____ (name(s) of member entities; and
 - The proposal being submitted by _____ (name of the Lead Member).

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

For and on behalf of:

Signature

(Authorized Signatory)

Name of the Person:

Designation:

EXHIBIT-4
DESCRIPTION OF THE BIDDER

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

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

EXHIBIT-5
CONSIDERATION FOR STEP-1 EVALUATION

CONSIDERATION FOR EVALUATION

FOR BIDDER/ BIDDING COMPANY:

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

FOR A BIDDING CONSORTIUM:

- For evaluation under the **Financial Capability** criteria, the details of all the members of the consortium should be provided as per the Exhibit 7 (a) & 7 (b). The lead members must have at least **60% of the total required criteria**.
- For evaluation under the **Operational Capability**, the experience & track record of the Lead Member and the experience & track record of the Affiliates of the Lead Member shall be considered. The lead partner must have at least 60% of minimum experience and minimum turnover as per Exhibit 8.

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

A. Bidder to be considered for Financial Capability:

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

B. Bidder to be considered for Operational Capability:

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

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

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

The Bidder should attach the Audited Annual Reports for the last three financial years (2020-21, 2021-22 & 2022-23) of all the entities which need to be evaluated under Financial Capability in accordance with the information submitted by the Bidder in **Exhibit-6**.

If the audit has not been completed for the year 2022-23 the Audited Annual Report for the year 2019-20 may be submitted.

The Bidder should attach details as tabulated below duly certified from the Statutory Auditors. In case of Bidding Consortium, certificate should be from the Statutory Auditors of the Lead Member.

S. No.	Bidder Type	Proposed Equity Shareholding in Consortium (%)	Turnover (2018-19)	Turnover (2019-20)	Turnover (2020-21)	Turnover (2021-22)	Turnover (2022-23)
1	Single Entity						
2	Consortium Lead Member						
3	Consortium Member						
4	Consortium Member						

Certificate from Statutory Auditor

Name of the audit firm:

Seal of the audit firm:

**(Signature, name and designation
Of the authorized signatory)**

Date:

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

This section specifies information to be provided in respect of the bidder/ bidding company/ member entity/Affiliate as stated by the Bidder in **Exhibit-6** and only such entity would be considered for evaluation of financial capability, as specified in **clause 6.2(c)**. **The Bidder should attach details as tabulated below duly certified from the Statutory Auditors. In case of Bidding Consortium, certificate should be from the Statutory Auditors of the Lead Member.**

S. No.	Bidder Type	Proposed Equity Shareholding in Consortium (%)	Net Worth
1	Single Entity		
2	Consortium Lead Member		
3	Consortium Member		
4	Consortium Member		
5	Consortium Member		

Certificate from Statutory Auditor

Name of the audit firm:

Seal of the audit firm:

**(Signature, name and designation
Of the authorized signatory)**

Date:

EXHIBIT-8
INFORMATION FOR PRE-QUALIFICATION:
OPERATIONAL CAPABILITY

Bidders should note that:

1. The relevant experience of the Bidder as per the specified roles in **Exhibit-6** will be considered. Information of the Bidder is required to be furnished as per the attached Formats 1 and Format 2. The Bidders are also required to provide supporting documentary evidence(s) from concerned agencies in respect of the information contained in Format 1 and Format 2.
2. **Certificates from its statutory auditors specifying the volume requirements specified in Clause 6.2 (a) as per attached Format 3. In case of Bidding Consortium, certificate should be from the Statutory Auditors of the Lead Member along with the details in the format as given below:**

S. No.	Bidder Type	Proposed Equity Shareholding in Consortium (%)	Volume Handled (2018-19)	Volume Handled (2019-20)	Volume Handled (2020-21)	Volume Handled (2021-22)	Volume Handled (2022-23)
1	Single Entity						
2	Consortium Lead Member						
3	Consortium Member						
4	Consortium Member						

**INFORMATION FOR TECHNICAL EVALUATION
OPERATIONAL CAPABILITY-FORMAT 1**

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

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

C	Throughput Information (Imports & Exports)	2018-19	2019-20	2020-21	2021-22	2022-23
1	Cargo Throughput General/ Break bulk / containers able cargo (tonnes p.a.)					
2	Container throughput (p.a.)					

2.1	Loaded TEUs per annum					
3	Special container handling:					
3.1	Reefer TEUs per annum					
3.2	Hazardous cargo containers TEUs (per annum)					
3.3	Liquid cargo containers TEUs p.a.					
3.4	Others (please specify) TEUs (per annum)					
4	Container Stuffing/De-stuffing:					
4.1	Stuffed TEUs (per annum)					
4.2	De-stuffed TEUs (per annum)					
D.	Additional Information	2018-19	2019-20	2020-21	2021-22	2022-23
1	Describe the range, nature and quantum of services offered at the facility in the following:					
1.1	Value added services					
1.2	Container related services					
1.3	Cargo related services					
1.4	Specified cargo services					
2	Details of IT systems at Facility					
2.1	Whether currently supporting EDI function					
2.2	Description of all IT supported operations e.g. inventory tracking					
3	User References detailing					
3.1	Name and contact address of the two largest users of the Facility					
4	Names of key Contractor and scope of facilities/services offered by each					
5	Brief description of security system in place					
6.1	Number of Contract labour					
6.2	Number of permanent labour					
6.3	Number of management cadre employee					

Note: above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in Clause 8.2 of RFP for the bidder to be declared as eligible.

**INFORMATION FOR TECHNICAL EVALUATION
OPERATIONAL CAPABILITY – FORMAT 2**

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

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

Note: Above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in Clause 8.2 of RFP for the bidder to be declared as eligible.

**INFORMATION FOR PRE-QUALIFICATION
OPERATIONAL CAPABILITY – FORMAT 3**

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

Certificate from statutory auditor regarding volume requirements

Based on the authenticated record of the company, this is to certify that
 (*Name of the Applicant/ Consortium Member/ Associate*) has
 handled (MT of cargo and/or TEUs/or rakes) for
 (Name of
 project) from (*date*) to (*date*) as per Clause 6.2 (a)
 of this Tender.

Name of the audit firm:	(Signature, name and designation of the authorized signatory)
Seal of the firm:	
Date:	

EXHIBIT-9
BUSINESS PROPOSAL

1.	<p>Payment Mode and Security</p> <p>One of the key obligations of SAMO in the Strategic Alliance Management Agreement is the timely accrual of adequate revenue to CWC to meet the annual fixed fee and variable fee on minimum guaranteed throughput (MGT). CWC has proposed a mechanism for payment mode as described in clause 10(b). The Bidders are requested to indicate their acceptability to these terms.</p>
2.	<p>Statutory Obligations</p> <p>All operations are required to be bound by the terms and conditions imposed on CWC by various bodies like Warehousing Corporation Act 1962, WDRA, Customs, Railways, Pollution Control Board, Industrial Development Corporations (IDCs) /Urban Development Corporations (UDCs) /Municipalities/Local Bodies etc., Laws of this country etc. The Bidders are required to ensure conformance with these bodies</p>
3.	<p>Maintenance and Repairs</p> <p>Facility is offered on “as is where is” basis only. Proper and periodic maintenance and repairs of the Facility including common user area which will be used by CWC as well as SAMO and area offered for future expansion is one of the key obligations of the Operator. The Bidders are required to undertake periodic maintenance and repairs.</p> <p>The tracks within the premises of facility will be got repaired and maintained as and when required, from Railway and expenses so incurred will be borne by ABC as under:</p>
4.	<p>Capability of the Bidder to Assure Cargo</p>

	<p>The Bidders are requested to provide estimates of cargo traffic of the Bidder/their Associates that would be available for handling at the facility.</p> <p>The source (e.g. manufacturer, etc.), nature of cargo and the quantum (in terms of TEU/tonnage throughput per annum) of their own/affiliates/ third party cargo that is available in the region with them.</p> <p>The quantum of such traffic that will be available for the business activity proposed at the Facility</p>
<p>5.</p>	<p>Conflict of Interest</p> <p>The existing business operations of the Bidder should not be in conflict with the requirement of CWC to ensure maximum utilization of the Facility and maximum commercial benefits. It is also made clear that the facility shall not be used other than for handling & transportation or handling of their own/affiliates/ third party cargo except for third party cargo through PFT operations and also cannot be used for any purpose(s) which is (are) in conflict with the interest of the Corporation.</p> <p>In the event the Bidder falls under any of the following categories, the Bidder is required to indicate his plans to ensure that the interest of CWC are not compromised by the Bidder's business operations in the Facility/Bidders other business interests.</p> <ul style="list-style-type: none"> • Where the Bidder is also a proposed user of the Facility; <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Where the Bidder runs a parallel facility/offers similar services in the region;

EXHIBIT – 10
FORMAT FOR COMMERCIAL/PRICE/FINANCIAL BID

Tender for Strategic Alliance Management Operator (SAMO) for Operation, Maintenance & further development of “facility” at Domestic Rail Linked Infrastructure situated at CWC PFT-Bamanheri (BD), Muzaffarnagar.

A	Fixed fee per annum	Rs. (In Figure) _____ _____ _____ Rs. (In words) _____ _____ _____
B	Variable fee (per rake)	Rs. (In Figure) _____ Rs. (In words) _____ _____
C	Minimum Guaranteed Throughput/Committed Throughput	Number of Rakes : In figure _____ _____ In words _____ _____

NOTE:

- i) Estimated Fixed fee is Rs. 30.00 Lakhs per annum.
- ii) Estimated variable fee is Rs. 60,000/- (sixty thousand) per rake.
- iii) Estimated Minimum Guaranteed throughput (MGT) is 120 rakes per annum.
- iv) The bidder may quote any value above/equal/below the estimated value of Fixed fee, variable fee per rake and Minimum Guaranteed Throughput.
- v) The Annual Fixed fee and Variable fee, fixed fee of vacant land are exclusive of GST or any other applicable tax/cess.
- vi) After issue of Letter of Award (LOA) by CWC, operator shall pay the fixed fee and variable fee as per the payment terms.
- vii) The quoted fixed fee and Variable fee shall be subject to yearly escalation per annum. Such an escalation shall be on compoundable basis. First escalation shall be effective after 12(twelve) months from the date of commencement of the operations in the facility by the bidder.
- viii) In addition to Fixed Fee and Variable Fee as stated above, **revenue share @5%** of the gross revenue generated through operations from the facility is also payable by the bidder to CWC.
- ix) If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.

- x) It is stated that complete liability (including any statutory compliance/ return filing/interest / penalty) in relation to deduction/ collection of any direct taxes on any income accruing to CWC under this entire arrangement shall be of SAMO operator. Also, all payments made by CWC shall be subject to TDS.

EXHIBIT - 11
STRATEGIC ALLIANCE MANAGEMENT AGREEMENT

This Strategic Alliance Management Agreement (herein after referred as **'the Agreement'**) is made at Lucknow on this..... day of 2020.... by and between:

CENTRAL WAREHOUSING CORPORATION, a Government of India Undertaking and a Corporation established under the Warehousing Corporations Act, 1962 having its Corporate Office at Warehousing Bhawan, 4/1 Siri Institutional Area, August Kranti Marg, New Delhi - 110016(hereinafter referred to as **"CWC"**, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

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

OR

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

OR

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

OR

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

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

OR

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

WHEREAS

- A. CWC, is a premier Warehousing Agency in India providing warehousing and logistic support services to diverse group of users of such services. CWC has also diversified its activities to the construction, operation and management of Private Freight Terminals (PFTs), Inland Clearance Depots (ICDs) and Private Freight Terminal(PFT) at different places in India.
- B. CWC has been interested in entering into a Strategic Alliance Management Agreement with qualified and experienced entities or consortium for Operation, Maintenance & further development of “facility” at Domestic Rail Linked Infrastructure at CW-Muzaffarnagar BD.
- C. CWC has issued a tender for the above purpose and invited the interested parties to bid for the participation with CWC as a Strategic Alliance Management Operator for the above “facility” on the terms and conditions contained in the RFP document;

- D. In response to the above invitation of CWC ABC has submitted its proposal for the domestic rail linked infrastructure at (name of the place);
- E. The proposal of ABC has been accepted by CWC or The proposal of the Bidding Consortium consisting of the Member Entities mentioned above collectively referred to as ABC has been accepted by CWC Or The proposal of the Bidding Consortium consisting of the Member Entities has been accepted by CWC and the Member Entities have formed ABC as the special purpose vehicle to implement the work under the agreement;
- F. As per the tender terms and conditions ABC and the Member Entities are required to sign the Agreement with CWC on the terms and conditions contained in the tender documents and those contained herein, a draft of the Agreement having been circulated along with the tender documents.

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

ARTICLE – 1: DEFINITIONS

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

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

- (iv.) **Applicable Permits** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws by the ABC and CWC for the PFT during the subsistence of this Agreement.
- (v.) **Container** means ISO containers used in Domestic/International trade for export/import cargo, which could be 20', 30', 35', 40' and 45' containers viz. Flat rake, Open top, Over Dimensional Cargo containers (high dome or such other size). This shall include dwarf and Reefer Container also. However, any container above 20' will be treated as 40' container only irrespective of its size being 30', 35', 40', 45' etc. and charged for two containers and considered as a FEU (2 TEUs).
- (vi.) Facility means the area as demarcated / shown in the map at Annexure-I which shall be under the domain of Strategic Alliance Management Operator (SAMO). Facility area to be offered to SAMO is about **31199.1 square meter** which has been developed, as part of CWC Domestic Rail Linked infrastructure, being called as PFT-Bamanheri, Muzaffarnagar BD, Rampur PO, Muzaffarnagar , Uttar Pradesh-251002, including the assets installed thereon as described in Volume-II (Project Information) (Map of the facility offered is enclosed as Annexure-I). ***Railway Track No.1 shall be under the domain of SAMO which will be used by operator/SAMO. The offered facility includes the common user area of 3792.24 SQM, and Track No.2.*** This common user area and Track No.2 will be under the domain of ABC, but CWC may also utilize this area and Track No.2 as and when required without paying any charges. This area is demarcated in Yellow colour in Annexure-I. Repair and maintenance of this area and Track No.2 will be the responsibility of ABC on its own cost.
- (vii.) **Good Industry Practice** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the similar type of undertaking as envisaged under this Agreement.
- (viii.) **Government Agency** means the Government of India, any State Government or any Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or other judicial or administrative body, Central, State, or local body, having jurisdiction over the ABC, the Licensed Premise, the Project or any portion thereof.
- (ix.) **Lead Member** means the (Name of the member of the consortium designated as the lead member).

- (x.) **Parties** means the parties to this Agreement (CWC, Bidding Consortium with all Member Entities and ABC) and Party shall mean any of the Parties to this Agreement individually.
- (xi.) **Premises or Project** means to independently operate, maintain, manage & further develop the existing “Facility” by the Strategic Alliance Management Operator of CWC as per the conditions of this Document and as per the terms of the Strategic Alliance Management Operator agreement to be entered into with CWC in accordance with Exhibit-11.
- (xii.) **Strategic Alliance Management Operator** means the selected Bidder with whom CWC will finalize the Strategic Alliance Management Agreement and the term ‘Operator’ also means the Strategic Alliance Management Operator.
- (xiii.) **PFT (Private Freight Terminal)** means the area offered by CWC to the party i.e. SAMO to operate the PFT operations and if SAMO notifies the whole or part of the area into ICD (Inland Container Depot), the same will be the part of the PFT premise.
- (xiv.) **Gross Revenue** means the aggregate of all revenues from the operation or maintenance of the PFT Bamanheri charged by SAMO Operator to the users, whether or not such revenues are actually realized from the users and shall include:
- a) Terminal access charge for rakes, wagons, trucks, containers, cargo or by any other name whatever name it is called.
 - b) All the revenue earned from handling and movement of containers including ICD/PFT operations, inter ICD/PFT transfers and transshipment;
 - c) All the revenue earned from handling of any cargo other than container.
 - d) Shifting of containers from one yard to another within the ICD/PFT for customs inspection or any other purpose and subsequent loading for delivery including ICD/PFT operations;
 - e) Additional charges per day for electricity consumption and monitoring reefer containers;
 - f) Additional service charges for stacking containers for custom examination or for any other purpose by prior arrangement.
 - g) Income from dwell time/storage charges from cargo/container.
 - h) Storage charges on uncleared cargo;
 - i) Surplus, if any from sale of unclaimed/longstanding/time barred goods after deducting all the costs, expenses, taxes, duties and other payables with regards to the unclaimed goods;
 - j) Charges for miscellaneous services rendered to customers viz. third party logistics, repair, cleaning, office space and renting etc;

- k) Any adjustments for the Gross Revenue from the operations for the previous month;
- l) All other charges not specified above, if any, for handling containers/cargo within/from the PFT.
- m) Any income earned by ABC from the activities carried out in the area de-notified at the request of ABC and any facility created by ABC within the premises of CWC.
- n) Expenditure, of whatsoever nature, incurred by ABC shall not be appropriated/deducted from the gross revenue, while calculating the total revenue; and
- o) Any other income earned by ABC not specified above and directly attributable to the projects.

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

- a) Income from investment of surplus funds in bank deposits or deposits with financial institutions etc.
- b) Income from any other investments not directly related to the Project.

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

ARTICLE - 2: SCOPE OF THE AGREEMENT

Subject to the terms and conditions contained in the Agreement including the due and faithful payment/accrual of amounts to CWC as provided in the Agreement and subject to all Applicable Laws and Applicable permissions, CWC hereby appoints ABC as SAMO at ***existing Rail Infrastructure Warehousing structure at CWC-PFT, Bamanheri, PO Rampur, Muzaffarnagar-251001 excluding the facility which is under the domain of CWC within the complex which shall*** function under the overall supervision and monitoring of CWC. CWC is in process of laying an additional railway line for handling of dirty cargo at PFT which shall form a part of the facility offered to prospective bidder. However it shall in no way enable bidder to claim any compensation till completion of addition of railway line to PFT Bamanheri. Third line proposal has been processed only till date and only on completion of the work of laying down this 3rd line track the same will be handed over to the ABC.

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

- (i) To further develop, design, engineer, finance, procure, construct, operate & maintain further infrastructure for handling/transportation & operation of its own/affiliates/ third party cargo from and to the “facility”.
- (ii) To operate, maintain and independently manage the existing “Facility” & further facilities so developed as a Strategic Alliance Management Operator to CWC.
- (iii) Operation and maintenance including repair of a yard, rail tracks under its domain, common user area & Electronic In-motion Weigh-bridge (EIMWB);
- (iv) survey and inspection of containers/railway wagons;
- (v) repair yard for equipment and other related equipment;
- (vi) Repair and maintenance of all movable and immovable assets including building, electrical fixtures, etc falls within the domain of ABC including common area as shown in the layout.
- (vii) Any other related activities which are normally conducted at any PFT/ICD except fumigation of Container/Cargo and auction of uncleared cargo which shall be carried out by CWC. The sale proceeds from uncleared cargo to custodian account will be shared on 50:50 basis with SAMO, whereas the fumigation charges shall accrue to CWC account only. However, sharing of auction sale proceeds i.r.o. uncleared/unclaimed cargo delivered after the exit of SAMO will be dealt as per para 21.1 of the Article 21- Special Terms & Conditions.
- (viii) Any other related activities which are normally conducted at any Railway siding / PFT Terminal.
- (ix) It is stated that complete liability (including any statutory compliance/ return filing/interest / penalty) in relation to deduction of any direct taxes on any income accruing to CWC under this entire arrangement shall be of SAMO operator.

2.2.1 PFT Operations

PFT siding is notified in the name of CWC. ABC may undertake PFT operations at the facility and offer handling, storage and ancillaries services for third party cargo for movement to & fro through PFT operations. ABC shall abide with all the laws & rules applicable for PFT operations.

Tariff for such services offered (including siding access charges, handling, storage, etc.) to ABC's affiliates/self/third party shall be decided by ABC and published by CWC. However, billing for such services offered to ABC's affiliates/self/third party shall be done by CWC.

The Revenue Share @5% on gross revenue as per the tender terms shall be adjusted/ retained on monthly basis at the end of each month.

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

2.3 In case Strategic Alliance Management Operator requests for additional construction/modification including laying down another rail track, it will be done at its own cost with prior permission of Corporation. For this purpose, the Operator will intimate the Corporation and submit drawing/design to Corporation for its onward submission and approval from concerned authorities, like, Railways, Municipal Corporation, etc. However, any delay in getting the required permission from the Indian Railways or any other concerned authorities, shall not entitle the SAMO to claim any compensation/damages against the Corporation. This infrastructure developed/modified by the Operator shall be transferred to Corporation after completion/termination of agreement on "as is where is" basis (applicable to only permanent concrete structure and railway track).

ABC as per provisions of this document may undertake development of infrastructure i.e. demolition of existing structures completely or partially, in order to fulfill modern warehousing requirements/customer demands or creation of new facility like cold storages or temperature controlled warehouse either by demolishing exiting structures to re-arrange/reconstruct the same for optimum utilization of the space as per its OM&D plan.

- i. ABC shall not be charged any written down value of the present assets, if the present structure/capacity is demolished & re-created with same capacity in form of covered capacity (to be re-created as either in form of warehouse / cold / temp. controlled storages or mix).*
- ii. But If complete structures/partial structure are demolished and further facilities/structures of same capacity are not created at the facility which are essential for functioning of a centre (equal to the capacity demolished in form of either warehouse/cold/temp. controlled storages or mix), then written down value as per books of account of CWC shall have to be paid by ABC immediately after completion of initial two years of demolition date.*
- iii. Whereas, when ABC decides to exit and warehousing infrastructure as mentioned herein (equal to the capacity demolished in form of either warehouse / cold / temp. controlled storages or mix) is not re-created then the written down value as per books of account of CWC plus cost as decided by CWC which will involve recreation of infrastructure and cost of opportunity lost (@ highest slab of storage charges for Covered Godown/sheds) till the time warehousing infrastructure is ready for use at the facility shall be recovered from ABC.*

- iv. WDV shall not be payable by ABC in case of modification of existing facility to meet the need of modern warehousing requirements/customer demands, without demolition of the existing/original structures.*
- v. ABC shall handover the facility to CWC at the end of contract period or at the time of exit from the contract, in usable condition, failing which repairing cost as decided by CWC, shall be payable by ABC to CWC*

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

2.5 The parties hereto confirm that: –

- (a) The legal and judicial possession of the said land has remained and shall remain with CWC.
- (b) CWC is the owner of the said land and CWC has not, by virtue of its actions or agreements diluted its interest or possession in the said land.
- (c) As of now, CWC does not has any plan to get the PFT, partly or fully customs notified). However, if ABC intends to get the PFT Customs Notified (partial or full facility) as Inland Container Depot (ICD), in that situation, the CWC shall be the Custodian of the Customs Notified Area. ABC may carry its EXIM operations, if required from the facility as per the provision of Customs Act and HCCAR (Handling of Cargo in Customs Areas Regulations), 2009. Billing to the parties/customers/third parties towards the operations will be done in the name of CWC. In such case, the Cost Recovery Charges and any other charges/fee charged by Customs will be borne by ABC. If requested by the ABC, the same may be get de-notified by CWC. However, any delay in getting the Customs notification/de-notification from the Customs, shall not entitle the SAMO to claim any compensation/damages against the Corporation.
- (d) At all given times, CWC shall maintain essential staff at facility to supervise and monitor the operations undertaken at Facility.
- (e) *ABC shall arrange for necessary permissions for laying of new track, if required/ realignment of existing track/ construction of warehouses or other structures as required from Railways and other authorities concerned. ABC shall pursue concerned authorities for receiving such approvals in the name of CWC for expediting project; cost of the same shall be borne by ABC. CWC shall facilitate in the process of obtaining such approvals. However, any delay in*

getting such approval, shall not entitle the SAMO to claim any compensation/damages against the Corporation.

- (f) ABC shall ensure adequate arrangement for sanitary facilities, water supply, canteen and other allied facilities, for the Railway officials working in the area.
- (g) ABC shall arrange round the clock adequate security of the Facility.
- (h) CWC shall pay the cost of Railway officials posted at the facility and other expenses as may be demanded by the Railways in respect of Railway staff/land license fees at the Facility from time to time. ABC shall reimburse the same to CWC.
- (i) The track within the premises of facility will be got repaired and maintained as and when required, from Railway and expenses so incurred will be borne by ABC.
- (j) ABC shall arrange adequate insurance of all goods which are held inside the Facility, against risk of fire, flood, riots and strike, malicious damage, theft, burglary, public liability and other such risks as may be guided by the requirement of the regulations in this regard. In case ABC intends to get notified the partial or full facility into Inland Container Depot (ICD), CWC shall arrange adequate insurance of all goods including custom duties which are held inside the ICD, against risk of fire, flood, riots and strike, malicious damage, theft, burglary, public liability and other such risks as may be guided by the requirement of the regulations in this regard in consultation with ABC. ABC shall arrange a transit insurance i.r.o. cargo/container/stocks transported by it between port to ICD & vice versa to protect the interest of users, Corporation and customs duty. In the event of any dispute going to court/tribunal/arbitration relating to insurance claim of stock/transit claim during transportation of cargo/container/stocks and claims of any other nature on account of handling within the premises, all expenses including legal fee etc. will be borne by ABC.
- (k) CWC shall carry out fumigation of container/ cargo inside the PFT and ICD as per the tariff and retain the amount so realized from users. This amount will not be shared with ABC.
- (l) ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments made by CWC to Railways in respect of the operations being carried out by ABC or its representatives or agents.

- (m) The Facility as described in this agreement belongs to CWC. CWC is not leasing out the facility to ABC. However, CWC has allowed access to ABC only for the purpose of this agreement without transferring any right there under.
- (n) For water charges and electricity/ power consumption charges, separate sub-meters shall be installed and SAMO will make payment of electricity / water charges as per actual unit consumed at the highest slab rate of the utility bills. Further any additional installation etc., if any required, for the above purposes, all expenditure on this account shall be borne by SAMO including the charges, if any, to be incurred for increase in the load or *shifting of present electrical installations or installation of additional equipments.*

Or

The SAMO can take separate water and electricity connection in the name of CWC, for which CWC will assist them. All expenditure on this account will be borne by SAMO. SAMO will regularly make payments for electricity & water charges and share a copy of receipt of payment with CWC on monthly basis.

- (o) CWC shall pay taxes to Municipality (Property taxes)/Gram Panchayat / non-agricultural assessment tax/service charges/GST/any other taxes, as demanded by the concerned authorities from time to time and ABC shall reimburse the proportionate charges along with GST for the area under its domain.
- (p) ABC shall comply with all applicable laws; rules regulations & policies concerning its operations at the facility and shall indemnify CWC at all times. ABC shall also comply all the rules regulation & policies of Railway related to PFT operations at the facility and shall indemnify CWC at all times.
- (q) Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.
- (r) CWC will avail benefit available under the Service Exports from India Scheme (SEIS) under the Foreign Trade Policy, exclusively. ABC shall submit disclaimer certificate in this regards along with all requisite documents/details to CWC, as and when required.
- (s) In the event of introduction of any new scheme/policy resulting into additional benefit or income from the operations performed within the facility, such benefits will be shared in the ratio of 50:50 between CWC and ABC.

2.6 Both the parties agree that expenses and charges specified in **clause (h), (i), (j) (n) & (o), of Article 2.6 above and Article 5.7 paid by CWC shall be reimbursable by ABC as specified therein.** Such amount shall be adjusted from the balance collected by CWC from the operations of the facility. In case of any shortfall, ABC shall pay to CWC within seven (07) days of demand, failing which CWC shall be entitled to enforce the Bank Guarantee furnished by ABC.

2.7 SAMO OPERATOR'S EQUIPMENT:

- a. The SAMO Operator warrants that the SAMO Operator's Equipment shall be adequate to conduct the Services, shall be new or as new, of good quality and workmanship and shall comply in all respects with the specification under this Contract or as may be inferred from this Contract or as may be required as per Good Industry Practice.
- b. CWC shall be entitled, at any time, to inspect all or any part of the SAMO Operator's Equipment. If any part of the SAMO Operator's Equipment does not, at any time, meet the requirements of the Contract, then the SAMO Operator shall upon notice from CWC promptly replace or repair such part of the SAMO Operator's Equipment to ensure compliance with the Contract.
- c. The SAMO Operator warrants good title to all SAMO Operator's Equipment.
- d. The SAMO Operator warrants that the SAMO Operator's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in respect of the Services to be rendered under this Contract.
- e. Any inspection of any item of SAMO Operator's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to CWC (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of the SAMO Operator.
- f. The SAMO Operator undertakes to comply with all statutory requirement(s)/ obligation(s) as may be applicable from time to time in respect of its Equipment(s). In case of non-compliance of such statutory requirement(s)/ obligation(s), the SAMO Operator shall be responsible for the same and shall be liable to CWC in case, CWC is vicariously held liable, in this regard by any Government Authority or the State Government/ Local Authority.
- g. The SAMO Operator shall be entitled to establish such further and additional equipment(s) and infrastructure at the place of operation as the SAMO Operator may from time to time decide as necessary or useful for carrying on the Services under this Contract, provided that:

- a) all such things are undertaken in accordance with the Applicable Laws;
- b) the SAMO Operator shall not claim any compensation or contribution from CWC including, any adjustment or reduction in the consideration receivable by CWC under this Contract;
- c) 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 nature, at the time of such determination/ termination/ expiry.
- d) All costs, charges and expenses in regard to any work to be undertaken at the facilities, including, establishment/installation of new equipment(s), infrastructure, its further development and/or improvement, its day to-day management shall be borne by the SAMO Operator without any liability of CWC.

2.8 SAMO OPERATOR'S PERSONNEL:

- a. The SAMO Operator shall, at its expense, provide and keep available for the Services, the SAMO Operator's Personnel.
- b. The SAMO Operator shall ensure that the SAMO Operator's Personnel shall be sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract, and will be suitably qualified and medically fit and certified, if necessary, to perform the Services required under the Contract.
- c. The SAMO Operator shall be responsible to obtain the necessary clearances and fulfil the requirements of all the Central and State Labour Laws as applicable from time to time. The SAMO Operator shall ensure due payment of minimum wages to the workers engaged and also ensure the safety of the workers as required under the Applicable Laws. The SAMO Operator shall ensure that necessary records and registers are maintained and the returns filed as required under the applicable Labour Laws. Notwithstanding the above all persons engaged to undertake services shall be the employees of the SAMO Operator and they shall not have any claim against CWC during the currency of contract or even after expiry of the contract period.
- d. The SAMO Operator shall be responsible for the good conduct of its employee(s), representative(s) sub-contractor(s) or sub-contractor's employee(s) and shall compensate CWC for losses arising from neglect,

carelessness, want of skill or misconduct of itself, its servant(s), agent(s) or representative(s).

- e. The SAMO Operator shall, at all times, be responsible for the conduct of the SAMO Operator's Personnel and shall ensure that they comply with all Applicable Laws and honour and observe Indian standards of morality and behavior.
- f. The SAMO Operator shall adhere to, and ensure that its sub-contractors adhere to, all labour laws, regulations, standards and practices applicable in respect of the Facility.

g. Drugs and Alcohol

Neither the SAMO Operator nor any of the SAMO Operator's Personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Facility or permit the same to be done by any person. Alcohol shall not be permitted at the Facility save in a form generally used in medicine and forming a bona fide constituent of a medical kit. CWC's Representative or the Regional Manager reserves the right to search the property and person of any member of the SAMO Operator's Personnel. CWC's Representative and/or the Regional Manager may at his absolute discretion prohibit any member of the SAMO Operator's Personnel to go on to the Facility or other facility in the control of CWC, or may require such person to leave the Facility where he has reasonable grounds to suspect non-compliance.

- h. CWC may, at any time after the commencement of the Services and at its sole discretion, direct the SAMO Operator in writing to remove any member of the SAMO Operator's Personnel from the Facility for any of the reasons stated in (i) to (iii), above. The SAMO Operator shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person. The SAMO Operator shall bear the costs of any such removal and replacement.

ARTICLE – 3: PERIOD OF THIS AGREEMENT

- 3.1 The Period of this Agreement is for 15 (Fifteen) Years from the date of commencement of work or 30(thirty) days from the date of issuance of Letter of Award (LOA) as stipulated in Article 4.1. The Annual Fixed fee as well as variable Fee as quoted by the bidder shall be subject to yearly escalation as per method described in clause 7.2. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from the date of issue of LOA (letter of award) to the operator by CWC.

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

- 4.1 CWC shall allow the ABC and its authorized representative access to enter upon **offered facility** at Domestic Rail Infrastructure situated inside **CWC-Muzaffarnagar BD, Bamanheri, PO Rampur, Muzaffarnagar-251001** to further develop, operate, equip and maintain the “facility” of Domestic Rail Infrastructure situated inside CWC CW-Muzaffarnagar BD independently along with constructions of other required facilities.

Operator shall commence operations within 30(thirty) days from the date of issuance of LoA (letter of award) by CWC. Operator shall pay the payable amount from the date of commencement of operation at facility or 30(thirty) days from the date of issuance of LoA, whichever is earlier.

In case, operator is unable to commence the operations within 30(thirty) days from the issuance of LoA, extension of 30(thirty) days may be provided at the discretion of CWC. No further extension shall be provided under any circumstances and this will be treated as breach of the contract. Accordingly BG (Bank Guarantee) available shall be forfeited and LoA (letter of award)/agreement shall be treated as terminated.

Operator shall ensure to take-over the facility from CWC on “as is where is basis” before commencement of operations. Such handing over taking over process shall be executed by a committee comprising of CWC, Regional Manager, Lucknow, Warehouse Manager, CWC, PFT-Bamanheri, Muzaffarnagar, UP and official from CWC, Engineering Division.

No claim/ damages shall lie against the Corporation in the eventuality of termination/ suspension of Operations at the facility by Indian Railways. **CWC will continue to carry its functions/operations from the facility till the formal commencement of the work by SAMO takes place.**

- 4.2 The parties agree that the existing facilities on the land constructed by CWC have been paid for by CWC and shall always be the property of CWC. Similarly, the rights, title and interest which CWC has secured over the land and facilities therein including all assets of whatever description installed therein shall always remain with CWC and ABC or the Member Entities of Bidding Consortium shall not claim any rights over the same.
- 4.3 ABC has duly verified the existing facilities and assets already Constructed/installed. ABC shall not raise any issue on the above against CWC at any time.
- 4.4 ABC on being satisfied about the right/entitlement of CWC to float this tender and execute this agreement is making the bid and shall not claim any damages/compensation from CWC if local authorities/Railway takes any

action in respect of ownership of land to CWC on account of this agreement or for any other reason.

- 4.5 ABC acknowledge and accept that the ABC is entitled to use the existing facilities as defined against “Facility” in this document already constructed by or on behalf of CWC on “**as is where is**” basis after full due diligence in respect of the said facilities, design and specification thereof and the suitability and adequacy of the said facilities for carrying on the activities and/or for effective use of the facilities for the Rail siding/PFT Terminal activities.

ARTICLE – 5: RIGHTS & OBLIGATIONS OF ABC

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

- 5.4 ABC shall be responsible to obtain the necessary clearances and fulfill the requirements of all the Central and State Labour Laws as applicable from time to time. ABC shall ensure due payment of minimum wages to the workers engaged and also ensure the safety of the workers as required under the applicable laws. ABC shall ensure that necessary records and registers are maintained and the returns filed as required under the applicable Labour Laws. Notwithstanding the above all persons engaged to undertake services shall be the employees of ABC and they shall not have any claim against the CWC.
- 5.5 ABC shall be responsible and liable for all dealing with third parties including the settlement of all claims of users of the facilities or otherwise arising out of the operations at the premises.
- 5.6 CWC will be responsible for any claims raised by the Railways or any other Govt. agency related to the functioning of siding as a Railway siding /PFT owner owing to any lapse on its part or on the part of its employees.
- ABC shall be responsible to reimburse such claims on actual basis to CWC, if such claims pertain to the facility under ABC's control within 07 (seven) days from the date of claim made by CWC failing which the same shall be adjusted out of payable amount of ABC.
- 5.7 CWC will pay for the canteen & sanitary facilities for the Railway Officials. It shall be the responsibility of the ABC to reimburse the same at actual on the basis of number of rakes handled during the month by the SAMO on tracks under its domain, in 07 (seven) days from the date of claim made by CWC failing which the same shall be adjusted through BG of ABC.
- 5.8 ABC shall pay stabling charges of rake/wagon beyond 8 hours if stabled on the present domestic lines at par with the railway tariff in vogue and as revised from time to time. The counting of hours and day will be as per the provisions given in the railway circular in this regard.
- 5.9 ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments, made to any person, its representatives or agents. However, without affecting indemnity claim to CWC, ABC shall have a right to defend / pursue the same before appropriate forum / authorities at its own cost.
- 5.10 ABC shall arrange/maintain at its cost, web-based interactive connectivity, FOIS (Freight Operating Information System), TMS (Terminal Management System) with all stakeholders, Railways, banks, etc. as per good industry practice.
- 5.11 ABC shall maintain (including calibration & stamping as per Railway's guidelines) the Electronic In-motion Weigh Bridge installed by CWC at

present, on the Railway land/track and shall replace the same with the new one, once the existing equipment's shelf life is over. The same practice shall continue during the entire period of agreement.

5.12 An additional capacity/area of 28312 SQM is demarcated in Magenta colour in Annexure-I. This capacity is available for future expansion. ABC if required may sought permission to utilize the said capacity from CWC. For the same, ABC shall submit a business proposal along with details of operations proposed and details of proposed investment. ABC shall pay for the creation/construction and utilization of open, covered and mezzanine area in this additional capacity. The terms and conditions of offering the additional area will be decided by CWC upon receipt of such proposal. Any permission/statutory requirement subject to additional construction/development in this additional capacity/area shall be the responsibility of ABC.

For creation/construction of any covered area facility- operator will pay @40% of our covered area tariff applicable at that time along with GST towards developed carpet area.

In case operator constructs mezzanine floor, the operator will pay @50% of the tariff along with GST payable for covered area by the operator.

ARTICLE-6: CONSIDERATION

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

- a) A Fixed Lump-sum Amount of **Rs. XXX** Crore (as quoted by ABC) for Private Freight Terminal (PFT)-**Bamanheri**, at Bamanheri, Muzaffarnagar, UP-251001.
- b) In addition to the Fixed fee, a Variable fee equivalent to **Rs.** per rake (as quoted by ABC) is payable for actual number of railway rakes at Private Freight Terminal (PFT)-**Bamanheri** at Bamanheri, Muzaffarnagar, UP-251001 or **MGT/Committed of—— rakes** as stated in clause No.7.1 (B) of RFP whichever is higher at the facility, throughout the period of the agreement from the date of letter of award (LOA). CWC will adjust/retain the amount against variable fee as per calculation method given in Annexure-II.

Note:

- 1) For the purpose of counting of actual number of rakes for throughput.
 - i) The rake entering in as partially loaded/full loaded and going out as

- empty OR the rake entering in as empty and going out as partially loaded/full loaded OR rake entering in as empty and going out as empty will be counted as one rake and variable fee shall be payable for the same.
- ii) The rake entering in as partially loaded/full loaded and going out as partially loaded/full loaded will be counted as two rakes for the purpose of computation of rakes for throughput and variable fee shall be payable for two rakes for the same.
- iii) Food grains rakes placed to/from CWC Muzaffarnagar-BD shall be excluded for payment towards TAC/SAC to SAMO and shall not form part of MGT.
- c) In addition to Fixed Fee and Variable Fee as stated above, revenue share @5% of the gross revenue generated through operations from the facility is also payable by ABC to CWC.
- d) The Fixed fee and the Variable fee, as mentioned in Article 6.1 (a) & (b) above shall be subject to escalation method described in clause 7.2 on compoundable basis. The first escalation shall be effective after 12 (twelve) months from the date of LOA (letter of award).
- e) In addition to the Amount mentioned in Articles 6.1 (a), (b) & (c) above it shall be the obligation of ABC to pay and discharge all outgoings of any nature whatsoever concerning the premises and the facilities and the activities undertaken including but not limited to operational expenses, license charges, taxes, duties, cess, charges and other statutory levies, Central, State, Municipal or local, water charges, electricity/power consumption charges (as per their usage in operational area).

The only exception to the above shall be the tax on income of CWC under the Income Tax Act, 1961. The expenses or charges paid by CWC specified in Clause (h), (i), (j), (n) & (o) of Article 2.6 shall be reimbursed by ABC to CWC within 7 days of submission of bills by CWC. However, in para 2.6 (o) of Article - 2: SCOPE OF THE AGREEMENT, it is stated that SAMO operator is liable to reimburse CWC for any taxes (direct/indirect) for proportion area under its domain.

The parties acknowledge and accept that the intention of the agreement is that the consideration amount payable to CWC under Article 6.1 (a), (b) and (c) should be calculated in a manner that CWC shall have the net revenue from the agreement after deduction of all such outgoings equivalent to the aggregate of those under Article 6.1 (a), (b) and (c). Accordingly the parties agree that in the event any such outgoing is assessed as the liability of CWC by any authority the amount payable to CWC under Article 6.1 (a), (b) and (c) shall be appropriately grossed up to ensure that CWC recovers the amount mentioned in Article 6.1

(a) , (b) and (c) net of all such outgoings.

f) Payments, Receipts and Disbursal:

1. All Payments/Charges, including the GST shall be collected/received from the Users by the Corporation and deposited in CWC's Bank Account.

CWC will not be responsible for any compliance / liability arising out of non-deduction / deposit of TDS by the users/ SAMO operator with respect to Payments/Charges collected/received from the Users/ SAMO operator by the Corporation and deposited in CWC's Bank Account.

2. The amount payable to CWC under Article 6.1 (a), (b) and (c) above shall be adjusted/retained on monthly pro-rata basis at the end of each month, from out of the collections referred to in Article 6.1(f).1 above, by CWC excluding the GST.

CWC shall monitor the Variable fee on pro-rata basis of MGT vis-à-vis- Actual, on monthly basis as per the respective agreement and the differential amount against excess or shortfall, if any, will be adjusted from payable amount in ensuing month. At the end of the said Financial Year, final monitoring will be done by CWC and SAMO will be liable to pay differential towards shortfall, if any, within stipulated time or the subject differential amount will be adjusted by CWC from the amount available with CWC.

In addition to Fixed Fee and Variable Fee as stated above, percentage of Revenue Share @ 5% of the Total Turnover generated through operations from the facility is also payable by ABC to CWC.

3. **Balance collection** available, after retaining amount payable to CWC under Article 6.1 (a), (b) and (c) above and fumigation charges in accordance with Article 2.6(k) of the agreement shall be remitted to ABC along with applicable GST.

The said collection shall be remitted on monthly basis within 07(seven) working days of submission of bill with complete details by ABC subject to submission of tax invoice as per Rules under GST Law duly certified by Manager, PFT, Bamanheri.

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

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

Note: In the event, the monthly balance collection is less than the amount payable to CWC, bill/invoice for the differential amount along with GST will be raised by CWC and ABC shall clear the said invoice within 07(seven) days from raising the invoice.

4. **Reimbursement of various Expenses** shall be adjusted from the balance collected by CWC from the operations of the facility. In case of any shortfall, ABC shall pay to CWC within seven (07) days of demand, failing which CWC shall be entitled to enforce the Bank Guarantee furnished by ABC.
5. For any delay in payment from ABC, CWC shall be entitled to payment of simple interest @12% (twelve percent) per annum for the delayed period without prejudice to other rights and remedies.
6. In case ABC is not able to fulfill its obligation on account of Minimum Guaranteed Throughput (MGT), ABC shall be liable to pay the shortfall towards fixed/variable amount along with applicable GST within 07(seven) days of tax invoice raised by CWC as per rules under GST Law. In case ABC fails to pay the same, CWC shall recover the shortfall towards fixed/variable amount by way of encashment of Performance Bank Guarantee submitted by ABC.
7. GST collected by CWC from the users shall be deposited by CWC directly with the concerned Govt. Department in accordance with the relevant Provisions after availing input tax credit of the GST paid to ABC in accordance with provision of GST. Thus, the GST recovered by CWC from the users shall not form part of the collection/receipts referred to in Article 6.1(f).3 hereinabove.
8. ABC shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of ABC.
9. Payments made by CWC to ABC would be subject to Tax Deduction at Source as per the relevant provisions of the Income Tax Act, 1961 and the rules made thereunder.
- g) **Set Off:** Any sum of money due and payable to the ABC (including security deposit/bank guarantee returnable to them) under this contract/agreement or any other contract/agreement may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under this contract or any other contract/agreement made by the ABC with the Corporation.
- h) In the premises of CWC, **Private Freight Terminal (PFT)-Bamanheri at Bamanheri, Muzaffarnagar, UP-251001** there are some pre-installed Infrastructure installed by CWC to meet the requirements of PFT. The same will be made available to ABC on "as is where is" basis. The infrastructure mainly

comprises of two railway tracks, electronic In-motion weigh bridge, administrative building (common user facility), paved area exclusively earmarked for PFT. Etc. Its maintenance and replacement, if required, will be the responsibility of ABC.

62 SECURITY DEPOSIT

- (a) Within 30 days of receipt of notification of the award, ABC has to furnish as on the date of execution of this agreement an irrevocable Bank guarantee in the form attached hereto as **Exhibit-12** from a nationalized/ scheduled bank, **other than cooperative bank** to secure the amount due to CWC in lieu of security deposit. **The value of the bank guarantee shall be equivalent to the annual fixed and minimum guaranteed variable fee as escalated from time to time payable to CWC.** In case of failure of ABC to deposit the Bank Guarantee within **30** working days of letter of award (LOA), further extension of 15 working days can be given at the discretion of Regional Manager. However, ABC shall pay simple interest @12% (twelve percent) per annum for the delayed period without prejudice to other rights and remedies and no further extension shall be allowed at any level and the letter of award (LOA) shall be stand cancelled.

Force Majeure clause will not be applicable for submission of Bank Guarantee towards Security Deposit.

- (b) The Bank Guarantee shall be valid for an initial period of one year with additional claim period of 06 (six) months and shall be renewed thereafter on yearly basis from time to time during the entire period of this Agreement equivalent to yearly escalated minimum committed amount till the continuation of this agreement and shall invariably be renewed 30(thirty) days in advance before its expiry every year so that it will remain operative not only for the entire period of the contract but also for a minimum period of one (01) year even after completion/termination of the agreement i.e. the Bank Guarantee for the last year would, carry a validity of two (02) years.

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

The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through Structured Financial Messaging System (SFMS) platform to the CWC Banker i.e., ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:

- (i) MT760 COV for issuance of bank guarantee.
- (ii) MT767 COV for amendment of bank guarantee.
- (iii) Issuing bank shall mention CWC beneficiary code i.e., CENTRAL W27112020 in field 7037 of MT760 COV / MT767 COV.

The SAMO operator shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

Bank Guarantee submitted without these details shall not be accepted.

- (c) In the event the ABC fails to make payment of the amount due to CWC, without prejudice to its other rights CWC shall be entitled to encash the Bank Guarantee. The encashment of the Bank Guarantee shall be without prejudice to CWC's right to treat the non-payment of the amount by the ABC on the due date as a breach and terminate the Agreement and also to claim interest for the over-due period at the rate of 12% (twelve percent) per annum.

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

6.3 ABC shall furnish to CWC a statement inward & outward movement of rakes, for the purpose of computation of MGT at the end of each month, which shall be duly certified by the Auditor of ABC.

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

6.4 In the event ABC fails to pay and discharge any of the outgoings to authorities or any third party on due dates, CWC may in its discretion pay

the amount and in such an event ABC shall be liable to reimburse the amount so paid to CWC with interest and the failure to do so shall be a material breach on the part of ABC

ARTICLE-7: ASSIGNMENT OF FACILITIES AT THE CW, PFT-BAMANHERI PREMISES

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

ARTICLE-8: REPRESENTATIONS & WARRANTIES

8. Each Party shall represent and warrant to the other Party that:
- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation/establishment;
 - (b) It has full power and authority to execute, deliver and perform its obligations under the Agreement;
 - (c) It has taken all necessary action to authorize the execution, delivery and performance of the Agreement;
 - (d) The Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and,
 - (e) There are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal, which might materially and adversely affect its ability to meet or perform any of its obligations under the Agreement.

ARTICLE-9: FORCE MAJEURE

- 9.1 If the performance of obligations under this Agreement is prevented, restricted or interfered with by reason of any contingencies which are

outside the control of a Party, the Party so affected shall not be liable to perform the terms of the Agreement except submission/maintaining the bank guarantee to the extent of such prevention, restriction or interference. Such contingencies shall be limited to flood, fire explosion, earthquake, explosion, riots, acts of terrorism, Acts of God, acts of Government and war, whether declared or not, or enemy action, strike, civil commotion and similar events which are absolutely beyond the control of the party and shall not include aspects which merely increase the costs or expense of performance or aspects such as labour disputes, strike or employee's unrest.

9.2 The obligation to perform during the period of and under this Agreement shall arise again immediately upon the termination of the contingency or such moderation of the contingency so that performance is no longer prevented, restricted or interfered with.

9.3 Any Party desiring to invoke force majeure shall notify the other Party of the occurrence of the contingency in question.

9.4 In the event the force majeure situation continues for a period exceeding 120 (one hundred & eighty) days either party may terminate the agreement by giving 30(thirty) days' notice to the other party and on the expiry of the notice period the Agreement shall terminate for all intent and purposes and subject only the consequences provided in **Article 11**.

ARTICLE-10: TERMINATION/EXIT

10.1 The Agreement shall terminate on the following events:

- (i) By **efflux of time** on the expiry of the period of the Agreement.
- (ii) At the discretion of CWC for breach on the part of ABC as provided in **Article 10.2 below**:
- (iii) On the continuation of '*force majeure*' as provided in **Article-9**.

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

- (i) Failure to commence the operation within 30(thirty) days from the date of issuance of LoA (letter of award) or extension if any provided.
- (ii) failure to pay any of the amounts due to the CWC on time as required under the agreement and if ABC fails to cure the failure within 30 days of the receipt of the notice of default from CWC;
- (iii) Failure to submit and maintain the performance bank guarantee as required under the Agreement in full enabling CWC to enforce the same at any time;

- (iv) ABC is in default of performance of any of other material obligations hereunder and such default has a Material Adverse Effect on the operations of facility and such default continues for a period of 30 (thirty) days after receipt of notice by ABC from CWC enlisting such default and remedy for such default after end of cure period as mentioned in the notice ; or
- (v) Passing of any winding up order or appointment of a liquidator, provisional or otherwise, administrator, trustee or receiver of the whole of the undertaking of the ABC by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings and such legal proceedings are not dismissed within 60 days;
- (vi) ABC being disqualified under any other Applicable Law or Applicable Permits to effectively carry on the activities under the Agreement; or
- (vii) Abandoning or Unilateral withdrawal of ABC from the Agreement.
- (viii) In the event of Railway Authority or Customs revoking/suspending/cancelling the license of CWC as PFT Operator or “Custom Cargo Service Provider” the agreement shall stand terminated/ closed without any notice to ABC. No claim shall lie against the Corporation in the eventuality of CFS operations being suspended/ terminated by the Customs authority. However, if the partial denotification of the facility has been made on insistence of the ABC as per business modality/requirement, the cancellation/termination of PFT/ICD license will have no bearing upon the validity of the contract and it will remain in force till complete period of 15 (Fifteen) Years.

10.3 **EXIT:**

Lock-in Period:

- 10.3.1 There is no lock-in period in this agreement.
- 10.3.2 If the bidder proposes to enter into lock-in period, bidder shall submit investment plan for redevelopment and creation of additional facilities over and above the existing operational facilities of CWC, for the sole consideration of CWC to permit lock-in period demanded by the SAMO.
- 10.3.3 During the lock-in period, if approved as per Clause 10.3.2 the provision of Clause 10.2 shall be applicable and the contract may be terminated by CWC in event of any default as listed in Clause 10.2.
- 10.3.4 If the bidder proposes to enter into lock-in period, then SAMO shall submit an additional Bank Guarantee equivalent to one year of fixed and variable fee payable to CWC.
- 10.3.5 If the SAMO Operator abandons the facility and withdraws from the Contract during this lock in period, then CWC shall have a right to invoke and en-cash any of the Performance Bank Guarantees under this Contract

and adjust the payable amount due to CWC, either for the balance lock-in period or any Amounts Due or Any Other Dues and seize and auction movable assets of SAMO to recover the due amount during the balance lock-in-period.

If ABC abandons the facility and withdraws from the agreement during this lock in period, they shall be liable to pay the payments due to CWC (i.e. fixed fee and variable fee and other outgoings as defined in this agreement) for the balance lock in period.

In case payment of fixed fee and variable fee is not made for a continuous period of two months (maximum) by ABC even during lock-in period, it shall be treated as breach of agreement and CWC can terminate the agreement.

After completion of lock in period/No lock in period:

- i) CWC can terminate the agreement by serving 01 (one) year notice, if ABC is in breach of the agreement as listed out in Article 10.2.
- ii) ABC can terminate the agreement by serving 01 (one) year notice. It is, however, made clear that during this period i.e. the notice period, the entire operations at "Facility", shall be continued in terms of the provisions of the agreement.

ARTICLE - 11: CONSEQUENCES OF TERMINATION

- 11.1. Upon the expiry of this Agreement or its sooner determination for any reason whatsoever the ABC shall on such termination or determination duly hand over the vacant and peaceful possession of the Premises with all the facilities therein to CWC in sound working condition and without any encumbrance.
- 11.2. It is agreed that consequent upon forced/normal termination of this agreement, ABC shall wind up and terminate its business operations and clear the said premises of its personal property and its furniture, fixtures and other material except the immovable structures created by the SAMO in the premises during the currency of the contract. In case of failure to do so, the premises of CWC would be got vacated under the provisions contained in Public Premises (Eviction of Unauthorized Occupants) Act 1971, at the risk and cost of ABC. Any damage to the property or premises of CWC, arising out of the business operations of ABC save for normal wear and tear, shall be made good by ABC.
- 11.3. In the event ABC fails to hand over the facilities at the Premises and cease to use the licensed premises on the termination or sooner determination of the Agreement without prejudice CWC can clear the Licensed Premises under

the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, at the risk and cost of the ABC.

- 11.4 In case later any tax notice/ penalty / interest is imposed on CWC pertaining to period under which the SAMO arrangement was functional and the same is on account of lapse in tax / statutory compliance by SAMO operator or any user then CWC reserves the right to recover the same from SAMO operator.

ARTICLE -12: LIABILITY & INDEMNITY

- 12.1. Each of ABC and the Member Entity of the Bidding Consortium shall at all times be jointly and severally liable and responsible for the due fulfillment of any and every obligation assumed towards CWC as if each of them have individually entered into this Agreement with CWC.
- 12.2. Each of ABC and the Member Entity of the Bidding Consortium shall duly fulfill and maintain the conditions contained in the tender documents in regard to the Lead Member, the respective shareholding and interest in Bidding Consortium or the Special Purpose Vehicle and shall not withdraw from the project without the prior approval of CWC.
- 12.3. Each of ABC and the Member Entity of the Bidding Consortium shall at all times indemnify and hold harmless CWC from any claim, loss, damage, cost and expense which CWC may suffer or be subjected to as a result of anything done or performed or caused to be done or performed or omitted to be undertaken by ABC or the Member Entities in regard to the Premises, the facilities or activities of Domestic Rail infrastructure at CWC-Bamanheri, Muzaffarnagar.

ARTICLE-13: DISPUTE RESOLUTION

13 DISPUTE RESOLUTION

13.1 General

Subject to Clause 13.2, this Contract shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at New Delhi.

13.2 Dispute Resolution

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall

be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause (ii) below.

(ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

(iii) In the event of any Dispute between the parties not getting resolved unanimously by the Joint Committee, any of the Parties may require such Dispute to be referred to a two-Member High-Level Committee comprising of the Managing Director of CWC and the Chairman of the ABC (or such persons nominated by them) for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date of such request, to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

13.3 ARBITRATION:

Any dispute which is not resolved by Amicable Resolution as mentioned above, shall be referred to Arbitration which shall be according to the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

Any Party desirous of initiating arbitration shall give 15 days' notice to the other party of its intention ("Arbitration Notice"). Each Party shall, within 15 days of the receipt of the Arbitration Notice, appoint an arbitrator of its choice. Within 15 days of their appointment, the two arbitrators shall appoint a third arbitrator who shall preside over the arbitration proceedings.

The venue of arbitration shall be New Delhi, India and all arbitration proceedings shall be conducted in English.

ARTICLE-14: GOVERNING LAW & JURISDICTION

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

ARTICLE-15: SURVIVAL OF OBLIGATIONS

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

ARTICLE-16: SEVERAL OBLIGATIONS

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

ARTICLE-17: SEVERABILITY

17. If, for any reason whatsoever, any provision or any part(s) of the Agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations, effective and applicable during the tenure of the Agreement, by any competent Arbitral Tribunal or court, such provisions shall be fully separable and the Agreement shall be constructed as if such provision or such part(s) of the Agreement never comprised part of the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision or by its severance from the Agreement.

ARTICLE-18: NOTICES

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

having administrative control over the facility or any other officer so authorized and acting on his behalf.

In relation to the ABC:

In relation to member entities:

18.2. A Party may notify the other Party to this Agreement of a change to its name, relevant addressee, address, provided that, such notice shall only be effective on:

(a) The date specified in the notice as the date on which the change is to take place; **or**

(b) If no date is specified or the date specified is less than 10 business days after the date on which notice is given, the date following 10 business days after notice of any change has been given.

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

ARTICLE-19: WAIVER

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

ARTICLE-20: AMENDMENTS

20.1 No amendments, modifications or alterations of or any additions to the terms and conditions of the Agreement shall be valid unless the same be in writing and agreed to by the Parties.

20.2 The Joint Committee comprising three authorized representatives including Regional Manager of CWC and equal number (three) of authorized representatives of the ABC shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the Agreement, to amend the terms and conditions for smooth and hassle free operation so long as the overall structure of the agreement does not change.

ARTICLE-21: SPECIAL TERMS & CONDITIONS

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

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

a) The existing and left-over cargo/container(s) shall be delivered/auctioned under CWC supervision. In case, existing and left-over cargo/container(s) (EXIM) pertains to ICD, the same shall be delivered/auctioned under customs supervision. The sale proceeds of the cargo/container(s) shall be apportioned on the principle of proportionate share based on the number of days such cargo/container(s) was/were in the custody after adjusting the auction expenses, freight and duty.

b) Similarly, in respect of cargo/containers described at a) above the charges realized after delivery shall be apportioned in proportion to the number of days it remains in the custody of each party.

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

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

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

ARTICLE-22: METHODOLOGY OF BILLING

In Case of PFT-Bamanheri the Minimum Guaranteed Throughput (MGT) is 120 RAKE per annum. The monthly pro-rata of MGT is 15 RAKEs. If the SAMO operator handled 6 RAKEs in the first month, then the variable fee is to be charged for 15 RAKEs on actual basis since the monthly pro-rata is only 15 RAKEs and actual number is LOWER than the monthly pro-rata. Similarly in the 2nd month if the actual volume handled is 5 RAKEs the total volume handled will be 11 RAKEs which is again lower than the monthly pro-rata till 2nd month i.e. 30 RAKEs and therefore the volume for which variable fee is to be charged is 15 RAKEs.

If the volume handled in the 3rd month is only 4 RAKEs. As per monthly pro-rata the volume handled till 3rd month should be 45 RAKEs whereas actual RAKEs handled during 3 months is only 15 RAKEs. In such cases the variable fee should be charged for 15 RAKEs so that the volume as per monthly pro-rata should be maintained.

The variable fee is to be charged in such a manner that volume as per monthly progressive pro-rata should be maintained. If the actual volume handled (progressive) is less than the monthly progressive pro-rata the RAKEs charged should be equal to shortfall in monthly progressive pro-rata. Similarly, higher volume is to be charged if the actual volume handled is higher than the monthly progressive pro rata volume.

(B) Software Integration with Tally ERP

i. The SAMO operator shall be responsible to use the software to automate the internal operations including the invoice generation & receipt of payment.

ii. Billing/Invoicing Software as developed and provided by CWC shall be used for the said purpose. However, in order to use CWC's software, the SAMO operator shall be liable to pay monthly charges for support, hosting & maintenance on mutually agreed rates. CWC shall provide the contact details of the vendor providing hosting, maintenance & support to CWC. In case, of any customization in the software, the SAMO operator shall be liable to bear the charges.

iii. Integration of SAMO software with Tally-ERP: CWC is operating Tally-ERP on a central public cloud server. The software which shall be used at SAMO shall be required to be integrated with CWC's Software's including Tally-ERP. The SAMO shall ensure to provide necessary support (development & integration of APIs, development of necessary reports in software etc.) in order to carry out the integration.

iv. The SAMO operator shall be responsible to carry out security audit of the software being used by them. The security audit shall be carried out by CERTIN empanelled agency only. The SAMO operator shall be required to submit the fresh audit certificate every year. The charges for security audit are to borne by SAMO operator.

v. The SAMO operator's software must comply to all the statutory / non-statutory requirements for operation of the ICD/ ICD. For e.g., e-Invoicing, SCMTR etc.

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

<p>FOR CENTRAL WAREHOUSING CORPORATION</p>	<p>FOR _____ (Name of ABC)</p>
<p>Name: _____ Authorized Signatory</p>	<p>Name: _____ Authorized Signatory</p>
	<p>Member Entity No.1</p>
	<p>Name: _____ Authorized Signatory</p>
	<p>Member Entity No. 2</p>
	<p>Name: _____ Authorized Signatory</p>
	<p>Member Entity No. 3</p> <p>Name: _____ Authorized Signatory</p>

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

To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this _____ day of _____ between _____ (Name of Bank)

having its registered office at _____ (Place) and one of its local offices at _____ (hereinafter referred to as the “**Surety**”), in favour of Central Warehousing CWC, a statutory CWC established under the Central Warehousing CWC Act, 1962, having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110026 (herein after referred to as “**CWC**”).

WHEREAS M/s _____ (hereinafter referred to as “SAMO Operator”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Strategic Alliance & Management operator (SAMO) at _____ (name of the Region)

WHEREAS the SAMO Operator as per Clause No. 8 of the Contract has agreed to furnish a Bank Guarantee for Rs. _____ within seven (7) working days from the date of signing of the Contract.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the SAMO Operator, the said amount of Rs.____ (Rupees _____).
2. The Surety agrees that CWC, at its option, shall be entitled to enforce this bank guarantee against the Surety as a principal debtor, in the first instance, without proceeding against the SAMO Operator and notwithstanding any security of other guarantee that CWC may have in relation to the SAMO Operator’s liabilities.
3. The Surety guarantee and undertake to pay to CWC within two (2) business days after receipt by CWC, of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of INR _____ (in words) without any demur, reservation, recourse, contest or protest and without any reference to the SAMO Operator. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank’s liability under these presents being absolute and unequivocal.

4. For the purposes of Clause 3, “business day” means a day on which commercial banks are open for business in [mention city of the bank branch].
5. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the SAMO Operator and shall remain valid, binding and operative against the Surety. The bank guarantee shall not be discharged by any change in Surety’s constitution, constitution of CWC or that of the SAMO Operator or change in appropriate laws.
6. The Surety agrees that CWC shall have the fullest liberty without the Surety’s consent and without affecting in any manner, Surety’s obligations hereunder to vary any of the terms and Conditions of Contract or to extend time for performance of the Contract by the said SAMO Operator and to enforce, or to forebear to enforce any of the terms and conditions relating to the Contract and the Surety shall not be relieved from its liability by reason of any such variation, or extension being granted to the SAMO Operator or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the SAMO Operator or any such matter or thing whatsoever which under the Applicable Laws may, but for this provision, have effect of relieving the Bank.
7. The Surety hereby agree and acknowledge that this guarantee is irrevocable and shall remain in full force till it is fully and finally discharged by CWC in writing or [insert date] whichever is later, and all dues of CWC under or by virtue of the Contract have been fully paid and all its claims satisfied or discharged.
8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Courts at New Delhi.
9. All charges, fees, commission and other costs shall be to the account of the SAMO Operator. Failure of the SAMO Operator to make such payments shall not in any way affect the Surety’s obligation under this bank guarantee and CWC shall be paid the money due to it under this bank guarantee without any deduction.
10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.
11. Notwithstanding anything contained hereinabove:
 - (i) Surety’s liability under this bank guarantee is limited to INR _____ (in words) and Bank’s guarantee shall remain in force until [insert date].
 - (ii) Any claim under this bank guarantee must be received by Surety before the expiry of this bank guarantee i.e [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.

- (iii) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
- (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Cover message for this Bank Guarantee has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through Structured Financial Messaging System (SFMS).

In witness whereof, the Surety through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution].

(Signature)

(Signature)

Full name and official address
with bank stamp

Full name and official address
with bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS No. 1

WITNESS No. 2

EXHIBIT-13
PRE-CONTRACT INTEGRITY PACT

General

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

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor/Strategic Alliance Management Operator (SAMO) at _____ and the BIDDER is willing to execute the items of work /Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

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

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

1. Commitments of the Corporation

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

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

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

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

3. Commitments of Bidders

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the CORPORATION.

3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The

term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.

3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 2,04,000/- (Rupees Two Lakh Four Thousand Only) (to be specified in NIT) as Earnest Money, with the CORPORATION through any of the instruments as specified in the NIT.

5.2 Any other mode or through any other instrument (to be specified in the NIT).

5.3 The Earnest Money Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract.

5.4 No interest shall be payable by the CORPORATION to the BIDDER on performance guarantee for the period of its currency and upto their validity.

6. **Sanctions for Violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five (05) years, which may be further extended at the discretion of the CORPORATION.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1 The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.2 The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Independent Monitor

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

7.2 For this pact, in consultation with the Central Vigilance Commission. **Sh. Vishnu Agarwal**, Former Director(Fin.) MRPL, Flat No. 265, Vigyapan Lok, Plot No. 15, Mayur Vihar Phase-I Extension, Delhi-110091 and **Sh. Anupam Kulshrestha, B-3/3, Yarrows Apartments, Plot C-58/5, Sector-62, Noida, UP-201309** have been appointed.

7.3 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.4 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.5 Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.6 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Corporation.

7.7 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Corporation including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.8 The Corporation will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.9 The Monitor will submit a written report to the designated Authority of Corporation within 8 to 10 weeks from the date of reference or intimation to him by the Corporation / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

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

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

11 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 15 years or the complete execution of the contract to the satisfaction of both the Corporation and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

EXHIBIT-14
TERMS FOR MICRO & SMALL ENTERPRISES

- a. Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- b. MSEs registered with the agencies for the item/s tendered will be exempted from submission of Earnest Money Deposit (EMD).
- c. MSEs who are interested in availing themselves of these benefits and preferential treatment will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board.
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
- d. The MSEs Registration should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e. In case the MSE does not fulfill the criteria at Sr. No(c) and (d) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- f. Participating MSEs quoting price within price band of H1-15 percent shall also be allowed to provide the service by bringing up their price to H1 price in a situation where H1 price is from someone other than a Micro and Small Enterprise. As per Public procurement policy on MSE, Considering that this is a non-divisible tender, an MSE quoting within the price band of H1-15% will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing up price to H1 rate after negotiation if any, by the MSE concerned.

EXHIBIT-15**UNDERTAKING****(OF NO PENDING CASE/NON-CONVICTION OF ANY OFFENSE)**

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

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

Date:

(Authorized Signatory)

EXHIBIT-16

Pro-forma for Declaration of Non-Blacklisting

Covering Letter from bidder

(To be submitted on Bidding company letter head)

Dated:

To,

**The Regional Manager,
Central Warehousing Corporation
Regional Office-Lucknow
Uttar Pradesh.**

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

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

Yours faithfully,

For (Bidders Name)

Authorized Signatory

EXHIBIT-17

AFFIDAVIT

(For Sole Proprietary Firm)

I,

.....

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

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

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

.....

DEPONENT

Place:

Date:

VERIFICATION

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

DEPONENT

Place:

Date

EXHIBIT-18

Performa for Bid Security Declaration

(On Letter Head of Bidder)

Whereas..... (Name of agency) have submitted bids for..... (Name of work).....

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended for five years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Or

2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee/security deposit before the deadline defined in the tender documents, I/we shall be suspended for five years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order.

(Authorized Signatory)

With stamp

VOLUME-II

PROJECT INFORMATION

Major Specifications of the Brownfield Private Fright Terminal, Bamanheri:

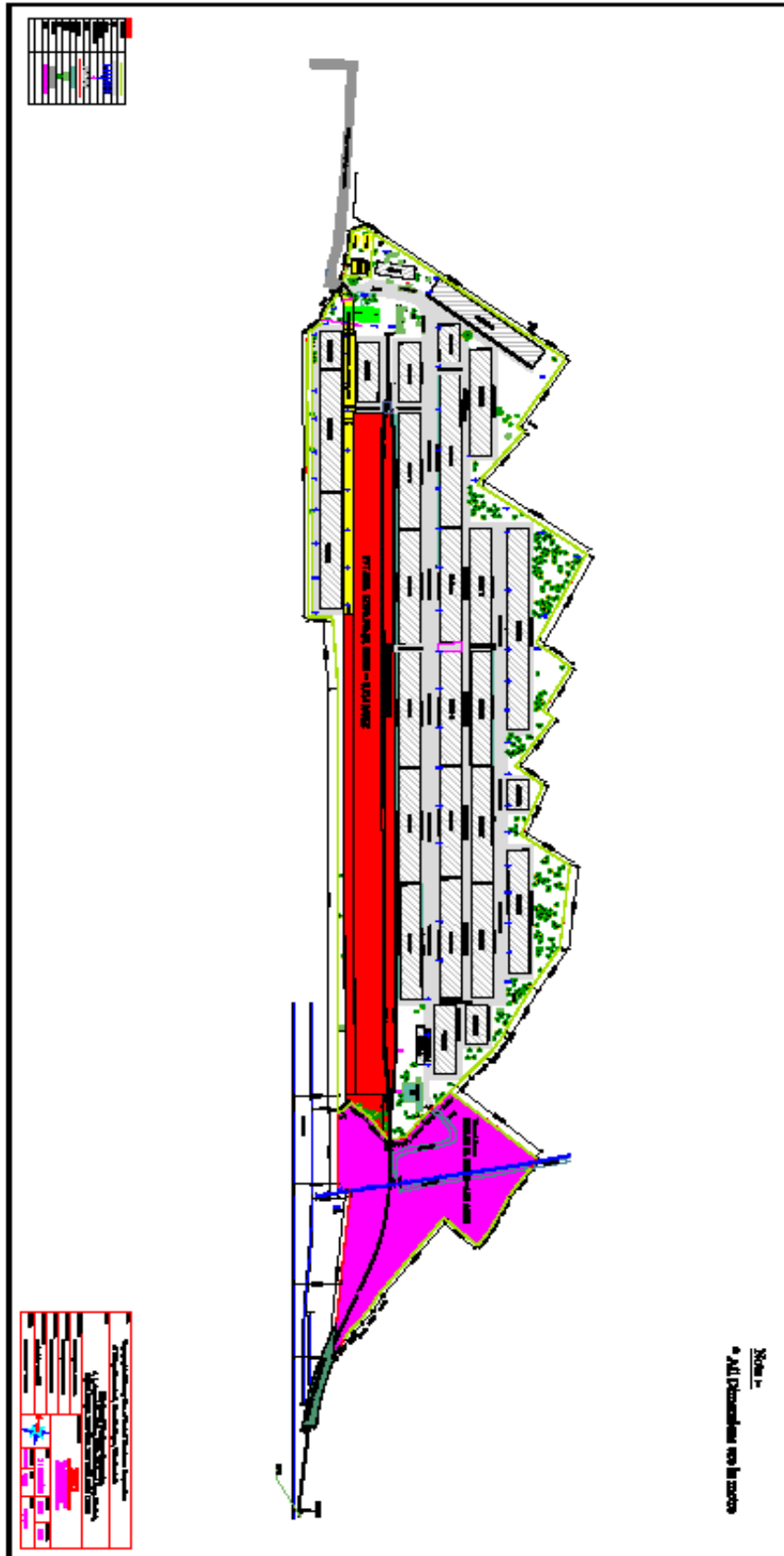
1.	Plot Area	Specifications
(a)	Length of Two railway tracks(Track No. 1 and Track No.2)	780 meter each
(b)	Area exclusively earmarked for PFT	27270.842 sqm
(c)	Road Area along with PFT up to main gate(common user area) Area between Rail track No.1 to Rail Track No.2 (Common user area)	3792.24 sqm 7214.395 sqm
(d)	Area for future expansion including connecting railway track available in this area	28312.269 sqm
(e)	Admin building (Common user area) Staff quarter	195 sqm (2 floors) 90 sqm (2 floors)
	Pit less in-motion weigh bridge	140 MT

Note: The above items/area will be under the exclusive use of ABC excluding Track No. 2 of (a), (c) and (e) which are considered as common user area and will be used by CWC as well. Repair and maintenance of all the above items including common user area and future expansion area will be carried out by ABC on its own cost.

CWC is in process of laying an additional railway line for handling of dirty cargo at PFT which shall form a part of the facility offered to prospective bidder. However it shall in no way enable bidder to claim any compensation till completion of addition of railway line to PFT Bamanheri.

Area for future expansion including connecting railway track available in this area: An exclusive undeveloped area of 28312.269 square meter is available adjacent to the area exclusively earmarked for PFT (27270 Square Meter) will be developed by the ABC for expansion of PFT Bamanheri for handling, storage of Cargo/Containers or any other infrastructure as required.

ANNEXURE-I



ANNEXURE -II**METHODOLOGY FOR MONTHLY BILLING**

(A) In Case of PFT-Bamanheri the Minimum Guaranteed Throughput (MGT) is 120 RAKE per annum. The monthly pro-rata of MGT is 15 RAKES. If the SAMO operator handled 6 RAKES in the first month, then the variable fee is to be charged for 15 RAKES on actual basis since the monthly pro-rata is only 15 RAKES and actual number is LOWER than the monthly pro-rata. Similarly in the 2nd month if the actual volume handled is 5 RAKES the total volume handled will be 11 RAKES which is again lower than the monthly pro-rata till 2nd month i.e. 30 RAKES and therefore the volume for which variable fee is to be charged is 15 RAKES.

If the volume handled in the 3rd month is only 4 RAKES. As per monthly pro-rata the volume handled till 3rd month should be 45 RAKES whereas actual RAKES handled during 3 months is only 15 RAKES. In such cases the variable fee should be charged for 15 RAKES so that the volume as per monthly pro-rata should be maintained.

The variable fee is to be charged in such a manner that volume as per monthly progressive pro-rata should be maintained. If the actual volume handled (progressive) is less than the monthly progressive pro-rata the RAKES charged should be equal to shortfall in monthly progressive pro-rata. Similarly, higher volume is to be charged if the actual volume handled is higher than the monthly progressive pro rata volume.

(B) Software Integration with Tally ERP

i. The SAMO operator shall be responsible to use the software to automate the internal operations including the invoice generation & receipt of payment.

ii. Billing/Invoicing Software as developed and provided by CWC shall be used for the said purpose. However, in order to use CWC's software, the SAMO operator shall be liable to pay monthly charges for support, hosting & maintenance on mutually agreed rates. CWC shall provide the contact details of the vendor providing hosting, maintenance & support to CWC. In case, of any customization in the software, the SAMO operator shall be liable to bear the charges.

iii. Integration of SAMO software with Tally-ERP: CWC is operating Tally-ERP on a central public cloud server. The software which shall be used at SAMO shall be required to be integrated with CWC's Software's including Tally-ERP. The SAMO shall ensure to provide necessary support (development & integration of APIs, development of necessary reports in software etc.) in order to carry out the integration.

iv. The SAMO operator shall be responsible to carry out security audit of the software being used by them. The security audit shall be carried out by CERTIN empanelled agency only. The SAMO operator shall be required to submit the fresh audit certificate every year. The charges for security audit are to borne by SAMO operator.

v. The SAMO operator's software must comply to all the statutory / non-statutory requirements for operation of the ICD/ ICD. For e.g., e-Invoicing, SCMTR etc.



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Central Warehousing Corporation

(A Government of India Undertaking)

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