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Azadi Ka
Amrit Mahotsav



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



CWC RO-DLI0BUSS/113/2021-BUSINESS_DLI

Date:02.11.2023

EXPRESSION OF INTEREST (EOI)

This **Expression of Interest (EOI)** is for seeking interests from the capable players for Rail transportation of EXIM containers to & from gateway ports to the rail head in their respective facilities and road bridging (optional as per discretion of CWC) from the rail head to ICD PPG and vice-versa.

As desired by the Competent Authority, it is requested to submit the EOI alongwith bids to CWC, Regional Office, Delhi through Registered/Speed Post/By hand/Official Email id of the interest entity.

Encl: As Above.

Digitally signed by
NISHANT CHAND
KATOCH
Date: 2023.11.02
15:57:24 +05'30'

(Nishant Chand Katoch)
Manager (Business)

To,
All Concerned

Copy to

1. GGM (Comm), CO, CWC, New Delhi - For information
2. Manager-ICD, Patparganj - For wider publicity and necessary facilitation to prospective players for familiarization and understanding the requirements vis-à-vis scope of work.



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EXPRESSION OF INTEREST FOR TRANSPORTATION OF EXIM CONTAINERS FROM GATEWAYS PORTS TO THE RAIL HEAD IN THEIR RESPECTIVE FACILITIES AND/ OR ROAD BRIDGING (AT THE DISCRETION OF CWC) FROM THE RAIL HEAD TO ICD, PATPARGANJ OR VICE VERSA.



Central Warehousing
Corporation

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



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DISCLAIMER

1.1 The information contained in this Expression of Interest document (the “EOI”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Central Warehousing Corporation or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

1.2 This EOI is neither an agreement and is nor an offer by the CWC to the prospective Applicants or any other person. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CWC or its employees make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI.

1.3 The purpose of this EOI is to provide interested parties with information that shall be useful to them in the formulation of their proposal and Bid, to be submitted as per the proforma attached at for the purpose.

SCHEDULE OF EOI

- A) Issue of EOI document: 02.11.2023
- B) Prebid Meeting: 06.11.2023
- C) Due date for EOI and Bid Submission 10.11.2023 up to 3.00 PM
- D) Opening of Bid: 10.11.2023 AT 3.30 PM at Regional Office, CWC RO, Delhi.

BACKGROUND

2.1 Central Warehousing Corporation (CWC), a Schedule ‘A’-Mini Ratna, Category - 1 Central Public Sector Enterprise (CPSE), is a statutory body which was established under ‘The Warehousing Corporations Act, 1962’. Its aim is to provide reliable, cost-effective, value-added, integrated warehousing and logistics solution in a socially responsible and environment friendly manner.

2.2 As a premier Warehousing Agency, CWC is operating warehouses/ Container Freight Stations (CFSs)/ Inland Clearance Depots (ICDs)/ Air Cargo Complexes (ACCs)/ Inland Check Posts (ICPs)/ Bonded Warehouses throughout the country.

2.3 ICD, Patparganj is the oldest operating ICD in North India and since its commissioning in 1985, ICD PPG has been at the core of EXIM facilitation in Delhi/NCR



and North India. As of now Import Containers are arriving at ICD, Patparganj via Rail and Road from various Gateway Terminals- mostly through JNP port, Pipavav Port and Mundra Port. The Export laden containers are also dispatched from ICD PPG via Rail to the gateway ports for onward transportation.

2.4 During the last 2 years, CWC has approximately received and dispatched the following volumes to various Gateways ports using rail mode of transportation: -

Year	IMPORT (TEUs)			EXPORT (TEUs)		
	MUNDR A	PIPAVAV	JNP T	MUNDRA	PIPAVAV	JNPT
2021-22	3409	1625	478	1325	218	196
2022-23	2873	2031	431	849	107	90
2023-24 (Till August 2023)	1127	1854	347	53	313	43

PURPOSE OF EXPRESSION OF INTEREST

3.1 The main objective is to find out interested parties that would like to transport Patparganj bound containers to & from Gateway ports to their ICD Terminals and/or provide road bridging (at the discretion of CWC) from their Rail head to ICD Patparganj and vice-versa.

3.2 This EoI is issued to invite Individual/Private/Public/Other entities owning/operating rail linked ICD/CTOs (present within about 50-60 Kms of ICD PPG) for expressing their interest and quoting their rates (Bids) for providing the Rail transportation and related services as mentioned above and described in the Bid document.

SERVICE LEVEL REQUIREMENT - TIMELINES

4.1 The interested parties shall own/ operate a Rail-siding (with the capacity and requisite permission for transporting and handling EXIM ISO containers) and shall have the capacity to provide Rail Transportation services from gateway ports viz JN Port, Mundra Port and Pipavav Port, either through owned Rakes or through tie-up for providing the rail transportation services as per below service requirements:

Import Containers (From Gateway Ports to Rail siding in Delhi-NCR)		
From Mundra Port	From Pipavav Port	From JN Port
The containers shall be railed out within three days, excluding the date of discharge at Port and shall be handed over at	The containers shall be railed out within three days, excluding the date of discharge at Port and shall be handed over at Rail	The containers shall be railed out within five days, excluding the date of discharge at Port and shall be handed over at Rail



Rail siding for onward dispatch to ICD PPG within next three days. Total timeline for handing over at Rail siding within Delhi-NCR shall be maximum six days excluding date of discharge, save for any hold by Customs/ statutory authorities.	siding for onward dispatch to ICD PPG within next three days. Total timeline for handing over at Rail siding within Delhi-NCR shall be maximum six days excluding date of discharge, save for any hold by Customs/ statutory authorities.	siding for onward dispatch to ICD PPG within next four days. Total timeline for handing over at Rail siding within Delhi NCR shall be maximum nine days excluding date of discharge, save for any hold by Customs/ statutory authorities.
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Export Containers (From Rail siding in Delhi NCR to Gateway Ports)		
<u>To Mundra Port</u> The containers shall be railed out within 24 hours from the time of handing over at the Rail siding and shall be handed over at the gateway Port within next 72 hours. Total timeline for handing over the container at the Gateway Port shall be 96 hours post handing over the container at the rail siding, save for any hold by Customs/ Statutory authorities.	<u>To Pipavav Port</u> The containers shall be railed out within 48 hours from the time of handing over at Rail siding and shall be handed over at the gateway Port within next 72 hours. Total timeline for handing over the container at the Gateway Port shall be 120 hours post handing over the container at the rail siding, save for any hold by Customs/ Statutory authorities.	<u>To JN Port</u> The containers shall be railed out within 72 hours from the time of handing over at Rail siding and shall be handed over at the gateway Port within next 96 hours. Total timeline for handing over the container at the Gateway Port shall be 168 hours post handing over the container at the rail siding, save for any hold by Customs/ Statutory authorities.

4.2 The bidders willing to offer road transportation services for transportation of containers to & from ICD PPG to their facility shall ensure that import containers are delivered at ICD PPG from their facilities within 24 hours of arrival of containers at the rail head from the gateway ports and export containers shall be evacuated from ICD PPG and delivered at their facility/railhead within 12 hours from issuing the job order by ICD PPG. The job order shall be generally be issued by 19:00 hrs on business days and the service provider is expected to deliver the export containers on the same night to the facility/rail head for onward transportation.

4.3 The Bidder shall have to abide by the above service level time schedules, and any unjustified/ unreasonable deviation from the service levels shall make the arrangement liable for being terminated, without prejudice to the right of CWC to claim any damage/loss suffered by CWC arising from any claim from the customers of CWC.

4.4 Other service level requirements are enumerated in the draft agreement which shall be binding upon the Bidder (Annexure III).



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SUBMISSION GUIDELINES

5.1 The Applicant shall submit their ‘**Expression of Interest**’ for Rail transportation of EXIM containers from gateway ports to the rail head in the respective facilities and road bridging (optional as per discretion of CWC) from the rail head to ICD PPG and vice versa as per the schedule mentioned at ‘Schedule of EOI’. The format for submission of bids is provided at [ANNEXURE-I](#) and [ANNEXURE-II](#).

5.2 The proposal should be submitted through Speed Post/Registered Post/By Hand at CWC, Regional Office Scope Minar, Core-3, 1st Floor Laxmi Nagar Distt. Center, New Delhi-110092 till 3:00 PM on 10.11.2023, The subject of the Cover should clearly mention “**Expression of Interest** for Rail transportation of EXIM containers from gateway ports to the rail head in the respective facilities and road bridging”. The party also has the option to submit their bids from their official email id on rodlibus.cwc@cewacor.nic.in. The bid should be submitted only through password protected file by the bidder on or before 10.11.2023 at 03.00 PM. The bidder must submit the password of the bids only after due date of last date & time of submission of bids on the same email id i.e rodlibus.cwc@cewacor.nic.in

5.3 The draft format for the agreement to be signed with the L1 bidder is provided at [ANNEXURE-III](#). The prospective bidder are expected to have read and understood the terms & conditions provided in the draft agreement.

CONTACT PERSON (S)

- 6.1 Following officials can be contacted for any query related to the subject EOI: -
- Sh. N. C Katoch, Manager (Business), Email: rodlibus.cwc@cewacor.nic.in, Mb:91-8109373866.
 - Sh. Bhuwadeshwar Dwivedi, AGM(G)/ Manager-ICD Patparganj, Email: cwccid-ppg@cewacor.nic.in, Mb:91-9910930111

AMENDMENT OF EOI

7.1 At any time prior to the Due Date for submission of EOI, CWC may, for any reason, at its discretion/initiative or in response to clarifications requested by prospective bidder, may modify the EOI by the issuing Addendum/Amendment. All prospective bidders shall be informed of such addendum/ amendment through the same mode using which the EOI is shared with them.

7.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, CWC may, in its sole discretion, extend the Application Due Date.



DISQUALIFICATION OF APPLICANT

- 8.1 An Applicant can be disqualified if the Applicant:
- Does not meet the technical requirement for execution of services being offered.
 - Does not agreed to/fulfil the conditions as mentioned in the EOI request.
 - Does not agree to conditions as mentioned in the draft agreement.
 - Application submitted is not accompanied with the requisite documents or is non-responsive.
 - Has not submitted rates for all the weight slabs/categories for a particular route.; The Bidder shall, however, have the option to bid for any of the three routes, however, based upon operational considerations and ease, it shall be solely at the discretion of CWC to either accept any such selective bid. **Road Bridging services are optional and shall be quoted separately.**
 - Involves in any activity/business arrangement which is found to be against the laws of the land.
 - Bids are conditional.
 - Bids submitted after due date & time.

EVALUATION CRITERIA AND GENERAL TERMS & CONDITIONS

9.1 **Evaluation Criteria:** CWC shall evaluate the bids Route (Port) wise based upon the rates offered by the prospective bidder for the respective routes. The evaluation shall be done separately for the three routes by taking into consideration the **Rail Transportation** for the route along with Terminal handling charges (this shall include rates quoted under columns 'Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)' + 'Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)' of ANNEXURE-II). THE RATES QUOTED FOR ROAD TRANSPORTATION FROM RAIL SIDING TO ICD PPG AT 'C' SHALL BE EVALUATED AND COMMUNICATED SEPARATELY.

9.2 The prospective bidders have the option to bid for either Rail Transportation or Road transportation or both. The evaluation will be done separately under both these categories based on the rates quoted by them, multiplied by the number of containers handled as filled up in Column 'No of Containers Handled' of ANNEXURE-II. The L1 bidder will be considered for award of work, subject to meeting other criteria and conditions mentioned in this EOI.

9.3 CWC at its discretion can engage different service providers for different routes, or can demand any of the service provider to match the L1 rates at any of the routes.

9.4 It is clarified that the number of containers handled as indicated in ANNEXURE-II are only indicative numbers based on past data and does not provide any guarantee of the minimum or maximum volumes likely to be handled under the envisaged agreement. CWC will not be responsible, in any manner whatsoever, if actual business volumes vary



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from the numbers indicated in ANNEXURE-II.

9.5 Also, the arrangement for road transportation shall be made separately at the discretion of CWC and same shall not interfere with the arrangement made for Rail Transportation. As such, both the arrangements are mutually exclusive. It is also advised that restrictions imposed by the local authorities on interstate/ intrastate movements of heavy trailer shall invariably be borne in mind by the prospective bidders whilst bidding for road transportation services and rates as well as the committed timelines for movement of containers shall be quoted accordingly.

9.6 The period of agreement shall be of two years from the date of signing of agreement, which can be extended by a period upto six months with the mutual consent of parties. However, CWC at its own discretion may review the agreement depending upon the prevailing business scenario and commercial interest of the Corporation. The agreement may be terminated by serving 3 months' notice period by either of the parties of the agreement.

9.7 CWC reserves the right, without any obligation or liability, to accept or reject any or all the Bids submitted in response to this EOI at any stage of the process, to withhold or withdraw or to cancel or modify the process of this EOI, at any time, without assigning any reason whatsoever.



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FORMAT FOR SUBMISSION OF EXPRESSION OF INTEREST

ANNEXURE-I

1	Name of the Bidder Entity	
2	Name of the Contact Person with Contact Number/Mobile No. & Official Email Id	
3	Address of the facility (ICD Terminal/ Rail Head)	
4	Distance in Kms from ICD Patparganj	
5	Copy of PAN Card (PAN NO.)	
6	Copy of GST Registration (GST No.)	
7	Authorisation for the Contact Person to sign documents on behalf of the bidder entity (BoD Resolution, Power of Attorney etc) (Y/N)	
8	Signed and Stamped copy in all pages of EOI Document by the Authorized Representative. (Y/N)	
9	Other relevant details, such as CTO License etc.	

AUTHORIZED SIGNATORY

SIGNATURE:.....

NAME:.....

ADDRESS :.....

A. Import Movement from Mundra Port

Size	Slab	No of Containers Handled during last two F.Y	Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)	Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)	Road Transportation charges from Rail siding to ICD PPG (all inclusive, except for GST) (C)
20'	upto 10 MT	170			
	>10-20 MT	278			
	>20-26 MT	69			
	> 26-31 MT	103			
	>31 MT	1			
40'	<20 MT	736			
	>20 MT	2095			

B. Import Movement from PIPAVAV Port

Size	Slab	No of Containers Handled during last two F.Y	Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)	Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)	Road Transportation charges from Rail siding to ICD PPG (all inclusive, except for GST) (C)
20'	upto 10 MT	41			
	>10-20 MT	152			
	>20-26 MT	112			
	> 26-31 MT	35			
	>31 MT	1			
40'	<20 MT	455			
	>20 MT	1224			

C. Import Movement from JNPT Port

Size	Slab	No of Containers Handled during last two F.Y	Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)	Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)	Road Transportation charges from Rail siding to ICD PPG (all inclusive, except for GST) (C)
20'	upto 10 MT	49			
	>10-20 MT	55			
	>20-26 MT	46			
	> 26-31 MT	24			
	>31 MT	1			
40'	<20 MT	98			
	>20 MT	278			

D. Export Movement to Mundra Port

Size	Slab	No of Containers Handled during last two F.Y	Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)	Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)	Road Transportation charges from Rail siding to ICD PPG (all inclusive, except for GST) (C)
20'	upto 10 MT	160			
	>10-20 MT	97			
	>20-26 MT	44			
	> 26-31 MT	16			
	>31 MT	2			
40'	<20 MT	286			
	>20 MT	217			

E. Export Movement to PIPAVAV Port

Size	Slab	No of Containers Handled during last two F.Y	Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)	Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)	Road Transportation charges from Rail siding to ICD PPG (all inclusive, except for GST) (C)
20'	upto 10 MT	16			
	>10-20 MT	15			
	>20-26 MT	2			
	> 26-31 MT	1			
	>31 MT	1			
40'	<20 MT	41			
	>20 MT	51			

F. Export Movement to JNPT Port

Size	Slab	No of Containers Handled during last two F.Y	Rail Transportation charges from Gateway port to Rail Siding (all inclusive, except for GST) (A)	Terminal Handling charges at the Rail Siding (all inclusive, except for GST) (B)	Road Transportation charges from Rail siding to ICD PPG (all inclusive, except for GST) (C)
20'	upto 10 MT	20			
	>10-20 MT	24			
	>20-26 MT	12			
	> 26-31 MT	13			
	>31 MT	1			
40'	<20 MT	19			
	>20 MT	43			

Notes

- The above charges payable by CWC to the Bidder shall be composite charges; excluding only applicable GST.
- Hazardous charges for Rail transportation, handling and storage, if any, may be

mentioned in foot note.

3. 5 days of free storage period, including the date of arrival (save for any traffic restrictions imposed for Road movement, in which case the same shall be treated as additional free period) for evacuation of containers from the Rail siding shall be given; Ground rent for period beyond that may be mentioned separately in foot notes.

This Agreement is being entered into in New Delhi on Day of by and between:

Central Warehousing Corporation (CWC), Central Public Sector Enterprise (CPSE) is a statutory body which was established under 'The Warehousing Corporations Act, 1962 acting through Regional Manager, SCOPE Minar, Core-3, 1st Floor, Laxmi Nagar Distt. Centre, Delhi- 110092 (hereinafter referred as "CWC, which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its representative, successors and permitted assign) of the one part;

AND

M/s _____, a Company registered under the Companies Act, 1956 having its registered office at _____, acting through _____ (hereinafter referred as "XXXX" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its representatives, successors and permitted assigns) of the other part:

WHEREAS:

A. CWC owns and operate ICD Patparganj. The Depot is a full-fledged ICD and the movement of EXIM containers is being done via rail and road, through several ICDs having rail connectivity located in Delhi NCR to the Gateway Ports.

B. XXXX presently owns / operates / has tie-up with an Inland Container Depot (ICD)/ rail siding at _____ (hereinafter referred to as "ICD Terminal") with necessary infrastructure and permissions for handling EXIM containers moved to & from the gateway ports, where it allows certain container train operators to access the ICD Terminal to discharge and load container trains.

C. Central Warehousing Corporation has invited proposals from Terminal operators/ CTOs vide Expression of Interest dated _____, requesting for proposals from the interested players for movement of EXIM containers between ICD-Patparganj and Mundra/Pipavav/JNPT sectors and vice-versa through rail via a nearby Rail-Head. In response to EoI, XXXX has submitted its offer on xx.xx.2023 which has been approved by the Competent Authority of CWC for a period of 2 (Two) years with effect from date of signing of this agreement, which can be extended by upto six months on the terms & conditions mutually agreed by the parties to this agreement, as per the terms and conditions of agreement given below:

1. XXXX shall charge their quoted rates as per Price Bid (Annexure II to the EOI) towards Rail Transportation charges, Terminal Handling Charges (including all other charges) and Road Transportation Charges (if opted for by XXXX and agreed to by CWC). The rates are exclusive of GST which shall be paid extra.
2. XXXX will endeavor to provide earliest practicable evacuation of CWC's laden boxes in both the legs of above stated sectors; either through deployment of own rakes OR through leased rakes OR through slot share/ swapping arrangements that XXXX may have with other CTO(s). Any cost for leasing of rakes and/or for boxing slots on another CTO's train shall entirely be on XXXX account and will not form a part of the arrangement between CWC and XXXX for operational and economic considerations.
3. Terminal Access Charges (TAC) will neither be paid nor reimbursed by CWC.

Payments

4. Rail Transportation and Terminal Handling Charges will be paid by CWC to XXXX at the agreed rates (as mentioned in the Price Bid). The rates for rail transportation quoted by XXX may be escalated or reduced to cater for such increase/reduction in in Railway Charges by Indian Railways from time to time. The increase or decrease shall be exactly by the same amount as has been affected by the Railways in Rail Charges for haulage of 20' & 40' containers from the Port to Rail-siding and vice-a-versa on single stack basis (for this purpose the published Rail charges for the specific route/sector shall be shared by the XXXX on monthly basis from date of commencement of operations. The escalation in the agreed rates shall be applicable with effect from date of application by the party or from the date on which such escalation is done by the Railways, whichever is later.
5. CWC shall invoice the customers directly and shall be solely liable for collection of payments from the customers. XXXX will raise the invoice after the Port-out of the container in case of import and after Rail out in case of export. Terminal Handling charges shall be billed by the party after gating out the containers from Rail-siding.
6. CWC will make the payment of invoices raised by XXXX within fifteen (15) working days from the date of receipt of invoice. Any dispute in invoice is to be raised within 07 days of date of receipt of invoice else the invoice will be deemed as accepted and will be paid within above mentioned period.
7. All the invoices pertaining to this arrangement shall be made / billed upon respective CWC Regional Offices (mentioning respective GST No. of CWC CRT Unit). For Example, in case of export containers booked from Delhi NCR, the bills shall be raised upon CWC, RO, Delhi; invoices for import containers booked from JNPT shall be raised upon CWC, RO, Mumbai; invoices for import containers booked from Mundra/Pipavav shall be raised upon CWC, RO, Ahmedabad; invoices for Terminal

Handling charges shall be billed by the party upon CWC RO Delhi.

8. Although XXXX shall reasonably prioritize the evacuation of CWC's containers on best endeavour basis, evacuation timeline to be adhered shall be as mentioned at Clause 4.1 of the EoI and efforts shall have to be made to meet these timelines. CWC shall not be responsible for any accrued ground rent at gateway ports or any other penalties as such related to evacuation timelines. In the event that there is delay in evacuation of CWC imports from MDPT/ Pipavav / JN Port beyond free days, the ground rent incurred at Ports will not be payable by CWC; and in case there is any levy of penalty at Ports upon the Shipping Lines/ Customers, the same shall be payable by XXXX towards compensating the customers based upon any demand from CWC's customers.

9. XXXX has to submit a back-to-back indemnity bond duly indemnifying CWC from any losses that could accrue as a result of operations and handling by XXXX or its associates. The EXIM containers of CWC will not enter bonded facility of XXXX and XXXX will provide direct access to CWC to the rake handling area.

10. Operations and responsibilities for entire operations, irrespective of in-turn tie-up of XXXX with any other party, shall be solely with XXXX, who shall at all the times will be executioner of this agreement. Terminal operations activity will be as per Standard Operating Procedure to be decided with mutual consent.

11. Railway liaison as well as ICD and Port liaison shall be done by XXXX at all the locations.

12. XXXX shall pay for the operating expenses like-rail haulage charges, Terminal Access Charges (wherever paid), detention charges, stabling charges and other punitive charges incurred purely due to operations of the rakes under all conditions. CWC's liability towards payment shall be restricted to the extent of charges payable as per Price Bid.

13. In the case of Force Majeure, the case shall be dealt as under:

- (a) If the performance of obligations under this AGREEMENT is prevented, restricted or interfered with by reason of any contingencies which are the outside the control of a party, the party so affected shall not liable to perform the terms of the Agreement to the extent of such prevention, restriction or interference. Such contingencies are limited to flood, fire, earthquake, explosions, riots, act of terrorism, Acts of God, act of Government and war, whether declared or not or enemy action or strikes, civil commotion and similar events which are absolutely beyond the control of the party and shall not include aspect which merely increase the costs and expense of performance or aspect such as labour dispute, strike and employee's unrest.
- (b) The obligation to perform during the period of and under this Agreement shall arise again immediately upon the termination of contingency or such moderation of contingency so that performance is no longer prevented, restricted or interfered with.

- (c) Any party desiring to invoke force majeure shall notify the party of the occurrence of the contingency in question.
- (d) In the event of force majeure situation continues for a period exceeding 180 days, either party may terminate the agreement by giving 30 days of notice to the other party and at the expiry of the notice period of the agreement shall terminate for all intent and purposes.

14. For the mutual benefit of both the parties, the accounts will be reconciled on a monthly basis, CWC and XXXX will set a mutually convenient date in the last week of every month in the office of CWC at RO, Delhi to reconcile the account.

15. **Validity:** Terms of Agreement and validity of rates will remain applicable during the period of agreement i.e., 2 years from the date of signing of this Agreement, which can be extended for upto six months based on mutual consent of both the parties.

16. **Exit Clause:** Either Party may exit from this Agreement during its currency by serving 3 months' written notice to the other party.

17. Taxes and **Government** levies will be paid extra as applicable.

18. Security Deposit

18.1 XXXX shall furnish, within (10) business days of receiving the Letter of Award/Acceptance Letter from the Corporation, A sum equivalent to 5% of the Estimated Three Months Value of the Contract by way of an irrevocable and unconditional Bank Guarantee issued by any scheduled bank, which shall be enforceable till one year after the expiry of the Contract period. If requested by the Corporation, XXXX agrees to extend the validity period of the Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of this Contract is, for any reason, extended beyond such validity date. The bank guarantee shall be valid for one year after the expiry of Contract Period and/or one year after the early termination of the Contract, as the case may be. The format of Bank Guarantee is attached at APPENDIX-I.

18.2 The Contractor shall ensure that the Bank Guarantee issuing bank sends cover for Bank Guarantee (and/or confirmation about issuance of bank guarantee) issued through SFMS platform to the Corporation's 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 Corporation beneficiary code i.e. CENTRALW27112020 in

field 7037 of MT760 COV / MT767 COV.

The bidder 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.

19. (a) Amicable Resolution:

- i. Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause (b) 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 XXXX 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 XXXX 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, other parties may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the board of Directors of the XXXX or such persons nominated by them, for the time for amicable settlement. Upon such reference, the said 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 Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the Dispute to arbitration.

19 (b). ARBITRATION

- (i) 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 Reconciliation Act, 1996 and The Arbitration and Conciliation (Amendment) Act'2015 as amended from time to time.
- (ii) A party desirous of initiating arbitration shall give notice to other party of its intention " Arbitration Notice". Each party shall within 15 days of the receipt of the Arbitration Notice, appoint an arbitrator of his choice. Within 15 days of their appointment, the two arbitrators shall appoint a third arbitrator who shall preside over the arbitration proceedings.
- (iii) The venue of arbitration shall be New Delhi and all Arbitration

proceedings shall be conducted in English.

(iv) The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.

(v) The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 29.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

20. NOTICES

a. All notices, requests, demands and other communications required or provided for under this Agreement shall be caused to be delivered in writing at the following respective addresses of the Parties hereto:

In relation to the CWC:
Regional Manager,
ICD- Patparganj,
Near Ghazipur Village, New
Delhi - 110096

In relation to M/s XXXX

b. All notices shall be deemed to have been validly given on the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by mail or the expiry of seven (7) Business Days after posting, if sent by registered post.

c. A Party may notify the other party to this agreement to change to its name, relevant, addressee provided that such notice shall only be effective on:

- i. the date specified in the notice as the date on which the change is to take place or
- ii. 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.

d. Any notice (which shall in this article include any other communication) required to be given under this agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided be in writing in the English language.

21. WAIVER

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 to any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term and condition or the breach in the future or waiver of any other terms and conditions or breach of the agreement.

22. AMENDMENTS

No amendments, modifications or alterations of 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.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India. All disputes and differences arising out of or in connection with this Agreement shall be subject to the jurisdiction of the competent courts at New Delhi.

In witness whereof the parties hereto have set their hand the day and year first written above.

FOR AND ON BEHALF OF
Central Warehousing Corporation

FOR AND ON BEHALF OF
M/s XXXX

(_____)
CWC, Regional Manager, Delhi

(_____)

witness:

a. _____

b. _____

witness:

a. _____

b. _____

APPENDIX- I
BANK GUARANTEE

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

(Note: The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through 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. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.

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

c. Bank Guarantee submitted without these details shall not be accepted)

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 Kranthi Marg, Hauz Khas, New Delhi-110026 (herein after referred to as "CWC").

WHEREAS M/s _____ (hereinafter referred to as "ICD 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 Transportation Of EXIM Containers From Gateways Ports To The Rail Head In Their Respective Facilities And/ Or Road Bridging From The Rail Head To ICD, Patparganj Or Vice Versa Contract at _____ (name of the Region)

WHEREAS the ICD Operator as per Clause No. 18 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 ICD 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 ICD Operator and notwithstanding any security of other guarantee that CWC may have in relation to the ICD 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 ICD 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 ICD 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 ICD 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 ICD 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 ICD Operator or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the ICD 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 ICD Operator. Failure of the ICD 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)
Full name and official address
with bank stamp

(Signature)
Full name and official address
with bank stamp

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

WITNESS No. 1

WITNESS No. 2



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[CWC RO-DLI0BUSS/113/2021-BUSINESS DLI](#)

Date: 10.11.2023

CORRIGENDUM NO. 1

Sub:- Expression of Interest for Rail transportation of EXIM containers to & from gateway ports to the rail head in their respective facilities and road bridging (optional as per discretion of CWC) from the rail head to ICD PPG and vice-versa.

Ref:- EOI Document Dated:- 02.11.2023

With the approval of the Competent Authority following Modifications / Clarifications are being made/ issued in/for Expression of Interest for Rail transportation of EXIM containers to & from gateway ports to the rail head in their respective facilities and road bridging (optional as per discretion of CWC) from the rail head to ICD PPG and vice-versa issued on 02.11.2023.

#	EOI Reference	Clause Content	Suggestions / Queries / Comments	Modification/ Clarification
M/S ALL (SI No. 1 to SI No.18) and M/s Trac1 (SI No. 19 to SI No. 22)				
1.	Clause 4.1 Page 5	Service Level Requirement - Timelines	<ul style="list-style-type: none"> Rail-out of containers from port after vessel discharge and transit time from port to concerned rail siding have dependencies on concerned port and Indian Railways. Hence Service Level Requirement - Timelines mentioned in this clause should be on best effort basis. Selected bidder shall endeavor to deliver the boxes as per timelines indicated by CWC. 	Cannot be accepted, however, the timelines as mentioned in the Service Level Agreement shall have to be adhered by the Service Provider. In case of any deviation due to any reasons beyond control of Service Provider will be deliberated on case-to-case basis.
2.	Clause 4.2 Page 6	4.2 The bidders willing to offer road transportation services on the same night to the facility/rail head for onward transportation.	We suggest the following: 4.2 The bidders willing to offer road transportation services on the same night/next day to the facility/rail head for onward transportation.	It is clarified that Same night means/ next day means before 06.00 Hrs of corresponding day of the day in which Job Order is issued.
3.	Clause 8.1 (a) Page 8	An Applicant can be disqualified if the Applicant: (a) Does not meet the technical requirement for execution of services being	<ul style="list-style-type: none"> Kindly specify the technical requirement to be met by the bidder. Please also specify supporting documents to be attached with respect to technical requirement. 	The party must meet the Purpose of EOI mentioned at Clause No. 3 and accepts to the Service Level Requirement- Timelines mentioned at Clause No. 4.



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		offered.		
4.	Clause 9.2 Page 8	The prospective bidders have the option to bid for either Rail Transportation or Road transportation or both.	<ul style="list-style-type: none">We understand that bidders can quote for rail transportation and terminal handling, and it is not mandatory for the bidder to quote rates for road transportation services. Please confirm if the understanding is correct. If the bidder is not quoting rates for road transportation services, please advise if relevant column in Annexure II regarding Road Transportation should be deleted or cell should be kept blank or with remark as "NA".	Please read as " The bidder has the option to bid for Rail Transportation or Rail Transportation and Road Transportation. " It is clarified that If the bidder is not quoting rates for road transportation same can be filled "NA"
5.	Clause 9.5 Page 9	9.5 Also, the arrangement for road transportation shall be quoted accordingly.	1. Provision for diesel escalation should be provided.	Accepted, Diesel escalation on rates of Road transportation shall be provided as per details attached in Annexure-I.
6.	Annexure I Point 8 Page 10	Signed and Stamped copy in all pages of EOI Document by the Authorized Representative	<ul style="list-style-type: none">Please confirm if this clause refers to Annex 1 & 2 or the entire EOI document.Please confirm if this clause means that signed and stamped copy of EOI document to be submitted as part of proposal by the bidder.	This refers to the entire EOI document alongwith Corrigendum issued by this office.



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7.	Annexure II Price bid Format Pages 11 to 13	PRICE BID FORMAT	<ul style="list-style-type: none">We intend to levy surcharge on higher weight containers (i.e. 20ft Containers weighing more 27MT and 40ft containers weighing more than 30MT). Can these be mentioned as part of notes?	No, cannot be accepted. Also again informed that conditional bids shall be summarily rejected.
8.	Annexure III Draft agreement Clause 4: Payment Page 16	Rail Transportation and Terminal Handling Charges.....whichever is later	<ul style="list-style-type: none">In case Indian Railways modifies rail haulage, the selected bidder should be permitted to modify Rail Transportation rates wef from the date from which rail haulage by Indian Railway has been changed.	No, cannot be accepted.
9.	Annexure III Draft agreement Clause 6 Page 16	Any dispute in invoice is to be raised within 07 days of date of receipt of invoice else the invoice will be deemed as accepted and will be paid within above mentioned period.	<ul style="list-style-type: none">If the undisputed invoices are not cleared within the agreed timeline, then CWC shall be liable to make the payment with interest on delayed payment @12% per annum from the due date till the date of credit in the XXXX account.	No, cannot be accepted. However, CWC is paying bills to it's contractors and Service providers in a time bound manner.
10.	Annexure III Draft agreement Clause 8 Page 17	8. Although XXXX shall reasonably prioritize the evacuation of CWC's containers on best upon any demand from CWC's customers.	We suggest following modification: <ul style="list-style-type: none">.....in case there is any levy of penalty at Ports upon the Shipping Lines/ Customers, the same shall be payable by XXXX only if it is due to gross negligence or willful default of the XXXX and not due to Port congestion or any force majeure event.	EOI condition shall prevail, However it is clarified that any claim received from Customer/ Shipping Line shall be reviewed on case-to-case basis.



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11.	Annexure III Draft agreement Clause 9 Page 17	XXXX has to submit a back-to-back indemnity bond duly indemnifying CWC from any losses that could accrue as a result of operations and handling by XXXX or its associates.	We suggest following modification: XXXX shall be liable to indemnify only for direct and actual losses arising due to proven gross negligence of XXXX or its associates.	No, cannot be accepted.
12.	Annexure III Draft agreement Clause 9 Page 17	The EXIM containers of CWC will not enter bonded facility of XXXX and XXXX will provide direct access to CWC to the rake handling area.	<ul style="list-style-type: none">ICD Loni is a CWC bonded facility including the railway lines.Hence CWC as custodian should take Customs permission for handling ICD PPG cargo at ICD Loni rail siding. We suggest that said clause should be dropped or appropriately modified.	It is clarified that xxxx shall ensure to offload/handle the rakes carrying CWC boxes in domestic area wherever xxxx has domestic area in its possession or at raily siding. However, in such a case, the rake handling area fall within notified area, xxxx will have to ensure and arrange for necessary permission at their siding for exiting/further transport from Rail siding to ICD PPG (CWC shall provide necessary support in terms of co-requesting the CUSTOMS). In the case of Loni, which is CWC's own siding, CWC shall arrange for the requisite permissions.
13.	Annexure III Clause 13 (c) Page 18	Any party desiring to invoke force majeure shall notify the party of the occurrence of	<ul style="list-style-type: none">Please specify the time period within which affected party has to notify the other party for the occurrence of the contingency.	The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration



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		the contingency in question.		thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible.
14.	Annexure III Clause 13 (d) Page 18	In the event of force majeure situation and purposes.	<ul style="list-style-type: none">In the event of termination, CWC shall pay to XXXX all charges due and payable under this Agreement till the date of termination.	It is understood, no change is required in Agreement condition.
15.	Annexure III Clause 18 Page 18	Security Deposit 18.1 XXXX shall furnish, within (10) business days of receiving the Letter of Award/Acceptance Letter from the Corporation, A sum equivalent to 5% of the Estimated Three Months Value of the Contract ... the case may be. The format of Bank Guarantee is attached at APPENDIX-I.	<ul style="list-style-type: none">CWC is a customer for the selected bidder with respect to rail transportation and terminal handling services.The selected bidder shall raise an invoice on CWC for services rendered and CWC shall make payment within 15 days as per Annexure III Clause 6.As per normal contractual terms, Bank Guarantee is sought by service provider from customer to safeguard their exposure with respect to outstanding invoices.Hence, submission of BG by a selected bidder to CWC is not justified and should be dropped.	Cannot be accepted.
16.	Annexure III Clause 18 Page 18	Security Deposit 18.1 XXXX shall furnish, within (10) business days of receiving the Letter of Award/Acceptance Letter from the Corporation, A sum equivalent to 5% of the Estimated	<ul style="list-style-type: none">The clause doesn't capture return of bank guarantee.It is suggested to incorporate the event on the return of the BG to the XXXX.	The bank guarantee shall be valid for one year after the expiry of Contract Period /Liability period and/or one year after the early termination of the Contract, as the case may be.



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		Three Months Value of the Contract ... the case may be. The format of Bank Guarantee is attached at APPENDIX-I.		
17.	Appendix I Bank Guarantee Clause 2 Page 22	BANK GUARANTEE	<ul style="list-style-type: none">Please specify in which events the BG can be enforced.	For any claim/ penalty raised on CWC for non-performance of all obligations under the contract by the Service Provider.
18.	Other	Limitation of liability	<ul style="list-style-type: none">We suggest that the liability of XXXX for direct and actual damages, losses under this Agreement, should be capped to a certain amount.It is requested to cap the maximum liability of XXXX to value of the rail freight of the said container.XXXX shall not be liable for any indirect, special, consequential, exemplary, or incidental losses, damages or costs.	Cannot be accepted.
19	Clause 15. Page No. 18	Terms of Agreement and validity of rates will remain applicable during the period of agreement i.e., 2 years from the date of signing of this Agreement, which can be extended for upto six months based on mutual consent of both the parties.	We would also request the validity of the contract be extended to 3 years.	Cannot be accepted.



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20	Point 4-1 Page No. 5	Service Requirement Timelines	Level		Already replied at SI No. 1
				<p>(a) As you are aware, the movement of rakes is controlled by Indian Railways. While it will be our endeavor to coordinate closely with Indian Railways to ensure efficient timelines, however, the same cannot be guaranteed by the CTO. Therefore, the CTO can also not be made liable to any penalty on the same.</p> <p>(b) Regarding the timelines for evacuation from the port (3 days from Mundra; 3 days from Pipavav; 5 days from JNP as mentioned on page 5) are also difficult to achieve due to reasons beyond the control of the CTO. However, we would humbly submit that the timelines be pegged to the free time offered by the port, and that which is currently mentioned in our existing terms. We/ CTO becomes liable to pay ground rent beyond the free time, which is a penalty to us. So, on best effort basis, we shall meet the SLA, i.e. current conditions/ SLA. Kindly consider the same.</p>	
21	Point 4.3 on page 6			"...without prejudice to the right of CWC to claim charges for delays/damage..." It is requested that such a claim/ penalty not be imposed on the as the CTO is already penalized by way of paying ground rent to the port or ICD for any delays in evacuation. And such claim against delay/damages should be specified with a cap of maximum value per container.	Already replied at SI No. 10
22	Point 9.3, page no. 8 of the EOI	Service Arrangement		to have fair competitive market volume distribution by CWC, single rail operator should be appointed for all three ports.	Cannot be accepted.



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आज़ादी का
अमृत महोत्सव

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The Corrigendum must be stamped and signed by the authorized representative and also be submitted by the bidders alongwith the bids.

Encl:- Annexure-I (Diesel Escalation)

Digitally signed by
NISHANT CHAND
KATOCH
Date: 2023.11.10
11:39:09 +05'30'
निशांत कटोच
(N.C Katoch)
Manager(Buss.)

Copy to:- 1. The Group General Manager(Comm), CWC, CO, New Delhi.
2. Manager-ICD, Patparganj.



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ANNEXURE-I

ROAD TRANSPORTATION CHARGES ESCALATION CLAUSE:

1. The Road transportation charges contracted shall remain operative throughout the contract period except for variation in diesel (HSD) prices which Central Warehousing Corporation (CWC) on Service Provider's request will increase/decrease at **six** monthly frequency @ 0.3% for every 1% increase/decrease in base HSD (diesel) price due to any government notification etc. duly supported by documentary evidence. **However, in case of decrease in base HSD (diesel) price, CWC will revise (decrease) the rates on its own as per the guidelines, which again will be at six months interval only.**
2. First rate revision would be done only after (06) **SIX** months of commencement of contract, w.e.f. 1st of the month following completion of (06) **SIX** months of commencement of contract. Subsequent rate revisions would be after (06) **SIX** months interval thereafter. For instance, if a contract commences for a period of four (4) years on, say, 16th April 2019 there will be seven rate revisions due during (4) four years period. 1st rate revision would be due w.e.f. 1st Nov 2019, 2nd w.e.f. 1st May 2020 and 3rd w.e.f. 1st Nov 2020, and so on.

The rate revision would be regulated by the following formula:

For 1st rate revision

$$\% \text{ increase in contract rates} = (P_1 - P_B) / P_B \times 100 \times 30/100$$

where

P₁ = HSD price on 1st of the month following completion of initial **five** months of contract (as applicable in city of contract); and

P_B = Base HSD price on the last date of submission of Bid (in the city of contract).

For subsequent six-monthly rate revisions

$$\% \text{ increase in contract rates} = (P_N - P_{N-1}) / P_{N-1} \times 100 \times 30/100$$

where

P_N = HSD price on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and

P_{N-1} = HSD price on 1st day of the previous month of (n-1)th escalation (as applicable in the city of contract).

Illustration:

Suppose the HSD price on the date of submission of the tender mentioned above was Rs.42.20 per liter and it is Rs.45.20 per liter on 1st October, 2011. According to the formula, percentage increase in contract rates will be as under:

For 1st rate revision (w.e.f. 1.11.2011)

$$= (P_1 - P_B) / P_B \times 100 \times 30/100$$



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अमृत महोत्सव

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केंद्रीय भंडारण निगम

(भारत सरकार का उपक्रम)

CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन-जन के लिए भंडारण / WAREHOUSING FOR EVERYONE



$$(45.20 - 42.20) / 42.20 * 100 * 30 / 100$$

= 2.13% i.e. an increase of 2.13% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

For second six monthly rate revisions w.e.f. 1st May, 2012, let the HSD price as on 01.4.2011 be Rs.42.12 per liter. Then, in this case:

$$= (P_N - P_{N-1}) / P_{N-1} \times 100 \times 30 / 100$$

$$= (P_2 - P_1) / P_1 \times 100 \times 30 / 100$$

$$= (42.12 - 45.20) / 45.20 \times 100 \times 30 / 100$$

= -2.04% i.e. a decrease of 2.04% over the rate accepted during the previous revision.

(Note: For the purpose of change, the rates of diesel as prevalent as on 1st of the previous month would be considered, e.g. if the escalation is due on 1st November, 2010 the diesel rates prevalent as on 1st October 2010 would be considered, and so on.)

The same would be applicable only in case of Road Transportation charges.

Email

RO Delhi Business Section

Re: EXTENSION OF LAST DATE OF EOI BID SUBMISSION ISSUED BY CWC EOI DATED:- 02.11.2023 FLOATED FOR FOR RAIL TRANSPORTATION OF EXIM CONTAINERS

From : RO Delhi Business Section <rodlibus.cwc@cewacor.nic.in> Fri, Nov 10, 2023 01:37 PM
Subject : Re: EXTENSION OF LAST DATE OF EOI BID SUBMISSION ISSUED BY CWC EOI DATED:- 02.11.2023 FLOATED FOR FOR RAIL TRANSPORTATION OF EXIM CONTAINERS
Cc : Regional Manager Delhi <rmdli@cewacor.nic.in>, CWCICD PPG <cwcicd-ppg@cewacor.nic.in>, RAKESH RANJAN RAKESH RANJAN <rakeshranjan.cwc@cewacor.nic.in>
Bcc : palwalops@hindterminals.com, htpldelhi@hindterminals.com, vivek@icraindia.com, Manish Sharma <Manish.Sharma@dpworld.com>, Bindu Sharma <Bindu.Sharma@dpworld.com>, Gaurav jain <Gaurav.jain@dpworld.com>, Sachin Kumar <Sachin.Kumar@dpworld.com>, satnam chawla <satnam.chawla@hindterminals.com>, prakash tyagi <prakash.tyagi@gatewaydistriparks.com>, rahul bhagwat <rahul.bhagwat@adani.com>, mail@gatewaydistriparks.com, Ritesh Chopra <Ritesh.Chopra@adani.com>, ashu@concorindia.com, manish sharma <manish.sharma@dpworld.com>, icdgarhaharsaru@gmail.com, dadri@concorindia.com, kachruarun@actlindia.com, suneel bakshi <suneel.bakshi@hindterminals.com>, venkat@concorindia.com, acc@trac1.in, hjoshi@trac1.in

Sub:- Extention of due date for submission of bid for Expression of Interest for Rail transportation of EXIM containers to & from gateway ports to the rail head in their respective facilities and road bridging (optional as per discretion of CWC) from the rail head to ICD PPG and vice-versa.

Ref:- CWC EOI Dated:- 02.11.2023

Sir/Madam,

With the approval of the Competent Authority, the due date for EOI and bid submission has been extended to 14.11.2023 upto 03.00 PM. The opening of bid will be on 14.11.2023 at 03.30 PM.

सादर धन्यवाद

(निशांत कटोच)
(व्यापार अनुभाग)
केंद्रीय भंडारण निगम,
क्षेत्रीय कार्यालय, दिल्ली।
कृपया पेड़ बचायें । यदि आवश्यक हो तो ही प्रिंट निकालें ।

From: "RO Delhi Business Section" <rodlibus.cwc@cewacor.nic.in>
Cc: "Regional Manager Delhi" <rmdli@cewacor.nic.in>, "CWCICD PPG" <cwcicd-ppg@cewacor.nic.in>, "RAKESH RANJAN RAKESH RANJAN" <rakeshranjan.cwc@cewacor.nic.in>
Sent: Friday, November 10, 2023 11:45:51 AM
Subject: CORRIGENDUM ISSUED BY CWC EOI DATED:- 02.11.2023 FLOATED FOR FOR RAIL TRANSPORTATION OF EXIM CONTAINERS

Sir,

Please find the attached Corrigendum for EOI floated by CWC for Rail transportation of EXIM containers to & from gateway ports to the rail head in their respective facilities and road bridging (optional as per discretion of CWC) from the rail head to ICD PPG and vice-versa.

सादर धन्यवाद

(निशांत कटोच)

(व्यापार अनुभाग)

केंद्रीय भंडारण निगम,

क्षेत्रीय कार्यालय, दिल्ली।

कृपया पेड़ बचायें । यदि आवश्यक हो तो ही प्रिंट निकालें ।
