

COST OF FORM RS.2000/-



CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

NEW DELHI

**Notice Inviting Tenders for Designing , Engineering, Erection ,
Commissioning and Operations of Tanks, Pipeline, Pumping along
with Heating with Boiler Facility for Handling of Rail borne Liquid
cargo at RWC, Pahleja(Bihar)**

Tender No. CRWC-II/RWC- Pahleja/SP/2018-19/1293 Dated 31.08.2018

TABLE OF CONTENTS

Chapter	Contents	Page No's
	Tender Notice	3 – 6
I	Introduction	7 – 14
II	Terms & Conditions of the Tender	15 – 27
III	Scope of Work	28 – 29

ANNEXURES

Annexure No.'s	Details	Page No's
I	Format of agreement	30 – 42
II	Check List	43 – 44
III	Format of Commercial / Price Bid	45
IV	Format of Bank Guarantee	46 – 47
V	Covering Format	48 – 49
VI	Format of Custody & Indemnity Bond	50 – 51
VII	Format of Non-Blacklisting Certificate	52
VIII	Draft Layout Plan of the Project	53

TENDER NOTICE

The Central Railside Warehouse Company Ltd. (CRWC) invites online e-Tenders under two bid system from professionally Competent and financially sound interested parties for Design, Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja (Bihar) as per the details given below for a period of fifteen years from date of commencement ,which is further extendable at the discretion of CRWC. The Successful L1 Contractor cum Service Provider shall execute a agreement with Central Railside warehouse Company Ltd. (CRWC) at, New Delhi for providing services to CRWC client's as per the enclosed scope of Work : -

Sl. No.	Details of Tender enquiry	
1.	Name of the RWC	Pahleja, Near Dehri On Sone
2.	State	Bihar
3.	Capacity	Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo.
4.	Sale/down loading of tender	From 1100 hrs. of 04.09.2018 To 1500 hrs of 25.09.2018
5.	Last date & Time of online submission of Tender	25.09.2018 upto 1500 hrs
6.	Date & time of online opening of Tenders (Technical Bid)	26.09.2018 at 1500 hrs.
7.	EMD Amount to be deposited	Rs. 05 Lakhs
8.	Date and Time of online submission of EMD & cost of tender form	Up to 1500 hours on 25.09.2018
9.	Security Deposit (in Rs.)	Rs. 25 Lakhs

Note & other details:-

1. Each Bidder shall deposit Rs. 5,900/- towards processing fee of tender document inclusive of Goods & Service Tax (GST) of 18% on or before 1500 hours of 25.09.2018 through e-payment system.

2. Bidder must upload digitally signed scanned copies of referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, then the EMD of the bidder shall be forfeited and he/they himself/themselves would disqualify for future participation in the tender of CRWC works for the next 05 (Five) years.

3. Bidder who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Govt, approved certifying agency i.e., Consultancy Services.

4. **DOWNLOADING OF TENDER DOCUMENT:** The tender document for this work is available only in electronic format which bidder can download from the website given under para 7.

5. **SUBMISSION OF TENDER:** Bidders shall submit their offer in electronic format on the website 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 CRWC will be out rightly rejected. Bidder will have also to submit tender cost through e-payment mode and EMD online through RTGS/NEFT mode only. The details of RTGS/NEFT is available on <https://crwc.euniwizard.com/>.

Duly digitally signed Price Bid as per schedule given in the Tender at **Annexure-III (Page 45)** shall be submitted through e-tender process only. The rate must be filled in words and figures.

6. The bidders who wish to download the tender form from website may ensure that they fulfill the requirement as mentioned under clause no. 16.0. (Page 12-13).

7. Tender form (Non- Transferable) embodying terms & conditions of the contract and other details can be downloaded from internet sites address for e-tendering activities <https://crwc.euniwizard.com/> and can be seen & downloaded from website www.cwac.in, CWC, website www.cewacor.nic.in & may also be seen at tender home website <http://www.tenderhome.com> and <http://www.eprocure.gov.in> against due payment of tender cost.

8. All such Tender documents downloaded from the website will be legally valid for participating up to its closure day/time.

9. Bidders who wish to participate in online tender have to register with the website through the “**New user registration**” link provided on the home page of <https://crwc.euniwizard.com/>. Bidders will create login ID and password on their own registration process.

10. The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the bidders are advised to get it renewed immediately.

11. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of technical bid, price bid and Excel format only.

12. Bidders should upload scanned copies of documents in support of their eligibility of the bid through General Documents provided in the website.

13. After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.

14. The tenders are to be submitted in two parts, part-I containing technical specifications and part-II containing financial offer i.e. technical bid and price bid through e-tender process only.

15. The cost of Tender form Rs. 2,000/- has to be paid for such downloaded tender form on or before the date & time as specified in the NIT through e-payment system/mode only. This fee is non- refundable and non-adjustable.

16. In case the EMD, cost of tender form and processing fee is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the tender shall not be considered further irrespective of the bidders claim that the same has been transferred to the aforesaid account but due to fault of the agency/ bank it is not credited.

17. Any clarification regarding online participation, they can contact:-

M/s ITI Limited (Govt. of India undertaking)

F-29, Ground Floor, Dooravaninagar, Bengaluru- 560016

Telephone No. (91)(80) 25660522

For local assistance may call following helpline No. at 011-49424365

(a) Mr. Shubhankar, Mobile No.: 9953107917

(b) Mr. Akhtar, Mobile No.: 9891233818

Tender containing page 1 to 44, 46 to 53 of this NIT is part of tender document. Page 45 is Financial Bid.

18. Intending Bidders are advised to visit the place of operations for acquainting themselves with the nature of work involved in their own interest before submitting the Tender.

19. Conditional Tender and the Tender not accompanied by the cost of Tender form and EMD shall be summarily rejected.

20. The Bidder should have an experience for a period of last three immediate financial years from the date of NIT i.e. 2015-16, 2016-17 and 2017-18 in the relevant field.

21. The cumulative gross turnover of the Bidder should not be less than Rs. 2,00,00,000/- during the three preceding financial years 2015-16, 2016-17 and 2017-18 from the business of handling Liquid cargo & civil/mechanical works along-with construction, erection & commissioning of pipeline project work duly certified by Chartered Accountancy firm.

22. It will be the responsibility of the tenderer to ensure that all the documents to fulfill eligibility criteria as per NIT/ tender conditions have been properly uploaded in the Uni wizard website well in advance on or before the last date & time for submission of the tender as stipulated in the NIT. No documents in physical form will be accepted. Any information received without proper documents uploaded in the website to satisfy eligibility criteria shall not be entertained.

23. All the documents uploaded in the website to satisfy eligibility criteria should be serially page numbered in the sequence to the documents sought to fulfill eligibility criteria so that the same can be linked properly.

24. CRWC reserves the right to reject any or all the Tenders without assigning any reason and does not bind itself to accept the lowest or any tender.

**Dy. GENERAL MANAGER
(L/O/M)**

Introduction

1.0 Central Railside Warehouse Company Ltd., (CRWC) has been incorporated under the Companies Act, 1956 for providing **transit** warehousing facilities to the Rail borne traffic at the RWC's located near Railway good shed on Pan India basis. Its main object is to provide complete logistics solution to its users through storage, delivery and distribution by road to the doorstep of the user both for inward & outward traffic. The warehousing facility at the RWC is of transit nature and not for long term storage.

CRWC at Pahleja is under possession of a total area of 82,820 Sq Ft. where CRWC has constructed and developed RWC for handling and storage of rail borne goods. Further, with the approval from Indian Railways, CRWC intends partnering with the interested party for Design, Engineering, Erection & Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne - Liquid Cargo at RWC, Pahleja (Bihar) as per the details given below for a period of fifteen years from date of commencement, which is further extendable by period at the discretion of CRWC. The Successful L1 Contractor cum Service Provider shall execute a contract/agreement with Central Railside warehouse Company Ltd. (CRWC) at, New Delhi for providing services to CRWC client's as per following scope of Work.

- 1.1 CRWC and the interested party for **Design, Engineering, Erection, Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja (Bihar)** shall have to follow all the Rules & Regulations of the Indian Railways for handling of the cargo in its letter and spirit.
- 1.2 This document shall be the integral part of the terms and conditions stipulated in the proposed agreement. This document is solely for use of the party who is interested for Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja(Bihar)
- 1.3 Submission of false, dubious, forged or tampered documents by the party shall lead to the disqualification of the tender and action as deemed fit (including fore-feiture of EMD) by the CRWC shall be taken against such erring party.
- 1.4 The party while submitting the proposal shall be deemed to have read and understood all the terms & conditions of the TENDER/ proposal for Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja(Bihar) which will be binding on him.
- 1.5 If any proposal is withdrawn, modified or any change made before its acceptance, the proposal shall be summarily rejected.

- 1.6 The proposal shall have to be submitted in electronic format on the website on or before the scheduled date and time as mentioned in NIT. No offer in physical form will be accepted and any such offer, if received by CRWC will be out rightly rejected.
- 1.7 CRWC reserves the right to reject any or all the proposals received at any time without assigning any reasons whatsoever at any stage during its process.

2.0 Site Visit:-

The interested party in his own interest must visit the RWC site to make an analysis, investigation and diligence study **of the utility of the facility available with reference to design and specification thereof and the suitability and adequacy of the said facilities for Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo** before submitting the proposal.

3.0 Scope of Use:-

The party and its Directors, Managers, Officers, Employees, Staff, Agents and bonafide visitors shall be at the liberty to use/inspect the facility during all times and on all days for the said premises subject to the CRWC/ Railways Laws and conditions regarding closure of the same on particular days.

4.0 Period of the contract.

Entire facility shall be under operation of the party for **a period of 15 years effective from initial date of handing over of the facility for operation/ handling of Rail borne liquid cargo.**

5.0 Confidentiality

This document is confidential to the party who has downloaded or applied for a copy of this document. So, all information provided to the party by CRWC, shall be treated as confidential by the party. The party shall undertake not to use or disclose any such information other than for the sole purpose of enabling the party to submit proposal for utilizing the space.

6.0 Status of the documents

This document is not an offer by CRWC to sell or part away its assets and facilities in the RWC but is only an offer to allow the party to apply for **Design, Engineering, Erection, Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo.**

7.0 Status of facility :

The premises and facility of the RWC have been developed and are owned by CRWC. The proposed agreement restricts the use of facility made available to the party for specific purpose and for uses which are supporting in nature for RWC operations. The party has to follow the Rules & Regulations of Indian Railways for handling of cargo at

the RWC in letter & spirit. No claim/damages shall be against the CRWC in the eventuality of termination/suspension of RWC operations owing to any violations of bid regulations. The continued beneficial use of the facilities will be conditioned by the efficient, safe and environmentally sound provisions of RWC services specified. **The operation will be so carried out by the party in the premises, so as to ensure that there is no cause of complaint from Railways.**

8.0 **Proposed Time Table :**

The important milestones regarding the submission of the proposal are as under:-

S. No.	Important milestones	Envisaged schedule
1.	Last date for online submission of proposal	Upto 1500 hrs on 25.09.2018
2.	Date of online opening of the proposal/Technical Bid	At 1500 hrs on 26.09.2018

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

9.0 **Submission of the proposal:- Two- Packet Tender :**

Information for pre-qualification:

Tenderer shall submit their offer in electronic format on the website on or before the scheduled date and time as mentioned in the NIT. **No offer in physical form will be accepted** and any such offer, if received by CRWC will be out rightly rejected. Bidder will have also to submit tender cost through e-payment mode and EMD online through RTGS/NEFT mode only. The details of RTGS/NEFT are available on <https://crwc.euniwizard.com/>.

Price Bid:

Duly digitally signed Price Bid as per schedule given in the Tender at **Annexure-III (Page 45)** shall be submitted through e-tender process only. The rate must be filled in words and figures.

10.0 **Initialing of the Proposal:-**

Each page of the proposal as specified in the NIT alongwith the documents to be submitted should be initialed/digitally signed by the authorized signatory of the party and uploaded in the website.

11.0 **Delivery of the Proposal**

On line as detailed in NIT. The date and time for opening of online price bid shall be informed to only such parties individually who stand Technically Qualified in pre-qualification bid and shortlisted.

12.0 Evaluation of the proposal:-

The proposal of the party shall be ranked on the basis of criteria given under point no. 21 of Terms and Conditions (Page no. 27).

13.0 Instruction to the party:-

All the interested parties should note the following:-

- a) The proposal that are incomplete in any respect or those which are not consistent with the requirements as specified in clause No. 16 shall be considered non-responsive and would be liable for rejection.
- b) All communications and information should be provided in writing and in English or Hindi language only. In case of availability of any other information/ documents being in other language than English/ Hindi, a translated copy thereof duly certified by the individual should be provided along with the proposal.
- c) All the communications & informations provided should be legible.
- d) No change of information to a proposal after its submission shall be accepted. However, CRWC reserves the right to seek additional information of clarificatory/ supplementary nature from the parties to the original technical bid proposal after its submission if found to be necessary, during the course of evaluation of the proposal if, otherwise, fulfills the minimum eligibility criteria, in furthering the finalization of Technical qualification/ competency. Non submission, incomplete submission or delayed submission of such information sought by CRWC as mentioned hereinabove will be a ground for rejecting the proposal in full.
- e) In case of registered partnership firm, the composition of the partnership firm and name of partners shall be disclosed with full details.
- f) In case of Company under Companies Act, 1956/2013, copy of Memorandum of Association & Articles of Association be submitted. The tender document must be signed by authorized person by company by way a Resolution (copy of Resolution with attested signatures of authorized officials be attached with)
- g) The party should authorize one person to represent the firm in his dealing with CRWC whose act/s shall be binding on the party.
- h) Submission of false, dubious, forged or tampered documents by the party shall lead to the disqualification of the proposal and action as deemed fit (including forfeiture of EMD) by the CRWC shall be taken against such erring party.
- i) If any claim made or information provided by the party in the proposal or any information provided by the party in response to any subsequent query of CRWC 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 CRWC at the time of evaluation of the proposal at its sole discretion.
- j) The party shall be responsible for all the costs associated with the preparation of the proposal. CRWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- k) The sufficient documents in support of information required to be provided under Annexure-II & elsewhere in the tender form must be submitted.

- I) Tenderers are required to disclose whether they are registered or not under "Micro & Small Enterprises". Micro and Small Enterprises are encouraged to apply against the tender. Procurement policy for Micro and Small Enterprises (MSEs), October, 2012, will be adopted, wherever applicable and in accordance with Government guidelines. As per policy, 20% of procurement of annual requirement of goods and services is earmarked for micro and small enterprises and a sub target of 4 % procurement of goods and services out of the 20 % is earmarked to MSE's owned by SC/ST enterprises. As per procurement policy, MSE's having valid Udyog Aadhar Memorandum shall be provided all the benefits available for MSE's. To reduce transaction cost of doing business, micro and small enterprises shall be facilitated by providing them tender sets free of cost, exempting micro and small enterprises from payment of Earnest Money, Tenderers submitting tenders under MSE's category shall produce the certificate of registration under MSE's category. Tenderers submitting bids under SC/ST category should furnish certificate of SC/ST status in the name of the proprietor (in case of proprietorship firm), partner/(s) with more than 50% stake (in case of partnership firm) and director/(s) with more than 50% equity stake (in case of limited companies).

14.0 Validity of the proposal:

The proposal shall remain valid for a period not less than 90 days from the last date of submission of the proposal. Non-adherence to this requirement will be a ground for declaring the proposal as non responsive and EMD would be forfeited in such a situation. CRWC may solicit the party's consent for extension of the period of validity and the party agrees to consider such a request. The request & response shall be in writing. A party accepting CRWC's request for extension of validity shall not be permitted to modify his proposal in any other respect.

15.0 Fees and deposits to be paid by the party along with proposal:-

15.1 Cost of Tender Form:

The cost of Tender form Rs. 2,000/- has to be paid for such downloaded tender form on or before the date & time as specified in the NIT through e-payment system/mode only. This fee is non- refundable and non-adjustable. However, MSME's having valid registration certificate are exempted from the payment of tender cost.

15.2 Earnest money Deposit (EMD):

Each tender must be accompanied by an EARNEST MONEY of Rs. 5,00,000/- (Rs. Five Lakhs Only) paid through RTGS/NEFT. Details of RTGS/NEFT are available on <https://crwc.euniwizard.com/>. Tenders not accompanied by Earnest Money shall summarily be rejected. Further, MSME's having valid registration certificate are exempted from the payment of Earnest Money Deposit.

The Earnest money shall be forfeited in the event of withdrawing or modifying the offer and/ or the terms & conditions thereof in any manner by the party before its acceptance/not taking over the works after acceptance of the proposal by the party. Failing to deposit requisite security amount by the due date and sign the agreement without prejudice to any other rights and remedies of the CRWC under the contract & Law.

EMD of those parties who are not taken as qualified on pre-qualification bid will be returned and their price bid will not be opened on line.

EMD of the unsuccessful parties shall be returned after finalization of the offer. No interest shall be payable on the amount of EMD in any case. The EMD of the successful party shall be refunded/adjusted after the party executes the agreement & furnishes the required security deposit in the form of Demand Draft or Bank Guarantee (BG).

15.3 Security Deposit:

The party shall deposit Rs. 25 Lakhs in within 15 days from the date of award of contract as interest free security deposit with CRWC in the form of Demand Draft issued by any Nationalized / Scheduled Bank in favour of "Central Railside Warehouse Company Ltd." Payable at New Delhi or in the form of a Bank Guarantee. The Bank Guarantee shall be issued by any Nationalized / Scheduled Bank in favour of "Central Railside Warehouse Company Ltd." in the format at **Annexure-IV**.

The Bank Guarantee shall be valid for the entire period of the facility under utilization and also for a minimum period of one year after the completion/ termination of the contract or till the settlement of any dispute under arbitration/ court, if any. The security deposit shall be refundable after vacation of premises by the party on satisfying all the terms and conditions and obtaining "No Objection Certificate" from the Terminal Manager. The security deposit shall be forfeited in the event of any breach of provisions/ conditions of the contract Agreement.

16.0 Eligibility criteria and documents to be submitted:-

Details of duly signed and scanned copies of documents required to be uploaded towards Technical Qualification (Technical Bid) for "**Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja (Bihar)**" are as under. Only that party, meeting the eligibility criteria specified below would be considered for evaluation.

- I. Earnest money deposit of Rs 5,00,000/- (Rupees: Five Lakhs only) in the prescribed manner through e-payment system/Mode within the date & time as specified in NIT. Further, MSME's having valid registration certificate are exempted from the payment of Earnest Money Deposit.
- II. Processing fee of Rs. 5,900/- (Rupees: Five thousand Nine Hundred only) in the prescribed manner as specified in NIT.
- III. The cost of Tender form of Rs. 2,000/- towards down loaded Tender form in the prescribed manner as specified in NIT. However, MSME's having valid registration certificate are exempted from the payment of tender cost.
- IV. The party having an experience of **handling liquid cargo in rake** of minimum 100 Rakes in last three immediate preceding financial years from the date of NIT i.e. 2015-16, 2016-17 & 2017-18 is only eligible for participating in the tender enquiry. Party May form a consortium with experience in Design, Engineering and Erection of similar nature

of Work. Lead of the Consortium shall be indicated whose financial Strength shall be evaluated as per Clause–VII or vice versa.

The certificate for actual work done **related to above experience** for handling of cargo should be obtained from the concerned users on whose behalf the work has been undertaken under the name, designation and stamp of authorized signatory be submitted.

- V. A certificate from the bankers about the financial status and credibility of the party showing solvency position of not less than Rs. 50,00,000/-. The certificate should be obtained after issue of NIT.
 - VI. Constitution of firm, if the party is not a sole proprietary concern, for partnership firm, a partnership deed; for a registered company its Memorandum of Association and Articles of Association.
 - VII. The party or consortium of firm should have a cumulative gross turnover of not less than Rs. 2,00,00,000/- during the three preceding financial years 2015-16, 2016-17 and 2017-18 from the business of handling Liquid cargo & civil/mechanical works along-with construction, erection & commissioning of pipeline project/similar work duly certified by a Chartered Accountancy firm. The audited copies of profit and loss A/Cs and Balance sheet be submitted.
 - VIII. Power of Attorney, duly executed in favour of signatory, authorizing him to sign all the documents/ proposals in case the party is not a sole proprietary concern. In case of registered Company, Company's resolution authorizing the person to sign the tender.
 - IX. A self certificate certifying that the person including sole proprietor firm/partnership firm/corporate entity are not black listed in any central/state Govt.PSU etc. as on date of submission of tender. The tenderer should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The tenderers / bidders those who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of tender and their EMD will be forfeited. (Format attached at Annexure VII)
 - X. Duly signed NIT (each page), as specified should be uploaded.
 - XI. A certified copy of PAN issued by Income Tax Authority.
 - XII. A certified copy of PAN based GST Registration.
 - XIII. Latest documentary proof regarding filing of Goods & Service Tax (GST) Return/ Challan copy for payment of GST with GST Authority be submitted.
 - XIV. The informations sought in Annexure-II be filled up properly and supporting documents be submitted.
- 17.0 HANDLING CHARGES for Design, Engineering, Erection, Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja (Bihar): -**
- 17.1 (A) The HANDLING CHARGES for Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for**

Handling of Rail borne Liquid cargo at RWC, Pahleja (Bihar) shall be on per Metric Tonne basis for the total Liquid Cargo handled at RWC, Pahleja (Bihar)

The entire area is to be handed over to the Tenderer. The HANDLING CHARGES shall be quoted by the Tenderer.

(B) Escalation Clause: The HANDLING CHARGES (VARIABLE) shall be subject to annual escalation of the quoted fee's on compoundable basis. First escalation shall be effective after completion of one year from the date of handing over the facility. Similarly second, escalation will be effective after completion of 2nd year and so on.

(C) The Goods and Service Tax (GST) will be payable extra by the party as per the applicable rates from time to time.

17.2 The successful bidder shall be paid FIXED & VARIABLE Charges quoted considering 8100 mt as minimum Guaranteed Volume or at actual whichever is higher as per the quantity handled.

17.3 Failure to adhere to the scope of work schedule will be termed as breach of the agreement. In such events, the agreement shall be terminated and party shall be blacklisted or suspended/ banned from participating in all future contacts with CRWC based on the merit of each case up to a period of five years without prejudice to any other right and remedy available to CRWC under the agreement & law. The decision of Managing Director shall be final and binding on the party.

18.0 Deployment of manpower:-

The deployment of man power shall be at the sole responsibility of the Service Provider at his own cost, But, it shall be obligatory on the part of the party that adequate and well trained manpower are deployed at RWC at all times during the period of agreement for smooth and efficient running of the facility and operation. Notwithstanding this, the party shall act under the overall supervision and guidance of CRWC/ Terminal Manager, RWC.

19.0 Legal obligations:-

The party will be obliged to observe all applicable laws relating to Indian Railways/Transportation/Labour Law and any other Law as applicable from time to time and will indemnify CRWC if it is found responsible for any breaches/violations committed by them.

The applicable laws will be governed according to the Laws of the Union of India & all disputes arising out will be subject to the jurisdiction of Delhi High Court.

TERMS AND CONDITIONS

GOVERNING SERVICE PROVIDER FOR DESIGN ENGINEERING ERECTON COMMISSIONING AND OPERATION OF TANKS, PIPELINE, PUMPING ALONG WITH HEATING WITH BOILER FACILITY FOR HANDLING OF RAIL BORNE LIQUID CARGO AT RWC PAHLEJA (BIHAR)

1) TERMS

- a) The term **Contract** shall mean and include the invitation to tender, incorporating also the instructions to bidders, the tender, its annexures, appendices and schedules, acceptance of tender and such general and special terms as may be added to it.
- b) The term **Service Provider** shall mean and include the person or persons, firm or company or a body corporate with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be.
- c) The term **Contract Rates** shall mean the rates of payment accepted by the CRWC.
- d) The term Company or the Central Railside Warehouse Company Limited (CRWC) wherever occurs shall mean Central Railside Warehouse Company Limited established under the Companies Act, 1956 and shall include its administrators, successors and assigns. It shall also be called **CRWC**.
- e) **RWC** is to function as part of railway goods-shed. The term **RWC** would mean and include Railside Warehousing Complex developed along-side the railway track at RWC, **Pahleja** and the entire Railway Goodshed at **Pahleja** Any other area which may be added later to the said Complex shall also be part of the **RWC**.
- f) The **Managing Director** shall mean the Managing Director, CRWC .New Delhi.
- g) The **Deputy General Manager** shall mean the **Deputy General Manager**, CRWC, New Delhi or any other officer discharging his duty.
- h) The **Manager** shall mean the **Manager concerned for Terminal Business**, CRWC, Corporate Office, New Delhi or any other officer discharging his duty.
- i) The **Terminal Manager, RWC** shall mean the **Manager incharge** of the Railside Warehousing Complex, CRWC and RWC, **Pahleja** or any other officer acting on his behalf.
- j) The **Services shall** mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties, services and operations as may be communicated by the Terminal Manager or any person authorized by him on his behalf.
- k) The term **Truck** whenever mentioned shall mean mechanically **driven** vehicle such as Lorry etc. and shall exclude animal **driven** vehicle.
- l) The term **liquid cargo** include crude edible oil, any other form of edible oil, etc.,

2) . Object of the Contract:

The Service Provider shall render all or any of the services given under Scope of Work together with such additional ancillary and incidental duties, services and operations as may be intimated by the Terminal Manager, RWC, **Pahleja** and are not inconsistent with these terms and conditions.

3). Parties to Contract:

a) The parties to the Contract are the Service Provider and CRWC, New Delhi and/or any other person authorized and acting on their behalf.

b) The person signing the tender or any other documents forming part of the tender on behalf of any person or a firm shall be deemed to warrant that his authority is to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the arbitration clause. **If on enquiry, it is found that concern has no such authority, the CRWC may without prejudice to other civil and criminal remedies terminate the contract and hold the Service Provider liable for all costs and damages.**

c) In case the Proprietor/Partner/Director of the Firm/Company participating in the tender enquiry is/are common Proprietor/Partner/Director of any other Firm/Company who have also submitted the tender against the same advertisement, the said Proprietor/Partner/Director has to furnish a self certificate declaring that he is the Proprietor/Partner/Director of another Company (name of the Firm/Company) participated in the tender enquiry.

d) Notices or any other action to be taken on behalf of CRWC will be given/taken by the Terminal Manager, **RWC, Pahleja**

4). Constitution of Service Provider:

a) Service Provider shall, at the time of submission of tender, declare whether they are sole proprietary concern or consortium or registered partnership firm or private limited company or a body corporate incorporated in India or labour cooperative society incorporated in India or Hindu Undivided Family. The composition of the partnership, names of directors of companies and names of the Karta of Hindu Undivided Family shall also be indicated. Similarly, in case of Labour Cooperative Society, the name of the Secretary, by laws and area of operation should be indicated. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the Service Provider in respect of the contract and whose act shall be binding on the Service Provider.

b) The Service Provider shall not, during the currency of the contract, make without the prior approval of the CRWC, any changes in the constitution of the firm, the Service Provider shall notify to the CRWC, the death/resignation of the partners/Directors immediately on the occurrence of such an event. **In the absence of receipt of such notice/approval, the CRWC shall have the right to terminate the contract as soon as it comes to know of it.**

5). Subletting:

The Service Provider shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of the CRWC. In the event of the Service Provider contravening this condition, the CRWC shall be entitled to rescind the contract and/or place the contract elsewhere on the Service Provider account at their risk and cost and the Service Provider shall be liable for any loss or damage which the CRWC may sustain in consequence or arising out of such replacing of the contract.

6). Relationship with Third Parties:

All transactions between the Service Provider and Third Parties who are in no way connected with as the clearance of rakes / wagons from the RWC Pahleja shall be carried out as between two principals. The Service Provider shall also undertake to make third parties fully aware of the position aforesaid.

7). Liability for Labour and/or Personnel engaged by the Service Provider:

a) All labour and/or personnel employed by the Service Provider shall be engaged by them as their own employees/workmen in all respects implied or expressed.

b) The responsibility to comply with the provisions of the various labour laws of the country such as Factory Act, 1948, Payment of Wages Act of 1936, Workmen's Compensation Act, 1923, Employee's Provident Fund Act, 1952, Maternity Benefit Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976 or any other Act, as amended from time to time, to the extent they are applicable to their establishment/workmen, will be solely that of the Service Provider. The CRWC in the capacity of principal employer will have every right to demand that the wages shall be disbursed to the workmen/employees of the Service Provider in the presence of their representative.

c) The CRWC shall be fully indemnified by the Service Provider against all the payments, claims and liabilities, whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other enactments of the country as they are at present or modified from time to time, to the extent they are applicable to the establishment/work in the CRWC.

d) The CRWC, shall have the right to deduct from bills any money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the condition of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or of deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non observance of the Act, Rules, Regulations and or by way of fulfillment of any obligation on the part of the Service Provider for strict observance of the provisions of the aforesaid laws.

e) The Terminal Manager, RWC, Pahleja shall allow the Service Provider, his agents, representatives or employees to enter the RWC premises for the sole purpose of rendering the said services for CRWC. The Service Provider shall agree and undertake to make good any loss or damage caused to the premises, goods, equipments and property by his agents, representatives or employees while

rendering the said services. However, it is clarified that the employees of Service Provider shall be deployed in the operational areas only. The Service Provider's employees without assigned job shall, under no circumstances, enter the RWC area/premises.

f) The Service Provider shall, at his cost, if required, provide his employees uniforms and identity cards as per instruction of the Terminal Manager. The laminated identity card with photographs should be signed by the Service Provider. In case, the Service Provider fails to comply with the provisions under this clause when demanded, the CRWC, New Delhi/ RWC, Pahleja will be free to do the needful at their risk and cost and recover such amount from the Service Provider.

g) The Service Provider shall not employ any person or labour below the age of 18 years in violation of Child Labour (Prohibition & Regulation) Act 1986. The Service Provider shall indemnify the CRWC from and against all claims and penalties, which may be suffered by CRWC for any person employed by him by reason of any default on the part of the Service Provider to observe and / or in the performance of provisions of the Employment of Children Act XXVI of 1938 or any re-enactment or modification of the same.

h) Under Rule 30 (i) of the Workmen's Compensation Rules, 1924 action will have to be taken by CRWC as principal employer on receipt of the notice of application for compensation on behalf of workmen or his legal heirs to inform the Labour Commissioner that the CRWC intends to claim indemnification from the Service Provider and get a notice of the claim served on him at once. Thereafter, it is for the Commissioner under Rule 39 (v) or any other rule if he awards any compensation to record the findings that the Service Provider is or is not liable to indemnify the principal. Once such finding is obtained by CRWC in its favour, the provisions of the contract, in the aforesaid revised clause VII (a) can be invoked by CRWC to adjust/set off such amount against any amounts due to the Service Provider by the CRWC on any other account. It needs no mention that such adjustments can be done only after determination by the Labour Commissioner of the liability of the Service Provider to indemnify the CRWC. Once the Labour Commissioner has passed this order under Section 12 (2) determining the liability of the Service Provider and the CRWC's entitlement to be indemnified by the Service Provider in respect of compensation, the CRWC can set off and adjust any amount of the Service Provider lying in its hands. If, however, no amount is available for such adjustments, the CRWC shall invoke the provisions of Section 31 of the Act and approach the Labour Commissioner to recover the amount due to CRWC from the Service Provider. There will be no need to file a separate civil suit against the Service Provider for such recovery.

i) The Service Provider shall be liable for making contributions in accordance with the provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under in respect of the labour employed by him. The Service Provider shall submit by the 5th and 20th of every month to the Terminal Manager, RWC, a statement showing the following in respect of the 2nd half of preceding month and the 1st half of the current month respectively.

1) The number of labours employed by him.

2) Their working hours

3) The wages paid to them.

4) The accidents, that occurred in the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and

5) The number of female workers who have been allowed maternity benefit and the amount paid to them.

j) In every case, in which by virtue of the provisions of sub-section 9(1) of section 12 of the Workmen's Compensation Act, 1923, the CRWC is obliged to pay compensation to a workmen employed by the Service Provider in execution of the contract, the CRWC shall recover from the Service Provider, the amount of the compensation so paid and without prejudice to the rights of the CRWC under sub-section (2) of section 12 of the said Act. The CRWC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the CRWC to the Service Provider whether under this contract or otherwise.

k) In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the CRWC is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or to incur any expenditure in providing welfare and/or health amenities required to be provided under the above said act and rules or under rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by CRWC's Service Provider , in case of failure of Service Provider , the CRWC shall recover from the Service Provider the amount of expenditure so incurred without prejudice to the rights of the CRWC under sub-section (2) of section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act. The CRWC shall also be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the CRWC to the Service Provider whether under this agreement or otherwise.

l) The CRWC shall not be bound to accept any claims against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of Contract Labour.

m) The Service Provider, where required shall obtain a valid licence under the Contract Labour (R&A Act), 1970 and the Contract Labour (R&A) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the contract.

n) The Service Provider shall pay to the labourers employed by him, either directly or through sub-service provider, wages not less than the fair wages, if any, or the "Minimum rates of wages" if any, notified by the Government of the State in which the work is carried out or as per the provisions of the Contract Labour (R&A) Act and the Contract Labour (R&A) Rules, wherever applicable. Besides, the Service Provider shall also be responsible to provide all basic facilities as envisaged under section 16 to 19 of the Contract Labour (R&A) Act, 1970.

o) In complying with the said enactment or any statutory modifications thereof, the Service Provider shall also comply with or cause to be complied with the Labour Regulation/ Enactment made by the State Government/Central Government from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deduction un-authorizedly made, maintenance of wage book or wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodicals, returns and all

other matters of like Act, whether the said legislation/enactment or any statutory modification thereof, are applicable or not.

p) Payment of wages to workers:

The Service Provider shall pay, not less than minimum wages, to the workers engaged by them on either time rate basis or piece rate basis for the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by appropriate authority from time to time. The Service Provider shall maintain necessary records and registers like wage book/slip, unpaid wages and Fines and Deductions etc., giving the relevant particulars.

q) Weekly off:

The Service Provider shall allow or cause to be allowed to the workers directly or indirectly employed in the work, one day's rest for six days continuous work and pay wages at the same rate as for duty.

r) The Service Provider shall be responsible to impart training on cargo handling for development of their skill and improving the efficiency level from time to time and shall extend full support in mechanization of handling operation at RWC.

8). Liability of Service Provider for losses etc, suffered by CRWC:

a) The Service Provider shall be liable for all causes, damages, demurrages, wharfages, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the CRWC due to the Service Provider negligence and unworkmanlike performance of any Service under this contract or breach of any terms thereof on their failure to carry out the work with a view to avoiding incurrence of demurrage etc., and for all damages or losses occasioned to the CRWC or in a particular to any property or plants belonging to the CRWC due to any act whether negligence or otherwise of the Service Provider themselves or their employees. The decision of the CRWC, New Delhi regarding such failure of the Service Provider and their liability for the losses etc., suffered by CRWC shall be final and binding on the Service Provider.

b) The CRWC shall be at liberty to reimburse themselves of any damages, losses, and charges caused or expenses suffered or incurred by them due to Service Provider negligence and unworkmanlike performance of services under the contract for breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the CRWC. In the event of the sum which may be due to the CRWC as aforesaid being insufficient the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the Security Deposit furnished or amount due/lying payable under any other contract by the Service Provider. Should this sum also being not sufficient to cover the full amount claimed by the CRWC, the Service Provider shall pay to the CRWC on demand, the remaining balance of the aforesaid sum claimed.

c) In the event of default on the part of the Service Provider in providing labour etc. and on their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the CRWC or any officer acting on its behalf, the CRWC without prejudice to other rights and remedies, reserves the right to recover by way of compensation from the Service

Provider a sum of Rs. 2000/- (Rupees Two Thousand Only) per day or the liquidated damages/losses suffered by the CRWC whichever is more which shall be in addition to his any other liability mentioned elsewhere in the Tender. The CRWC in its absolute discretion may determine loss/damage and the decision of the CRWC on the question whether the Service Provider has committed such default or has failed to perform any of such services efficiently and is liable to pay compensation and as to the quantum of such compensation shall be final and binding on the Service Provider.

d) Service Provider shall be responsible for the safety of the stocks at the time of handling operations being carried out i.e. when liquid cargo is unloaded from rail wagons and/or during transportation and vice versa.

The CRWC will be sole judge for determining, after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards, the liability of the Service Provider for such loss and amount will be recovered from them. The decision of the CRWC in this regard shall be final and binding on the Service Provider.

e) The Service Provider shall indemnify the CRWC against any loss, damage, destruction or deterioration of the goods or delay during handling on placement of wagons/rakes due to any negligence/default on their part or on the part of their employees /labourers or due to non availability of adequate safety aids with the labourers or due to pilferage of goods by their employees/labourers also by the carelessness, neglect, misconduct of their employees/labourers in their employment and any liability for payment of compensation by the CRWC to the users. The Service Provider shall pay all claims met and also litigation expenses if any incurred by the CRWC immediately on demand without any demur. The CRWC shall have the right to deduct the amount of such loss from any sum (including security deposits) then due or become due to the Service Provider under this contract or any other contract with it. The decision of CRWC shall be final and binding on the Service Provider in this regard.

f) Except otherwise mentioned in any other clause of the tender, the performance of the Service Provider shall, in addition, be assessed on the following parameters:

- (i) Non-supply of adequate machinery and labourers
- (ii) Failure to start handling operation
- (iii) Detention to rake / wagons beyond permissible free time
- (iv) Non-collection of spillage in time and its accounting/delivery/disposal (if and when desired by CRWC/RWC-Pahleja- Manager)
- (v) Failing to regularly maintain hygienic condition within the premises/rail track
- (vi) Failing to train the labourers to handle the stocks properly in accordance with instruction of the Terminal manager
- (vii) Non-compliance of labour laws or other applicable laws
- (viii) Non-supply of adequate staff as per instruction of the Terminal Manager in accordance with provision under agreement
- (ix) Failing to maintain all the stock records relating to RWC operation and furnishing to requisite information to the Terminal Manager in complete and on day to day basis.
- (x) Non-compliance of any instruction issued under the provisions of contract agreement to the satisfaction of CRWC

CRWC, in its absolute discretion and without prejudice to any other rights and remedies under this agreement, further reserves the right to impose the penalty as decided by the CRWC when the Service Provider fails to perform satisfactorily in respect of above. The decision of CRWC in this regard shall be final conclusive and binding on the Service Provider and shall not be called into question. The repetitive failure to improve the performance shall enable CRWC to terminate the contract as per the provisions of the contract agreement.

9). SET OFF:-

Any sum of money due and payable to the Service Provider (including security deposit refundable to them) under this contract may be appropriated by the CRWC and set off against any claim of the CRWC for the payment of any sum of money arising out of this or under any other contract, made by the Service Provider with the CRWC.

10). ACCOUNTS:-

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit and counter signature by the CRWC authorities or an officer acting on their behalf. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the CRWC.

11). VOLUME OF WORK:

The successful bidder shall be paid the charges quoted considering 8100 mt as minimum Guaranteed Volume or at actual whichever is higher as per the quantity handled. However, CRWC does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract as CRWC undertakes the work from the Service Providers on behalf of its users.

12. PAYMENT :

a) Payment will be made through 'e-payment' system by the CRWC on submission of bills in triplicate, duly supported by work certificates issued by the Terminal Manager, RWC or an officer authorized by him.

The following details shall be provided by the contractor cum Service Provider immediately after commencing the contract for e-payment.

1. Bank Account Number.
2. Name/Address of the bank.
3. IFSC Code of the Bank (for RTGS).

b) The Service Provider shall submit his bills on fortnightly basis i.e. for the period from 1st to 15th of the month and 16th to last day of the month or as per instruction issued from CRWC, CO, New Delhi from time to time. Liability period for Security Deposit shall be for a period of one (01) year after completion of the contract. It would be responsibility of the Service Provider to obtain 'No Demand Certificate' from the Terminal Manager, RWC, Pahleja. The process of refund of Security Deposit would start thereafter.

c) The tax rate as applicable from time to time under provision of the GST Act or any modified/revised version thereof, shall be deducted at source from the admitted bills / invoices of the Service Provider.

d) The Goods & Service Tax or any other Tax in lieu thereof levied by the Central Government from time to time on the Services rendered by the Service Provider to CRWC shall be paid by CRWC to the Service Provider over and above the Schedule of Rates, subject to the Service Provider submitting his Bills / Invoices thereof in the format prescribed under Goods & Service Tax Rules, or other relevant Laws, as the case may be. The Service Provider shall have valid registration with the Goods & service tax authority and shall quote the Goods & service tax registration No./Account Code in all the Bills.

NOTE:

1) The CRWC, may at its discretion make an 'On account' payment to the extent of 50% of the value of work done in case, where the Service Provider is not in a position to submit the bills due to operational or any difficulties, after the satisfactory performance of the services to be certified by the Terminal Manager.

2) The CRWC shall not be liable for payment of any interest on any bill outstanding for payment for any reason, whatsoever.

3) There are certain operations, which form part of a composite operation. These operations are to be carried out under specific circumstances; the need for the same will be determined by the Terminal Manager, RWC, **Pahleja** The decision of the Terminal Manager, RWC, **Pahleja** in this regard shall be final and binding on the Service Provider.

4) The rates quoted by the bidder and accepted by the CRWC and incorporated in the contract agreement will be governed by the schedule and terms of rates quoted in the price bid.

13. Laws governing the contract:

The contract will be governed by the laws of the Country in force from time to time. All disputes arising out of this contract/ tender will be subject to jurisdiction of **Delhi High Court**.

14. Blacklisting/ Debar:

The non performing/defaulting Service Provider may be Suspended / banned for trade relation/black listed/debarred for participation in future tender enquiry for the period upto 5 years based on the gravity of non performance/breach of any terms of the Contract/default of the Service Provider by the Managing Director of the CRWC whose decision in the matter shall be final and binding.

15. Other Terms:

1. The Service Provider shall provide round the clock operations at the railside warehouse complex by providing his own personnel and the supply of labour required for the transactions as per the requirement of the Terminal Manager at the RWC.

2. The Service Provider shall attend to rake/cargo clearance for onward delivery/dispatch to customer who have entrusted the work to CRWC and shall organize the entire transactions together with handling of liquid cargo mechanically/manually by deploying the requisite number of labour, staff and prescribed equipments as per the tender schedule.
3. Save as otherwise defined under the Definition of RWC, the area of operations would be RWC, **Pahleja**.
4. The Service Provider shall ensure delivery of cargo upto the Customer Location and will be responsible for the quantity delivered.
5. Cleaning, drying, filling etc. as per the directives of CRWC/RWC-Pahleja-Manager shall be deemed to be included in the relevant service and no separate remuneration for such will be paid on any account.
6. Any and all type of machine, pump, labour etc is to be provided by the Service Provider shall be deemed to be included in the relevant services and no separate remuneration will be paid for such carriages, unless otherwise provided for.

16. Cleaning: The Service Provider shall ensure to carry out the handling operations with utmost care to avoid any cleanliness issues pertaining to spillage of liquid cargo on railway tracks, platforms etc. No extra payment will be made for this operation. **No separate remuneration shall be paid for cleaning, track cleaning, collecting and removal of waste etc**

17. Deployment of Staff: The Service Provider shall deploy his own personal for all the handling transactions at RWC, **Pahleja** and maintain all the records. The Terminal Manager, RWC, may specify more or less number of personnel under each category depending upon the quantum of work. No extra remuneration would be payable to the Service Provider on this account.

18. The rate for handling of liquid shall be on the basis of RR quantity generated by the Indian Railway.

19. Other responsibilities of the Service Provider:

1. Service Provider shall carry out all items of services assigned or entrusted to him by the Terminal Manager and shall abide by all the instructions issued to them from time to time by the said officer. They shall render the service to the satisfaction of Terminal Manager together with such auxiliary and incidental duties, services and operations as may be indicated by the said Officer (s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and incidental not specifically provided for in the schedule of rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the schedule. The Service Provider shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill expected of him of ordinary prudence, as he possesses in the conduct of his activities.
2. The Service Provider shall engage competent and adequate supervisory staff and labour to the satisfaction of the Terminal Manager for ensuring efficient handling of the stocks and furnishing correct up-to-date position/information /progress of work, statements and accounts. The Service Providers shall be responsible for the good conduct of his employees and shall compensate the CRWC for losses arising from neglect, carelessness, want of skill or

- misconduct of themselves, their servants or agents or representatives. The Terminal Manager RWC shall have the right to ask for the dismissal of any employee of the Service Provider who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the Service Provider, their servants or agents or representatives shall be final and binding on the Service Provider.
3. The Service Provider shall inform the Terminal Manager RWC, the name of one or more responsible representative (s) authorized to act on his/their behalf in day to day working of the contract. It shall be the duty of those representative (s) to call on the office of Terminal Manager, every day generally to remain in touch with them to obtain information about the programmed of arrivals or dispatches to various recipients and other activities and to report the progress of handling work etc. and generally to take instructions in the matters.
 4. The Service Provider shall take adequate steps and necessary precautions to avoid wastage and damage of cargo during the handling operation. The Service Provider shall be liable for any loss, which the CRWC may suffer on account of Service Provider. The decision of the CRWC regarding such loss shall be final and binding on the Service Providers.
 5. The Service Provider shall obtain from the Terminal Manager particulars of consignments, expected to be received and /or proposed to be dispatched from/at rail heads as the case may be. The Service Provider shall collect the relevant Railway Receipts and arrange to provide delivery of consignments within the free time allowed by the railways.
 6. The Service Provider shall prepare necessary forwarding notes, risks notes form etc. in respect of consignment intended for dispatch by rail for which necessary wagon fee will also be deposited by him from his own funds (reimbursable by CRWC on actual) with the Railway in accordance with their rules.
 7. If any consignment received on 'freight to pay' basis, which of course would be on rare occasion, the Service Providers shall pay the freight charges in the first instant and then claim the same by "submitting a stamped and Pre-receipted bill supported by vouchers'.
 8. The Service Provider shall ensure before commencement of unloading of each wagon that the wagon seals are intact and if any wagon seal found to be tampered with, they shall bring the matter to the notice of Railway Representative. The Service Provider shall promptly report it in writing to the Terminal Manager.
 9. The Service Provider shall keep complete and accurate record/account of the cargo unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Terminal Manager and the Railway Authorities concerned.
 10. The Service Provider shall, as and when required, be also responsible for riveting and sealing of the outlets of wagons at the time of dispatch, or removing rivets or seals at the time of receipt.
 11. The Service Provider shall obtain clear railway receipt in respect of the consignments booked. If in any case, the customer/railways refuse to issue clear railway receipts, the Service Provider shall bring the matter in writing to the notice of the Terminal Manager before handling of wagons. Copies of all correspondence in the matter shall be sent by the Service Provider to the Terminal Manager. It will be the responsibility of Service Provider to ensure that the proper remarks/entries are made in the railway delivery book at the time of receipt/delivery as per railway rules from time to time.
 12. The Service Provider shall be responsible for handling the wagons/rakes/ within the **free period** allowed by the railways and also ensure delivery/dispatch expeditiously. The Service

Providers shall be liable to make good any compensation, demurrage/ Wharfage or other charge or expenses that may be incurred by the CRWC on account of delays in handling. The decision of the CRWC in this respect shall be final and binding on the Service Provider.

13. In every case, in which by virtue of the provisions of sub-section (1) of section 12 of the Workman's Compensation Act, 1923, the CRWC is obliged to pay compensation to a workman employed by the Service Providers, in execution of the contract, the CRWC will recover from the Service Provider the amount of the compensation so paid and without prejudice to the rights of the CRWC under sub-section (2) of section 12 of the said act, the CRWC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due from the CRWC to the Service Provider whether under the contract or otherwise.
14. In every case, in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Rules, the CRWC is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of a contract, or incur any expenditure in providing welfare and or health and required to be provided under the above said Act and Rules or under Rules framed by the Government from time to time for the protection of health and arrangements for workers employed by the Service Provider , the CRWC will recover from the Service Provider the amount of wages so paid or the amount of expenditure so incurred without prejudice to the rights of the CRWC under subsection (2) of Section 20 and Sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act. The CRWC shall also be at liberty to recover such amount or any part thereof deducting it from the security deposit or from any sum due by the CRWC to the Service Provider whether under this agreement or otherwise.
15. The CRWC shall not be bound to contest any claim made against it under Contract Labour (Regulation and Abolition) Act or Workmen's Compensation Act or any other similar Act in respect of Contract Labour as it would be the sole responsibility of the Service Provider. The Service Provider wherever required shall obtain all required and valid licence under the Contract Labour (R&A) Act,1970, and the Contract Labour (R&A) Rules before commencement of the work and shall continue to have a valid licence until the completion of the contract. The Service Provider shall pay to the labour employed by him wages not less than the 'fair' wages, if any, or the 'minimum rates of wages' if any notified by the Govt. of the state in which the work is carried out or as per provisions of the Contract Labour (R&A) act and the Contract Labour (R&A) Rules, where applicable.
16. All taxes/ levies/ fees / charges payable to the State Government/Local bodies etc. on the services to be performed under the contract shall be paid by the Service Provider and no claim what so ever shall lie against the CRWC on this account.
17. Service Provider shall not indulge in corrupt practices, failure to which shall be liable for penal action for such corrupt practices/ unfair means.
18. The Service Provider shall associate with the Terminal Manager in the process of marketing of RWC's facilities and development of the business operation of it. The performance of the Service Provider shall be based on his contribution in facilitating gainful utilization of the RWC facilities including his marketing efforts and increasing the turnover of stocks besides carrying out all the operation in hassle free manner as well as within permissible free time satisfying the terms and conditions of the contract.

20. ARBITRATION

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitrator or any person appointed by the Managing Director, Central Railside Warehouse Company Ltd; New Delhi. There will be no objection to any such appointment that the person appointed is an employee of the company/CRWC that he had to deal with the matters to which the contract related and that in the course of his duties as such employee of the company/CRWC he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is term of this contract that in the event of such Arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, Central Railside Warehouse Company Ltd. New Delhi; at the time of such transfer, vacation of office or inability to act or resigning for any reason, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Ltd; New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The Arbitrator shall give reason for his award. Provided further that any demand for arbitration in respect of any claim (s) of the Service Provider or CRWC under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the Service Provider shall be deemed to have been waived and absolutely barred and the company/CRWC shall be discharged and released of liabilities under the contract. The venue of arbitration shall be such place as may be fixed by the sole arbitrator in his sole discretion. The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the Service Provider shall be withheld on account of such proceeding. The cost of arbitration shall be borne by parties as per the decision of the Arbitrator. The Arbitrator shall give separate award in respect of each dispute of difference referred to him and shall give the reasons for his decision. Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause. **All disputes arising out of this contract/tender will be subject to jurisdiction of Delhi High Court.**

21. Criteria to find out lowest tenderer- L-1 will be decided on the basis of lowest rate arrived at after assigning escalation on Variable Rate for the assured quantity for the committed period. Additionally The Fixed Rate will be calculated for the assured quantity up-to the committed period for deriving the L1 Rate.

Rate Parameters	Assured Quantity Up to 15 years
VARIABLE Rate	Quoted Price
Escalation % value on VARIABLE Rate	Escalation % quoted on variable rate
FIXED Rate	Quoted Price / (8100 X 12 X 15)
Total Quoted Rates/MT (Variable with escalation + Fixed)	Rs...../MT

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001

SCOPE OF WORK

GOVERNING SERVICE PROVIDER FOR DESIGN ENGINEERING ERECTON COMMISSIONING AND OPERATION OF TANKS, PIPELINE, PUMPING ALONG WITH HEATING WITH BOILER FACILITY FOR HANDLING OF RAIL BORNE LIQUID CARGO AT RWC PAHLEJA (BIHAR)

1. Service Provider will be provided with required space/land under right of way/usage basis for laying of pipeline and creating storage and associated facility at CRWC's existing facility at RWC,Pahleja.
2. Right of Way (ROW) will be given by CRWC to the firms for transactions / handling of the Edible oil cargo, for unloading of cargo from rail wagons.
3. Right of Way on land outside the Terminal shall be arranged by successful Tenderer for Laying of Pipeline for connecting the Liquid Cargo to the Customer premises /tank /Pipelines as the case may be. The sole responsibility for operation and cargo delivered through outside premises will be the responsibility of the Tenderer.
4. The firm has to make their own arrangement for erection, commissioning of loading/ unloading arms in consultation with CRWC and in accordance with the permission given by Railway Authority.
5. Executing agency shall be allowed to execute the entire scope of work for unloading of Wagons within 180 days from the approval or signing of Agreement by CRWC.
6. The firm will be responsible for maintenance of all safety standards required under Rules & Regulations in vogue.
7. The firm will be responsible compliance of all rules and regulation as applicable regarding manpower and equipment deployed including insurance related compliance
8. The firm is required to get necessary clearance from the concerned authorities for the equipments installed as per the Rules & Regulations in vogue .
9. The equipments installed by operators should not affect the other operations of the Terminal. The facility shall be developed and operated as per requirement/ Rules & Regulations of the Indian Railways.
10. Agency executing the scope of work shall also be Handling Operator, who will be responsible for unloading of cargo within free time as applicable for Indian Railway and will be responsible for demurrage etc. for the rakes as per extant policy of Railways.
11. The investment required for design, Build, operation, maintenance for the facility shall be arranged by bidder through his own resource only. However, CRWC shall ensure performance guarantee amount agreed with its end user/ agency for protecting the investment made by the successful bidder. CRWC shall also arrange Monthly Minimum Guarantee of Cargo to be handled for its user to the successful party.
12. Agency also ensures for maintenance of this installed facility and deploy requisite manpower for the operating period.
13. The facility shall be used by successful bidder and they should not sublet on hire basis to other firms.
14. CRWC can call for additional documents to ascertain the credentials of the Agencies.

15. The agencies will indemnify CRWC at all times for any consequential losses whatsoever including third party.
16. After successful Completion of Extended Period of Agreement, entire facility will be transferred to CRWC.

ANNEXURE-I

STAMP PAPER OF Rs. 100/-

SERVICE AGREEMENT

BETWEEN

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED (CRWC),

AND

FOR

**Designing , Engineering, Erection , Commissioning and Operations of Tanks, Pipeline,
Pumping along with Heating with Boiler Facility for Handling and storage of Handling &
Storage of Edible Oil Traffic at RWC Pahleja (Bihar)**

This Service Agreement [hereinafter referred to as the “Agreement”] is entered into this -----th day of --
----- at New Delhi.

BETWEEN

Central Railside Warehouse Company Limited (CRWC), Central Railside Warehouse Company Limited (CRWC), having its registered office at Ground Floor, Pragati Maidan Metro Station Building, New Delhi - 110001 (hereinafter called CRWC) which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) of the **FIRST PARTY**

AND

-----, a company incorporated under the Companies Act, 1956 and having its Corporate office at -----(hereinafter referred to as -----) which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns of the **SECOND PARTY**

CRWC and ----- are hereinafter individually referred to as the ‘Party’ and collectively as “Parties”.

WHEREAS

- 1] Central Railside Warehouse Company Limited (CRWC) is premier Railside Warehousing Agency in India establishing under the Companies Act during 2007 with the objective to plan, develop, promote, acquire and operate Railside Warehousing Complexes/ Terminals/ Multi-modal Logistics Hubs on land leased from Railways or acquired otherwise. It is one of the biggest public Railside warehouse operators in the country offering logistics services to a diverse grouped clients. CRWC is presently operating 19 Railside warehouses across the country with storage capacity of more than 3 lakhs metric tons.
- 2] CRWC has been allocated land from Indian Railways at Pahaleja Halt station Distt Rohtas, Bihar for operating Railside Warehouse with Alpha code PHE and serving station Pahaleja on Sasaram- Dehri On Sone / Delhi -Kolkatta route of ECR/East Central Railway , Mughal Sarai Division.
- 3] CRWC has agreed to use part of railway siding particularly line no --- for laying of full length pipeline and storage, heating and pumping facility and related infrastructure facilities located at allocated land at this Halt station to handle Edible oil Traffic /Cargo for its customer.
- 4] The scope covers Edible cargo unloading, handling and storage and further delivery/dispatches through mechanized system.
- 5] This service agreement entered shall be irrevocable until the currency of this Service Agreement which is valid and applicable minimum for 15 years. CRWC disclosed that it has all the rights, requisite approvals to support this Service Agreement.

The parties have therefore, entered into this Service Agreement on the mutually agreed terms and conditions hereinafter specified.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained and other good and valuable consideration [the receipt and adequacy of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

NOW THIS AGREEMENT WITNESSTH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

DEFINITIONS

- 1.1 **“Agreement”** means this Service Agreement, as the same may be amended, supplemented, modified, assigned or novated from time to time in writing by the parties during the currency.
- 1.2 **“Approvals”** means all statutory, local or municipal consents, authorizations, approvals, licenses, linkages, permits, exemptions, notifications, concessions, acknowledgements, agreements, decisions, grant of certificate of registration or similar items required to be

obtained under any applicable laws or regulations for the legality, validity, enforceability or admissibility, in evidence of this Service Agreement.

- 1.3** “**Applicable Law**” means all laws, including rules, directions, guidelines, regulations and notifications made there under and having the force of law, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect in India during the subsistence of this Agreement;
- 1.4** “**Applicable Permits**” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the performance of this Agreement;
- 1.5** “**Change in Law**” means the occurrence of any of the following after the date hereof;
- [i] The enactment of any new Indian Law;
 - [ii] Repeal, modification or re-enactment of any existing Indian Law;
 - [iii] The commencement of any Indian Law which has not entered into effect until the date of agreement; or
 - [iv] A change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of application.
- 1.6** “**Commencement Operations Date**” or “**COD**” means the day from which CRWC commences handling/storage of cargo from CRWC’s Railway siding and other infrastructural Facilities at Pahleja, after submission of Security Deposits by End User.
- 1.7** “**Dispute**” shall have the meaning assigned to the term in Article 16.0 hereunder.
- 1.8** “**Contractor cum Service Provider**”, shall mean **Second Party**, its affiliates/Associates and /or Subsidiaries.
- 1.9** “**Traffic**” means the quantity of bulk goods/cargo moved in or out by Rail Wagons or Road Tankers in whatsoever size, for movement, and originating or terminating to/from CRWC’s Siding at Pahaleja Distt- Rohtas, for any destination/location within India.
- 1.10** “**Force Majeure**” shall mean events as described in Article 17.0 hereunder.
- 1.11** “**Financial Year**” shall be the period commencing on 1st April of one calendar year and ending on the 31st March of the next calendar year.
- 1.12** “**Government Authority**” means the GOI and any state or local Government in India and any political subdivision thereof;
- 1.13** “**IR**” mean **Indian Railways**

- 1.14** **“CRWC”** shall mean Central Railside Warehouse Company Limited, its affiliates/Associates and/or Subsidiaries.
- 1.15** **“Material Adverse Effect”** means any act or event which materially affects the ability of either Party to perform any of their respective obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.
- 1.16** **“MOR”** means Ministry of Railway;
- 1.17** **“Railway Act”** means the Railway Act, 1989 and any amendments thereof;
- 1.18** **“Railway Receipt [RR]”** means the receipt issued by Railway Administration on acceptance of goods and which entitles the consignee to the delivery of the goods at the Rail Terminal at which the train terminates or destined;
- 1.19** **“Termination Date”** means the date on which Termination occurs, in accordance with the provisions of this Agreement.
- 1.20** **“East Central Railway” or ECR:** The Zonal Railway of Ministry of Railways headquartered at Hajipur, Bihar.

2.0 Interpretations:

- [a] The recitals of this Service Agreement form an integral part of the operative provisions of this Service Agreement and references to this Service Agreement shall, unless the context otherwise requires, include references to the recitals.
- [b] The purpose of the titles and sub-titles in this Agreement is only for convenience and these titles or sub-titles are not to be considered in order to interpret this Agreement.
- [c] The reference to any agreement, deed or other instrument is to be construed as a reference to that agreement, deed or other instrument as it may have been or hereafter be from time to time, amended, varied, supplemented restated or novated.
- [d] References to statutes or statutory provisions include references to any orders, rules or regulations, bye-laws made there under and references to any statute, provision, order or regulation include references to that statute, provision, order rule or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof [subject as otherwise expressly provided herein] and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute, provision, order or regulation.
- [e] Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include other gender.
- [f] Unless otherwise expressly stated herein, references to time shall be to the Indian Standard Time.

3.0 Undertakings of the Parties

Each Party undertakes to the other Party that it shall:

- a. Act in good faith;
- b. Ensure that its representatives act in good faith and do all necessary acts, deeds, matters or things in furtherance of the objectives of this Agreement.
- c. Promptly take all reasonable actions required by law, or as may be reasonably required by the other Party or as may be considered necessary or desirable in order to carry out the intent and accomplish the purposes of this Agreement.

4.0 Conditions Precedent

CRWC agrees to handle this bulk traffic at CRWC's Siding at Pahleja District Rohtas, based on the following terms and conditions:

- a) Arrange for the requisite statutory approvals from Railway and any other statutory authority.
- b) Second party to deposit a sum of Rs. 25 Lacs as interest free Security Deposit for faithful performance of the contract in the form of DD/BG with a validity of the entire period of the facility under utilization and also for a minimum period of one year after the completion/ termination of the contract or till the settlement of any dispute under arbitration/ court, if any.

5.0. Scope of Agreement

5.1 **Second party** shall use CRWC Siding & related infrastructure for the handling and storage of Liquid cargo traffic detailed as hereunder.

- a) All types of edible oil, crude and their caleavage products.
- b) Any finished product i.e Vanaspati, Refined Vegetable oil, Bakery Products, Margine etc.
- c) Crude Palm oil and its Fractions, soya oil and other type of vegetable oils & their by-products etc.

5.2 **Second party** shall store cargo up to 3000 MT at any time in the Tank storage being created at its Railway Siding. It shall handle the incoming edible oil primarily BTPN rakes.

5.3 **Second party** may arrange to provide additional storage for Liquid cargo/ traffic on a regular basis over and above the cargo/traffic permitted to be stacked as per clause 5.2 at mutually agreed charges and terms and conditions.

5.4 **Second party** shall carry out following activities on behalf of CRWC:

- a) As per the weather requirement arrange heating of cargo for effective unloading in time as per Indian Railway rule.
- b) Storage of cargo in the tank at terminal as per requirement of user & also carry out documentation, weighing of cargo as per Joint Procedure order agreed between the two companies.
- c) Submission of Daily inventory report as per agreed format.

- 5.5 The end User (Customer) shall be responsible for making payment of freight to Indian Railways as per extant rules for movement of its Traffic and deposit/surrender RR beforehand of start unloading of the Cargo at siding. In case of delayed delivery of RR the indemnity shall be furnished by customer as per IR extant policy.
- 5.6 Demurrage Charges or any other penalty levied by Indian Railways related to handling of rakes shall be to second party account at CRWC siding.
- 5.7 **Second party** shall be responsible for correctness of declared weight and description of products loaded on the wagons to Indian Railways as per RR. In case any penalty is levied by Railways for overweight charges or mis-declaration of any other product or class or underpayment to Indian Railways, same shall be borne by **Second party**. However, CRWC will help/ guide **Second party** the correct process/ procedure.
- 5.8 **Second party** shall start the construction of facilities immediately on signing of agreement and deposit of the interest free advance security deposit for faithful performance of the agreement and make its best effort to complete the commissioning of the facilities within 180 days from the date of agreement.

6.0. Working Arrangement and terms for handling of Cargo

- [a] **Second party** shall depute its authorized official for proper accountability, receipt and dispatch formalities etc from CRWC's storage area.
- [b] At Port/Originating end or any other end from where cargo is loaded on to the rakes, all the responsibility of loading of cargo, tallying with the storage agency, survey of the cargo etc shall be that of the customer.
- [c] Under circumstances that require the cargo to be moved to CRWC's Siding premises by road, arising out of any urgency and/or constraints on the part of customer, Customer shall make arrangement for placement of tankers for bringing the cargo to CRWC storage tanks at their own costs and responsibility.

7.0. Annual Guaranteed Traffic

Starting from financial year during which contract is awarded, the Annual Guaranteed Traffic shall apply as 8100 MT Per Month (ie. 97200 MT per annum), subject to the conditions stated in Article No. 8.2 getting fulfilled.

The Traffic given in the above is indicative and the actual movement of Traffic is not limited to the quantity specified above, and can exceed.

8.0. Fee

8.1 CRWC agrees to pay the following charges towards the cargo being moved and handled at CRWC siding:

CRWC shall pay a lumpsum Fee of Rs..... per MT plus GST as applicable for the actual tonnage of material handled/ stored at CRWC's Siding.

8.2 In case actual Traffic falls short of the Annual Guaranteed Traffic in a year as mentioned in Article 7.0, CRWC may compensate the party on mutually agreed terms & conditions for the quantity as mentioned in Article 7.0. This exercise shall be done immediately after completion of the every six months period on a pro rata basis. However, it will be reconciled on annual basis.

9.0 Escalation

Out of the above charges mentioned in Article 8.0 an escalation as quoted in price bid (on Variable charges only) will be applicable and thereafter the escalation will be given on year to year basis on compoundable basis.

10.0 Payment Terms and Condition

[a] CRWC shall pay to **Second party** their monthly charges, as per Article 8.0 above, within thirty working days of submission of the said invoices by **Second party**.

[b] All payments shall be made through NEFT/RTGS/e-payment to the **Second party**.

11.0 Security Deposit

- i. **Second party** shall pay, within 15 days from the date of award of contract, an amount of Rs. 25 Lakh [Rupees Twenty Five Lakh only] in the form of Demand Draft / Bank Guarantee drawn on Nationalized Bank/ schedule bank in favor of CRWC towards performance security, with a validity of entire period of agreement as defined in the clause 14.0 of agreement.
- ii. The interest free Security Deposit of Rs. 25 Lacs given by **Second party** shall be refunded after the completion of the contract period as defined in Article 14.0 of the agreement.

12.0 Rights and Obligations of parties**General Obligations of the Parties under this Agreement**

Subject to this Agreement and Applicable Laws, the Parties hereby undertake to do the following;

- [a] To perform and fulfill all of its obligations under this Agreement;
- [b] To comply with all obligations and safety standards prescribed under the Railway Act, 1989.

- [c] To keep the assets of CRWC in a proper working condition.
- d) **Second party** shall adhere to working procedure of CRWC's for movement of its cargo /traffic or handling of traffic at CRWC siding.
- e) Last mile transportation of cargo, if required, shall be arranged by Customer. **Second party** shall only make arrangements for loading of vehicles as per program to be given in advance.

13.0 Obligations of Second party

- [a] By using CRWC's Siding, **Second party** shall neither have any right of ownership nor shall have any claim or any such right over the CRWC's Siding or any of its portions. As the Storage Tank is being developed for the purpose of storage of cargo, prior consent will be taken before using the Storage Tank.
- [b] Any damage to site and CRWC's Siding/third party property during movement of Trailers/ Trucks deployed by Customer, due to any fault on part of Customer and/or their operators or deployed agency or individuals/manpower, shall be to Customer's account, based on estimated /actual cost incurred by CRWC.

14.0 Duration of Agreement

The Agreement shall be initially valid for Fifteen Years unless terminated earlier in accordance with the provisions of this Agreement ("Term"). However, the Agreement shall be reviewed for extension on mutually agreed terms and conditions and subject to necessary permission from Railway/ Statutory Authorities.

15.0 Resolution of Disputes/Arbitration

15.1 Amicable Resolution

If any controversy, conflict or dispute of any nature arises out of or relating to or in connection with the provisions of this Agreement between the Parties, they shall use all reasonable endeavors to resolve the matter amicably.

15.2 Arbitration

Subject to clause 15.1 above, Any controversy, conflict or dispute of any nature arising out of or relating to or in connection with the provisions of this Agreement, shall be settled exclusively and finally by arbitration carried out in New Delhi and conducted in the English language. Judgment on the award may be entered by any court having jurisdiction. The arbitration shall be conducted and finally settled by 3 (Three) arbitrators in accordance with the Rules of Conciliation and Arbitration as prescribed under the Arbitration and Conciliation Act,2015, in effect at the time of such arbitration. One arbitrator shall be appointed by the CRWC and another shall be appointed by second party and the third arbitrator shall be appointed by the two arbitrators, so appointed. The Parties agree, in connection with the enforcement of any

arbitral award rendered pursuant to this clause, to submit to the exclusive jurisdiction of the courts of New Delhi, India. Nothing contained hereinabove shall prejudice either Party's right to have recourse to any court having jurisdiction for the purpose of interim or interlocutory orders. The arbitrators shall give a reasoned decision or award, including as to the costs of the arbitration, which shall be final and binding on the Parties. The Parties agree that the arbitrator's award may be enforced against the Parties to the proceedings.

- 15.3 The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 15.4 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, shall be borne equally by the Parties and each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel, in connection with the arbitration proceedings except as may be otherwise determined by the arbitrators.

16.0 Indemnification

Second party shall indemnify CRWC from payment of all charges/ penalties levied by Railways because of mis-declaration of the cargo /traffic. However, CRWC will guide/ advice second party the correct process / procedure and also help in case their any penalty or notice issued by Indian Railways any other statutory authority in good faith.

17.0 Force Majeure

Performance by either Party of its obligations under this Agreement shall be Subject to Force Majeure condition which is an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano or derailment of trains), prevents one or both parties from fulfilling their obligations under the contract.

18.0 Insurance

18.1 Transit Risk Insurance

The transit risk insurance of cargo from its plant or place of dispatch at port upto the time of delivery at the final destination to including transit storage at CRWC rail siding facility shall be comprehensively covered by Customer.

18.2 Third Party Insurance

-----will take Third Party Insurance cover for handling of cargo at CRWC siding.

19.0 Termination

This agreement can be terminated by either party due to material default by the other party as defined in clause 20.0. The party terminating the agreement shall not be liable to pay any compensation for whatever reason may be in that case to the defaulting party. However, change in Government /Railway statutory policies shall not be the reason or basis for such termination due to non viability of the operation.

20.0 Default

In the event of any material default of either party to comply with any of the provisions or requirements hereof, the other party shall have the right to terminate this Agreement with or without notice and without prejudice to any other rights, elections, or remedies. The waiver of one default shall not be considered an automatic waiver of any other default.

21.0 Governing Law

This Agreement and the documents to be entered into pursuant to it shall be governed by and be construed in accordance with the laws of India.

22.0 Confidentiality

22.1 The Parties to the extent of their respective rights to do so shall exchange such information and data as are reasonably required of each Party to perform its obligations and responsibilities under this Agreement. Each party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent disclosure to third parties of all technical information, data and confidential business information hereinafter referred to as "Data". Exchange use and maintaining confidentiality of Data shall be mutually discussed and agreed to by the Parties.

22.1.1 The preceding provisions of confidentiality and restriction on use of Data shall not apply to;

- [a] Information in the public domain or information, which subsequently entered into the public domain without committing breach of this Agreement.
- [b] Information in possession of the Party at the time of disclosure, which was not acquired directly or indirectly from the other Parties.
- [c] Information which a Party is required to disclose under the law, rules or regulations to any judicial or other authorities.
- [d] Information provided to Consultants/Advisor provided they, in turn, sign undertaking of confidentiality.

23.0 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

24.0 Amendments

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representative of both Parties.

25.0 Assignment

This Agreement shall not be assigned by any Party without prior written consent of other Party.

26.0 Notices and Correspondence

[a] All notices required to be given hereunder shall be in writing and by personal delivery against acknowledgement, transmitted by postage prepaid, registered mail (air mail, if international) or by facsimile transmission and shall be addressed to the respective Parties at the addresses set out hereunder or such other addresses as the Parties may from time to time designate by notice in writing to the other.

----- [Add] -----

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD. [Add]- GROUND FLOOR, PRAGATI MAIDAN METRO STATION BUILDING, NEW DELHI 110001

[b] Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received,

- [i] in the case of personal delivery, on the date of delivery;
- [ii] in the case of mail delivery, on the date of delivery as per the Acknowledgement for the delivery; and
- iii] in the case of a fax, on receipt of a confirmation of successful transmission.

27.0 CORRESPONDENCE

All correspondence concerning the Order shall state the Order Number and shall be submitted in addressed to the concerned for attention of Managing Director, CRWC.

28.0 EFFECTIVE DATE

This Agreement shall take effect from the COD (Commencement Operations Date) for all purposes and intents and shall thereafter remain in force and effect until terminated in accordance with the provisions contained herein.

29.0 SURVIVING CLAUSE

All obligations created by this Agreement save and except those relating to resolution of disputes/arbitration, confidentiality and notices and correspondences (collectively referred to as "the Surviving Clause") shall be co-terminus with expiration or the termination of this Agreement whichever is earlier and accordingly none of the provisions of this Agreement except the Surviving Clause shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF the Parties hereto through their authorized representatives have signed these presents on the day month and year mentioned above.

For and on behalf of :

<i>(Signature)</i>	<i>(Signature)</i>
<i>Name:</i>	<i>Name</i>
<i>Designation :</i>	<i>Designation</i>
<i>Witness</i>	<i>Witness</i>
<i>(Signature)</i>	<i>(Signature)</i>
<i>Name</i>	<i>Name</i>
<i>Designation</i>	<i>Designation</i>

Annexure-II

Check list
(To be filled by the Tenderer)

S. NO.	PARTICULARS	REMARKS
1.	Name & Address of the Party with phone No. & e-mail and name and telephone/ mobile number of contact person.	
2.	Constitution of firm, if the party is not a sole proprietary concern, for partnership firm, a partnership deed; for a registered company its Memorandum of Association and Articles of Association.	
3.	Power of Attorney, duly executed in favour of signatory, authorizing him to sign all the documents/ proposals in case the party is not a sole proprietary concern. In case of registered Company, Company's resolution authorizing the person to sign the tender.	
4.	The party or consortium of firm should have a cumulative gross turnover of not less than Rs. 2,00,00,000/- during the three preceding financial years <u>2015-16, 2016-17 and 2017-18</u> from the business of handling Liquid cargo & civil/mechanical works along-with construction, erection & commissioning of pipeline project/similar work duly certified by a Chartered Accountancy firm. The audited copies of profit and loss A/Cs and Balance sheet be submitted.	
5	The party having an experience of handling liquid cargo in rake of minimum 100 Rakes in last three immediate preceding financial years from the date of NIT i.e. <u>2015-16 , 2016-17 & 2017-18</u> is only eligible for participating in the tender enquiry. Party May form a consortium with experience in Design, Engineering and Erection of similar nature of Work. Lead of the Consortium shall be indicated whose financial Strength shall be evaluated as per Clause–VII or vice versa. The certificate for actual work done related to above experience for handling of cargo should be obtained from the concerned users on whose behalf the work has been undertaken under the name, designation and stamp of authorized signatory be submitted.	
6	A certificate from the bankers about the financial status and credibility of the party showing solvency position of not less than Rs. 50,00,000/- The certificate should be obtained after issue of NIT.	
7	Details of EMD of Rs. 5,00,000/- deposited through NEFT/RTGS. <u>Further, MSME's having valid registration certificate are exempted from the payment of Earnest Money Deposit, If so a certificate may be produced.</u>	
8	Details of Payment of Rs. 2,000/- towards Cost of tender form through E-Payment System. <u>However, MSME's having valid registration certificate are exempted from the payment of tender cost, If so a certificate may be produced.</u>	
9	Duly signed NIT (each page), as specified should be uploaded.	Yes / No

10	A self certificate certifying that the person including sole proprietor firm/partnership firm/corporate entity are not black listed in any central/state Govt.PSU etc. as on date of submission of tender. The tenderer should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The tenderers / bidders those who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of tender and their EMD will be forfeited. (Format attached at Annexure VII).	Yes / No
11	A certified copy of PAN issued by Income Tax Authority.	
12	A certified copy of PAN based GST Registration.	
13	Latest documentary proof regarding filing of Goods & Service Tax (GST) Return/ Challan copy for payment of GST with GST Authority be submitted.	
14	Details of processing fee of Rs 5900/- deposited through e-payment system	

ANNEXURE-III**FORMAT OF COMMERCIAL BID**
RWC, Pahleja**Schedule of Rates**

SR NO	SCOPE OF WORK	RATE IN FIGURE	RATE IN WORD
1.	FIXED CHARGES : for Design, Build, Finance, erection and commissioning of the facility	Rs.	Rs.....
2.	VARIABLE CHARGES : For Handling of Cargo (unloading /dispatching through Pipeline or any other means etc) including all charges demurrage to be paid to IR, penalty etc at Facility, including Manpower and Maintenance charges for the facility	Rs PMT.....	Rs PMT.....

SR NO	ANNUAL ESCALATION ON VARIABLE CHARGES	PERCENTAGE (%) PER ANNUM IN FIGURE	PERCENTAGE (%) PER ANNUM IN WORDS
1.	Annual Escalation on Variable Charges Only To be quoted in PERCENTAGE (%), per Annum		

Note:

- The HANDLING CHARGES is to be quoted by the party for 8100 Mt (minimum guaranteed).
- ANNUAL ESCALATION clause will be applicable ONLY for VARIABLE CHARGES which is quoted above
- Rates to be quoted in Figures and Words.
- If there is any discrepancy in the rates quoted in figure and in words, the Lower of two will be considered.

Name of Party :
 Address :
 Phone No. :
 E-mail ID :

ANNEXURE-IV**FORMAT OF BANK GUARANTEE BOND**

In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated _____ made between _____ & _____ for _____ hereinafter called the said agreement of **DESIGN ENGINEERING ERECTON COMMISSIONING AND OPERATION OF TANKS, PIPELINE, PUMPING ALONG WITH HEATING WITH BOILER FACILITY FOR HANDLING OF RAIL BORNE LIQUID LIQUID CARGO AT RWC PAHLEJA (BIHAR)** for the due fulfillment by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. _____ (Rs. _____) we, _____ (herein after referred to as "the Bank") at the request of _____ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. _____ (Rs _____) against any shortages or loss or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s).

1. We _____ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment.
3. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till _____ Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this

Guarantee. Unless a demand or claim on this Guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this Guarantee thereafter.

4. We _____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).
6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing.

Date the _____ day of _____

For _____

(Indicate the name of Bank)

ANNEXURE-V

Affix scanned
Recent passport
size photo

From:

Telegraphic Address:

Tel. Phone Nos.

FAX No.

E-mail id.

To

The Deputy General Manager (LOM)
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001

Dear Sir,

1. I/we submit online tender **for Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja(Bihar).**
2. I/we have thoroughly examined and understood instructions to tenderers, terms and conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendices and schedules and agree to abide by them. I/we offer to pay at the rates given in the Schedule of Rates. (Annexure-III)
3. I/we agree to keep the offer open for acceptance upto and inclusive of the date under clause 14.0 validity of proposal. I/we shall be bound by communication of acceptance of the offer dispatched within the time and I/we also agree that if the date upto which the offer would remain open, be declared a holiday for the CRWC / RWC, Pahleja, the offer will remain open for acceptance till the next working day.

4. Earnest Money of Rs _____ has been deposited through RTGS/NEFT on In the event of my/our tender being accepted, I/we agree to furnish a Security Deposit as indicated in the tender terms.

5. I/we do hereby declare that entries made in the tender, and appendices/ schedules attached therein are true and also that I/we shall be bound by the act of my/our duly constituted Attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future, may be appointed by me/us instead of him to carry on the business of the concerned, whether any intimation of such change is given to the CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, or not.

6. The following documents are enclosed along with this tender (duly filled in and signed).

- a) Document-I.....
- b) Document-II.....
- c) Document-III.....
- d) Document-IV.....

Signature of Constituted Attorney

Yours faithfully,

(Signature of Tenderer)

Capacity in which signed

Dated

Name and Address of Attorney

Signature of Witness with Date Name and Address of Witness`1

ANNEXURE-VI**PROFORMA FOR CUSTODY AND INDEMNITY BOND FOR DESIGN ENGINEERING ERECTION COMMISSIONING AND OPERATION OF TANKS, PIPELINE, PUMPING ALONG WITH HEATING WITH BOILER FACILITY FOR HANDLING OF RAIL BORNE LIQUID LIQUID CARGO AT RWC PAHLEJA (BIHAR).**

Whereas we have agreed to act your Service Provider **for Design ,Engineering, Erection , Commissioning and Operations of Tanks, Pipeline, Pumping along with Heating with Boiler Facility for Handling of Rail borne Liquid cargo at RWC, Pahleja(Bihar)** from time to time and for their proper storage, handling, safe custody and delivery to your various customers against valid delivery orders pursuant to the Agreement dated (hereinafter referred to as the said Agreement)

AND WHEREAS we have agreed to execute a Custody and Indemnity Bond in terms of the said Agreement for and in respect of the goods handled by us. We hereby declare and state as under:

1. Now by this custody and Indemnity Bond we hereby agree and undertake that we shall keep and hold the goods from time to time under the said agreement and keep the same under safe custody at **Pahleja(Bihar)** and on your behalf and as your property in trust for you.
2. We shall be entirely responsible for the safe custody and protection of the said goods materials at our risk till the same are duly delivered/dispatched to your various customers OR as may be directed by you from time to time or any time and shall Indemnify you against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said goods from time to time under said Agreement while the same remain in our custody. We further agree that the said goods shall at all time be open to inspection by any person authorized by you.
3. Should any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, we undertake to compensate or to pay or to refund the amount forthwith on demand, you shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or any other Agreement (s). The amount so claimed by you shall be final and bindings upon us.
4. We further agree an affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this bond by the exercise of your liberty to vary and/or modify the terms of the said Agreement or by reason of any time being given to us or any other forbearance or

indulgence given to us or any other act or omission on your part.

- 5. We further agree and undertake that we shall not hypothecate and/or change and/or encumber in any manner whatsoever the said goods either in full or in part to any bank or Financial Institution or any Association or any company or firm as a security or otherwise.
- 6. We further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of said goods either in full or in part.
- 7. And we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and you expressly discharge this Bond in writing otherwise the same shall remain valid and in full force.
- 8. This bond shall not be affected to any change in our constitution not shall it be affected by any change in your constitution or by any amalgamation or

Absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

Signed sealed and delivered by *M/s*for and on behalf of

M/s.....

WITNESS

SIGNATURE

In the presence of

1) NAME

ADDRESS.....

SIGNATURE

2) NAME

ADDRESS..... .

ACCEPTED FOR AND ON BEHALF OF CRWC LTD, DELHI

Annexure -VII

Format for non-blacklisting certificate:

(To be submitted signed and stamped by authorized person on the letter head of the bidder)

To

The **Dy. General Manager (L/O/M)**

Central Railside Warehouse Company Limited

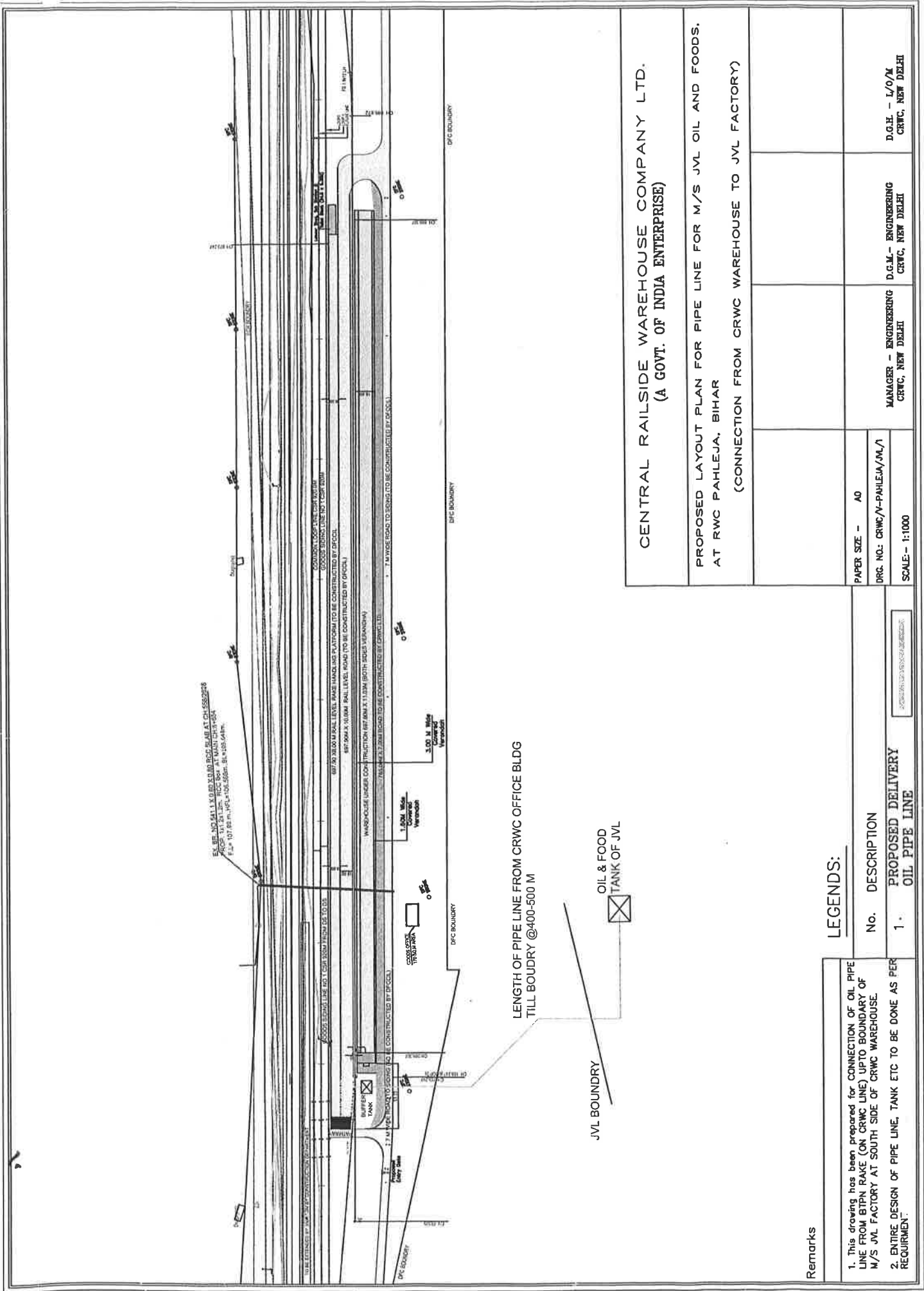
New Delhi

CERTIFICATE:

This is to certify that _____ (tenderer) is/are not blacklisted by any Central/ State Govt., PSU or local self Govt, department and autonomous body during the last five (05) years from the date of NIT. There is no pendency of any court case in respect of our blacklisting and orders, if any passed.

(Sign & Stamp)

M/S _____



LENGTH OF PIPE LINE FROM CRWC OFFICE BLDG
TILL BOUDRY @400-500 M

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.
(A GOVT. OF INDIA ENTERPRISE)

PROPOSED LAYOUT PLAN FOR PIPE LINE FOR M/S JVL OIL AND FOODS,
AT RWC PAHLEJA, BIHAR
(CONNECTION FROM CRWC WAREHOUSE TO JVL FACTORY)

LEGENDS:

- | No. | DESCRIPTION |
|-----|---------------------------------|
| 1. | PROPOSED DELIVERY OIL PIPE LINE |

- Remarks
- This drawing has been prepared for CONNECTION OF OIL PIPE LINE FROM BTPN RAKE (ON CRWC LINE) UPTO BOUNDARY OF M/S JVL FACTORY AT SOUTH SIDE OF CRWC WAREHOUSE.
 - ENTIRE DESIGN OF PIPE LINE, TANK ETC TO BE DONE AS PER REQUIREMENT.

PAPER SIZE - A0
DPC NO: CRWC/N-PAHLEJA/M/1
SCALE - 1:1000

MANAGER - ENGINEERING
CRWC, NEW DELHI

D.G.H. - L/O/M
CRWC, NEW DELHI