

RFP No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16/03/2024



Central Warehousing Corporation
केंद्रीय भंडारण निगम

**DEVELOPMENT OF THE WAREHOUSING FACILITY THROUGH PPP UNDER DBFOT
MODEL IN EAST ZONE**

**ISSUED BY: CENTRAL WAREHOUSING CORPORATION,
4/1, SIRI INSTITUTIONAL AREA, AUGUST KRANTI MARG
HAUZ KHAS, NEW DELHI – 110 016**

DATED: 16/03/2024

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

CWC CO-NBPP/27/2023-New Business Project and Planning Division

Date: 16/03/2024

Notice Inviting Tender

Central Warehousing Corporation invites proposal through e- tendering single stage two bid bidding system from the interested Professionally Competent and financially sound parties for Design, Build, Finance, Operate, Manage, and Transfer the Warehouse Facility.

The duly filled E-Tender along with self-attested copies of Experience/Work done certificate, schedule of rates and **EMD of Rs. 10,00,000/- (Rupees Ten Lakhs Only)** and **Bid Document Fee of Rs. 35400/- (Rupees Thirty-Five Thousand Four Hundred only)** be send online as per following schedule.

RFP No.	CWC CO-CD0COMM/24/2022-CoMM dated 16/03/2024
Name of work	Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE across India.
Estimated project Cost	As per clause 1. Project Details
Bid Document Fee	Non-refundable Processing fee payable to CWC for an amount of Rs. 35400/- (Rupees Thirty-Five Thousand Four Hundred only) including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only
Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten Lakhs Only)
Last Date and Time for downloading of Documents	23:59 Hrs on 29.04.2024.
Last date & time of submission of the proposal online	Upto 15:00 Hrs on 30.04.2024
Date & time of opening of technical proposal online	30.04.2024 upto 15:30 Hrs
Date & time of opening of financial proposal online	Will be intimated to the eligible bidders

The Interested Bidders, who wish to participate, may download the RFP documents from CWC website www.cewacor.nic.in or website www.cwceprocure.com or CPP Portal <http://eprocure.gov.in/epublish/app>

Scope of work and terms and condition has been enclosed with RFP which may be referred by the agency while quoting the rate.

GM (NBP&P)
Central Warehousing Corporation

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

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DISCLAIMER

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

The Bidder should satisfy themselves that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office on or before **03.04.2024 up to 2359 Hrs**, it shall be deemed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects and Bidder(s) have no queries or confusion related to any part or whole of the Tender Document.

CWC and the bidder shall have to comply with all provisions of law including the provisions of Central Warehousing Corporation Act, 1962 and its amendments thereafter along with all the other applicable regulations.

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

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

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**INSTRUCTIONS FOR ONLINE BID SUBMISSION/ E-TENDERING PROCEDURE/
GUIDELINES**

1. CENTRAL WAREHOUSING CORPORATION, a Government of India Undertaking represented by Managing Director, Central Warehousing Corporation having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, New Delhi -110016 (herein after referred to as “CWC”)
2. The complete RFP document can be viewed from website www.cewacor.nic.in The RFP can be viewed and downloaded only from the website www.cewacor.nic.in The intending bidders should submit their proposal with requisite document online at the time of submission of their proposal.
3. **Submission of Bids:** All bidders have to submit bids through online mode only as per following details and no bids in physical format will be entertained.
 - a. This document has been floated on following portal: www.cwceprocure.com, www.cewacor.nic.in and www.eprocure.gov.in
 - b. All the bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in online vendor registration for any reason whatsoever. In case, bidders wait till the last moment for uploading tenders/bid, and if any technical problem is encountered at that time, the bid submission time may elapse. In any event, for any reason whatsoever, in case the bid is not submitted within the bid submission time, CWC shall not be responsible, in any manner whatsoever, for such failure and such unsuccessful attempts shall be treated as non-participation in the tender without permissibility to contest the same or to seek a refund of processing fee, if deposited.
 - c. If any bidder wishes to participate in CWC tender, bidder has to register their firm through our website www.cwceprocure.com for online e-tendering in consultation with our service provider M/s ITI.
 - d. The bidder shall require class III digital signature/digital security certificate for participating in CWC e-tendering process (including, for log in, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature can be obtained from any of the authorized agency of CCA (Controller of Certifying authorities) for which, a separate processing fee would be payable to the authorized agency of CCA, directly. However, if valid class III digital signature is already available with the Bidder, the same can be used for CWC tender.
 - e. The person authorized to participate in the bidding on behalf of the Bidder i.e., authorized signatory, can submit the bid only under the digital signature issued to him, and not under the digital signature of any other person / entity. Any non-compliance with this stipulation will lead to summarily rejection of the bid. **Bidder shall submit their offer in electronic format on the website www.cwceprocure.com , on or before the scheduled date and time as mentioned above. No bid in physical form will be accepted and any such offer, if received by CWC, will be outrightly rejected.**
 - f. For any clarification regarding online participation, contact:

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- i. M/s Indian Telephonic Industries Limited, Unit No. 202-236, 2nd, Floor, H.B. Twin Tower, Tower-I, Netaji Subhash Place, Pitampura, New Delhi-110007
 - ii. For assistance in online-tendering, bidder may call following helpline numbers: 070- 45811365/070-45982100/9873693812.
4. All the documents uploaded in the website to be serially page numbered in the sequence to the documents sought criteria so that the same can be linked properly.
5. To participate in the online-RFP, it is mandatory for the bidder to submit all desired documents within stipulated time period. All the documents uploaded in the website to be serially page numbered in the sequence to the documents sought criteria so that the same can be linked properly.
6. Complete RFP documents, duly accompanied with NECESSARY DOCUMENTS shall be submitted as per the date & time mentioned above. RFP shall be opened ON STIPULATED DATE as mentioned in the RFP in presence of bidders or their authorized representative who may wish to be present.
7. Any downloading from the website is at the sole risk & responsibility of the user.
8. Corrigendum/Addendum to this quotation, if any, will be published on website www.cewacor.nic.in Newspaper Press advertisement shall not be issued for the same.
9. The offer rate shall be valid for **180 days** from the date of opening of RFP.
10. CWC reserves the right to reject any or all the bids without assigning any reason therefor.
11. CWC reserve the right to scrap the complete RFP process any time without assigning any reason thereof.
12. Letter regarding clarification/missing documents will be issued to concerned bidders. In response, the bidder needs to submit the clarification/ missing documents (if any) through on the same portal through which original bid was submitted. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.
13. **Disqualification Conditions:**
 - i. Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
 - ii. Tenderers contract should not have been terminated for Tenderer's default by CWC during the last five years as on last date of submission of bid. In addition, the tenderer shall also not be eligible to participate in any future tender in case of any pending/outgoing legal dispute with CWC whether before any Court of law and/or arbitration with regard to any contract on last date of submission of bid and/or in case any recoveries/dues are outstanding on part of the tenderer payable to CWC.

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- iii. If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.
- iv. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.
- v. Bidder must upload scanned copies of all the requisite 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 liable to be forfeited and he / they himself themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 02 (Two) years.
- vi. A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- vii. Tenderer/ Bidder who is blacklisted by the GST authorities.

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DATA SHEET

S. N.	DESCRIPTION	
1.	Site Details	As per clause 1. Project Details
2.	Pre-Bid Conference	Through Video Conference on 02.04.2024 at 1500 hrs
3.	Last date of sending queries	03.04.2024 up to 2359 Hrs
4.	Name and Address where queries/correspondence concerning this Request for tender is to be sent.	General Manager (NBP&P) Central Warehousing Corporation 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110 016 Email : gmnbpp@cewacor.nic.in
5.	CWC's response to the queries raised by the bidders	Response to all the queries shall be uploaded on www.cwceprocure.com
6.	Last date and time of Submission of tender (Tender Due Date)	30.04.2024 till 1500 hours
7.	Date of opening of tender	30.04.2024 till 1530 hours
8.	Address where Applicants must submit Tender	Online as per www.cwceprocure.com
9.	Bid Validity	180 days from date of opening of Bid
10.	Bid Document Fee	As per Clause 2.2, RFP Part I
11.	Earnest Money Deposit (EMD)	As per Clause 6.0, RFP Part I
12.	Technical Eligibility)	As per Clause 4.0, RFP Part I
13.	Financial Eligibility	As per Clause 5.0, RFP Part I
14.	Opening & Evaluation of the Technical Bids (Cover 1)	The Bidders may please note that Bidders who meet the criteria under Clause 4 & 5 of RFP Part I, shall only be considered as the qualified bidder and the financial bids shall only be opened for qualified bidders only.
15.	Method of Selection tender (Bid Parameter)	Highest Financial Proposal The bidders are required to quote the Concession Fee in form of Minimum Guaranteed Revenue Share.

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S. N.	DESCRIPTION	
16.	<p>Evaluation of Bids and Issuance of Letter of Award (LoA) (Clause 8.0, RFP Part I)</p>	<p>The bidder offering the highest Financial Bid Concession Fee, provided the Bid is responsive in terms of the INSTRUCTIONS TO BIDDERS and the Bid Forms [RFP Part - I], shall be declared as the Selected Bidder and the Corporation shall issue a Letter of Award (LoA)[as per the RFP Part -II] after opening of the Financial Bid.]</p> <p>The Selected Bidder shall incorporate a new Special Purpose Company (the “SPC”) under the Indian Companies Act, 2013 for entering into the Concession Agreement after issuance of LOA to the Selected Bidder, and for the SPC to perform all its obligations under Letter of Award (LoA), and the Concession Agreement.</p> <p>In the event that two or more Bidders quote the same amount of highest Concession Fee (the “Tie Bidders”), the Corporation shall ask the Tie Bidders to submit their revised Financial Bid with the amount of Concession Fee quoted earlier by the Tie Bidders as the Base Price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Concession Fee in the revised Financial Bid, will be declared as the Successful Bidder and the Corporation shall issue a Letter of Award (LoA) to aforesaid successful bidder after opening of the revised Financial Bid.</p> <p>LoA shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall, within 7 (seven) days of receipt of LoA, sign and return the duplicate copy of LoA in acknowledgement thereof. In the event, the duplicate copy of LoA duly signed by the Successful Bidder is not received by the stipulated date, CWC may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit (EMD).</p> <p>The Earnest Money Deposit (EMD) submitted by the unsuccessful Bidders will be returned by CWC subsequent to the issuance of the LoA to the Selected Bidder. The EMD of the Selected Bidder shall be retained till it has provided a Performance Security.</p> <p>Notwithstanding anything contained in this RFP, in the event the first annual offered concession fee is not provided within the stipulated time i.e. before the date of signing of Concession Agreement or within 45 days after issue of LOA, whichever is earlier, CWC at its sole discretion shall have the right to</p>

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S. N.	DESCRIPTION	
		<p>forfeit the Earnest Money Deposit (EMD) and take further appropriate actions as per terms of Bid Documents.</p> <p><u>Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favour of the Successful Bidder in any manner whatsoever, and CWC will continue to have complete ownership of the Site/Facility. Following the issuance of the LoA, the Successful Bidder would have the right to visit and undertake due diligence and other tests as it may deem fit. The Corporation will hand over the Site to the Concessionaire on the appointed date as defined in the concession agreement</u></p>
17.	Performance Security	<p>The Successful bidder shall submit the Performance Security within the time specified in the concession agreement. The Performance Security shall be submitted in the form of Bank Guarantee.</p> <p>The successful bidder shall ensure that the Bank Guarantee issuing bank sends cover for Bank Guarantee (and/or confirmation about issuance of bank guarantee) issued through SFMS platform to the Corporation's Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:</p> <ul style="list-style-type: none"> (i) MT760 COV for issuance of bank guarantee. (ii) MT767 COV for amendment of bank guarantee. (iii) Issuing bank shall mention Corporation beneficiary code <p>i.e. CENTRALW27112020 in field 7367 of MT760 COV / MT767 COV.</p> <p>The successful bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.</p> <p><u>Bank Guarantee submitted without these details shall not be accepted.</u></p>
18.	Execution of Concession Agreement (Clause 9.0, RFP Part I)	<p>The Concession Agreement [as per the RFP Part-III] will be signed by the Corporation with the SPC, within 45 days from the date of issue of LOA subject to payment of first annual concession fee by the SPC</p>

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S. N.	DESCRIPTION	
		<p>to the Corporation within this period of 45 days. The SPC will be referred to as the “Concessionaire” in the Concession Agreement.</p> <p>Please take note that the issuance of the Concession Agreement does not grants or vests any ownership rights and/ or possession rights over the Site in favour of the Concessionaire in any manner whatsoever, and CWC will continue to have complete ownership and possession of Site. Following the issuance of the LoA, the Successful Bidder would have the right to visit and undertake due diligence and other tests as it may deem fit. The Corporation will hand over the Site to the Concessionaire on the appointed date as defined in the Concession Agreement for the Concession Period of 45 (forty five) years and subject to the provisions of the concession agreement.</p>
19.	Commercial Operation Date (COD)	<p>Provisional COD shall be the commencement date of the commercial operation by the Concessionaire after successfully getting the handover of the Site for fulfilling the specified scope and obligations mentioned in the Concession Agreement.</p> <p>Final COD shall be the commencement date of commercial operation by the Concessionaire after the completion of construction of new Assets at the Site as specified in the Concession Agreement</p>
20.	Approvals and permits	<p>It shall be the sole responsibility of the Concessionaire to procure all the applicable approvals and permits regarding the construction/redevelopment of Assets as specified in the Concession Agreement at its own cost.</p>

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EAST ZONE.**

**RFP PART – I:
INSTRUCTIONS TO BIDDERS AND BID FORMS**

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INSTRUCTIONS TO BIDDERS (ITB) AND BID FORMS

1. Introduction:

Central Warehousing Corporation (CWC) is a statutory body which was established under ‘The Warehousing Corporations Act, 1962’ and its aim is to provide reliable, cost-effective, value-added, integrated warehousing and logistics solution in a socially responsible and environment friendly manner. It is a public warehouse operator established by the Government of India in 1957 to provide logistics support to the agricultural sector. It operates 459 warehouses across India with a storage capacity of 11 million tonnes as of 31.12.2022. CWC also has 50% equity in 19 State Warehousing Corporations (SWCs).

Functions of Central Warehousing Corporation permitted as per section 11 of the Warehousing Corporations Act, 1962 are hereunder:—

- (a) acquire and build godowns and warehouses at such suitable places in India or abroad as it thinks fit;
- (b) run warehouses for the storage of agricultural produce, seeds, manures, fertilizers, agricultural implements and notified commodities offered by individuals, co-operative societies and other institutions;
- (c) arrange facilities for the transport of agricultural produce, seeds, manures, fertilizers, agricultural implements and notified commodities to and from warehouses;
- (d) subscribe to the share capital of a State Warehousing Corporation;
- (e) act as agent of the Government for the purposes of the purchase, sale, storage and distribution of agricultural produce, seeds, manures, fertilizers, agricultural implements and notified commodities;
- (f) enter into, with the previous approval of the Central Government, joint ventures with any corporation established by or under any Central Act or any State Act or with any company formed and registered under the Companies Act, 1956 including foreign company or through its subsidiary companies, for carrying out the purposes of this Act.

Explanation.—For the purposes of this clause, the expression “foreign company” shall have the meaning assigned to it under clause (23A) of section 2 of the Income-tax Act, 1961;

- (a) establish subsidiary companies]; and
- (b) carry out such other functions as may be prescribed.

Additional Functions of CWC as per chapter-IA of the Central warehouse Corporation, Rules 1963 (Rule-2A to 2 E) are as follows:

2.A. Disinfestation Service:

The Corporation may, at its discretion and at the request of the parties concerned, undertake disinfestation service outside its warehouses in respect of agricultural produce or notified

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commodities as defined in Section 2.

2.B. Service as Agent:

The Corporation may, at its discretion, act as agent for the purpose of purchase, sale, storage and distribution of agricultural produce, seeds, manures, fertilizers, agricultural implements and notified commodities as defined in section 2. on behalf of a Company as defined in the Companies Act, 1956 (1 of 1956) or a body corporate established by an Act of Parliament or of a State Legislature or a Cooperative Society.

2.C. Consultancy Service:

The Corporation may, at the request of the Central Government or any State Government or a Corporation established by or under a Central Provincial or State Act or a Government Company as defined in section 617 of the Companies Act, 1956 (1 of 1956) or a Cooperative Society, prepare any project or render consultancy service for construction of Warehouses or any matter connected therewith.

2.D. Creation of Infrastructure Facilities

The Corporation may operate Warehouses, create Infrastructure, and arrange facilities for storage, handling and transport of agriculture produce, seeds, manures. fertilizers. agriculture implements, notified commodities, bonded cargo, air cargo, containerized cargo and liquid cargo. Further, the corporation may also provide marketing and other warehousing related services in respect of agriculture produce or notified commodities.

2.E. Undertaking Incidental Activities:

The Corporation may provide consultancy services, assistance, finance, programmes or projects related to agriculture produce or other notified commodities and undertake any other activities considered incidental to its functions.

Under the National Monetisation plan, the Central Warehousing Corporation (CWC) is planning to monetise and modernise the CWC warehouses throughout the country. As a part of this plan, CWC plans to monetise assets through PPP mode under Design Build Finance Operate and Transfer (DBFOT) model for a period of 45 (forty five) years to the Concessionaire as per the terms as mentioned in the Concession Agreement. **The Bidders are required to quote the Annual Concession Fee. This Concession fee shall have upward revision as set out in the draft Concession Agreement.**

CWC has floated an RFP for appointment of the concessionaire for development of facility located IN EAST ZONE through PPP model under DBFOT mode. The project details and other required information is elaborated in further sections of this RFP.

1.0 Project Details

S. No.	Site Location	State	Total Plot Area (acres)	Offered area (acres)	Estimated Project Cost (INR Cr)
1.	Ranchi	Jharkhand	5.23	5.23	50.19
2.	Jamshedpur	Jharkhand	2	2	20.08

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3.	Cuttack	Odisha	4.85	4.85	51.20
4.	Jajpur Road	Odisha	4	4	40.15
5.	Kishanganj	Bihar	4	4	40.15
6.	Samastipur	Bihar	5	5	50.19
7.	Uluberia	West Bengal	9.99	9.99	47.79
8.	N.S. Dock	West Bengal	15.28	15.28	61.21
9.	Bonhooghly	West Bengal	9.61	9.61	13.12
10.	Taratala	West Bengal	1.64	1.64	78.09

Note:

1. The area mentioned are indicative based on the measurement available and it is liable for variation.
2. There are no rights of way extended in respect of the Site other than existing rights of way, easements, privileges, liberties, and appurtenances in relation to the Site pertaining to the Existing Facilities in favour of the Authority or the users of the Existing Facilities, other than those as would be disclosed in writing to the Concessionaire by the Authority prior to the execution of the Concession Agreement.
3. Actual area shall be based on joint measurement (Authority and Concessionaire) on outer to outer of boundaries shall be final and acceptable without any financial implication.
4. Variations discovered in the area, if any, shall not impact the development potential of the Concessionaire, or the ground coverage or FAR.
5. In case of any variation in the area, Clause 8.14 of the RFP shall apply.
6. **The concession period shall be only for the remaining lease tenure. This shall be extended till the 45th year, if the lease between CWC and the lessor Authority is extended. From the abovementioned locations, 2 (two) location have the available lease tenure for less than 45 years, which are: N.S. Dock (Sr. No. 9), whose current lease period ends on 10.04.2047 and Taratala (Sr. No. 11), whose current lease period ends on 18.12.2051.**

Permissible FAR: *As per the applicable building regulation*

As per available data of permitted bye laws and for indicative purpose only.

Bidder must confirm the latest permissible ground coverage/FAR/FSI etc. as per prevailing bye laws. This area calculated after dismantling of existing structure if any over offered space.

Permissible Building Height As per the applicable building regulation

- 1.1 CWC invites bids from the interested eligible Bidders through RFP dated 16/03/2024 published on the online portal of CWC.
- 1.2 Bid System: - Bidding process for the selection of the Bidder for the Project will be carried out through online **Single Stage (Two Bid) system** consisting of “Qualification Proposal” in the Cover 1 and “Financial Proposal” in the Cover 2. The Bidding shall be done through e-tendering mode only.

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- 1.3 **In case a bidder firm possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process as Proprietorship/ Partnership/ Company/ JV/ Consortium/ AIF/ FIF.**
- 1.4 **If a Bid is submitted by a JV/Consortium, minimum equity stake in the SPC, at the time of signing of Agreement, of any member in JV/Consortium, whose credentials are being evaluated for the purpose of determining eligibility, shall not be less than 26%. The same shall be specified in the BID FORM 5.**
- 1.5 Bid Variable: - Highest Financial Proposal. The bidders are required to quote the Concession Fee in form of Minimum Guaranteed Revenue Share. Bid Validity Period: 180 days from the date of opening of Bid.
- 1.6 The Site will be handed over to the Concessionaire on the Appointed date as defined under the Concession Agreement. The SPC formed by the Successful Bidder shall have to sign the Concession Agreement within 45 days from the date of LOA. The Concessionaire shall be liable to perform all the obligations and fulfil the scope of the Concession Agreement to enjoy the permitted right over the Site for the Concession Period of 45 (forty five) years as per the terms as mentioned in the Concession Agreement.

2. Bid Documents:

2.1 The following documents collectively form the Bid Document: -

- (i) Request for Proposal
- (ii) Instructions to Bidders and Bid Form-1 to 12, & Schedule I & II [RFP Part I]
- (iii) Draft Letter of Award [RFP Part II]
- (iv) Draft Concession Agreement [RFP Part III]

2.2 Bid Document Fee

2.2.1 Bid document Fee of Rs.35,400/- (Rupees Thirty-Five Thousand and Four Hundred only) including GST to be paid by the bidder before submission of the Bid.

2.3 Schedule of e-bidding Process

The important dates for the Bidding Process are as following, subject to changes, if any, which will be advised through addendums/amendments.

S. No	Event Description	Date(s)
1.	Commencement of Downloading Bid Document	16/03/2024
2.	Last date of receiving pre-bid queries	03/04/2024 at 2359 HRS.
3	Pre-Bid Meeting	02/04/2024 at 1500 HRS through VC
4.	Last date of downloading of e-Bid Document	Upto 23:59 Hrs on 29.04.2024

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S. No	Event Description	Date(s)
5.	Last date of submission of e-Bid(the “Bid Submission Date”)	Upto 15:00 Hrs on 30.04.2024.
6.	Last date for submission of Earnest Money Deposit (EMD) Payment, and other Bid Forms	Upto 15:00 Hrs on 30.04.2024.
7.	Opening of Bids– Technical Proposal	30.04.2024 at 15:30 HRS.
8.	Opening of Bids – Cover -2 (Financial Proposal)	To be intimated later
9.	For Site visit, interested Bidders may contact: Mr. Anit Yadav, Assistant General Manager (NBP&P), CWC CO New Delhi : Mob No. 90577 99000	

2.4 Addresses for Communication:

2.4.1 All notices related to this e-Bid including Clarifications/Amendments/Addendums relating to the e-Bid document shall be available on the website.

2.4.2 Interested Bidders may obtain further information from:

A. For Tender related information:

Mr. Manish Singh Rana
Asst. General Manager (NBP&P)
Central Warehousing Corporation
PH : +91 9990927937
Email: msrana14@cewacor.nic.in

2.4.3 The address for all communications shall be:

General Manager (NBP&P)
Central Warehousing Corporation
4/1, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi – 110 016
Email : gmnbpp@cewacor.nic.in

3. Bid Submission and Opening:

The Bidders shall submit their e-bids in the following manner: -

3.1 Qualification Bid – In Electronic form (**Cover -1 Technical Bid**) shall contain the following documents duly filled in:

- (i) Duly filled up and digitally signed ‘Checklist of documents as per format’;
- (ii) Duly digitally signed ‘Instructions to Bidders’;

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- (iii) Duly filled up and digitally signed/executed Bid Forms 1 to 12 (whichever applicable);
- (iv) Duly signed documents required on Constituents and shareholders to establish that the Bidder does not have a conflict of interest.
- (v) Bid Document Fee (Payment acknowledgement receipt shall be submitted as part of Cover-1)
- (vi) Earnest Money Deposit (EMD);(Payment acknowledgement receipt shall be submitted as part of Cover-1)
- (vii) Duly digitally signed Draft of Letter of Award, Concession Agreement [RFP Part-II & III].

No information related to the Financial Proposal (Cover 2) shall be added in Technical Proposal (Cover 1), if found so shall lead to disqualification of the Bidder.

- 3.2 **Financial Proposal - (Cover-2)** of the Bid shall contain only the Financial Proposal in the Bid Form 12. This shall be submitted on-line only and no hard copy has to be submitted.
- 3.3 Cover -1 and Cover -2 should be submitted online in digital format.
- 3.4 E-Bids shall be submitted online on or before the e-Bid Submission Date and time given in the Schedule of e-Bidding Process.
- 3.5 **Bids/Eligibility Proposals (Cover-1)** will be opened on 30/04/2024 at 1530 HRS HRS as scheduled in Para-2.3 of ITB. The Financial Bids (Cover-2) of only those Bidders who are found to be eligible as per their Qualification Bid shall be opened at a subsequent date after evaluation of Qualification Bid. The date of opening of Financial Bids will be decided by the Corporation and communicated to all the eligible Bidders either through e-mail or on the website.

4. Technical Eligibility

- 4.1. For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, at any time in the 5 (five) financial years immediately preceding the Bid Opening Date, by itself or through its Associate entities, should have satisfactorily completed or is operating or maintaining the works as mentioned below:
 - a) One similar completed work having Project cost not less than 80% of the total estimated project cost] as per the data sheet; **or**
 - b) Two similar completed works, each having Project cost not less than 60% of the total estimated project cost as per the data sheet; **or**
 - c) Three similar completed works, each having Project Cost not less than 40% of the total estimated project cost as per the data sheet.

Similar works shall be deemed to include, ports, airports, railways, metro rail, roads and

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highways, industrial parks/ estates, logistic parks, real estate development and core sector projects. Real estate development shall not include residential flats. Core Sector Projects includes Coal, Crude Oil, Natural Gas, Refinery Products, Fertilizers, Steel, Cement and Electricity.

4.2. The Bidders are required to submit the project details as per Bid Form 3.

5. Financial Eligibility:

5.1 The Financial Eligibility required to be met by the Bidder is:

Net Worth of the Bidder should not be less than 50% of the cumulative Estimated Project Cost of all the sites that the Bidder is bidding for at the close of the previous Financial Year.

In case the Applicant is an AIF or Foreign Investment Fund, it should have a minimum ACI at the date of RFP submission of 2 (two) times the cumulative Estimated Project Cost of all the sites that the Bidder is bidding for. A company (whether incorporated in India or other jurisdictions) in which the entire capital (whether directly or indirectly) is invested by an AIF/ FIF will be deemed to be an AIF/ FIF for the purposes of this RFP.

5.2 The Bidder shall be required to submit the Bid Form-4 duly certified by the Statutory Auditor/ Chartered Accountant, based on the audited annual financial statements/income tax returns. (For clarity refer Bid Form-4 of this RFP):

(a) The term “Net worth” shall have the following meaning:

“Net Worth” shall mean (Subscribed and Paid-up Equity Capital (not to include any Share Application Money/Preference Share Capital) including Equity/Security Premium+ General Reserves Less (Revaluation Reserves +Accumulated Losses + Miscellaneous Expenditure not written off + Accrued Liabilities not accounted for + Intangible Assets).

5.3 In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors/ chartered accountants.

5.4 For those Individual / Proprietor, whose accounts are not required to be audited as per the law “Statutory Auditor” will be replaced with Chartered Accountant.

5.5 For the purpose of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) “**AIF**” shall have the meaning as ascribed to the term ‘**Alternative Investment Fund**’ under Regulation 2(1)(b) of the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (as amended); and

(ii) “**Foreign Investment Fund**” shall mean any pooled investment vehicle or investment fund which is registered or recognized with a securities market/banking regulator/relevant government authorities of a ‘foreign jurisdiction’; and “foreign jurisdiction” means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission’s Multilateral

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Memorandum of Understanding (IOSCO's MMOU) (Appendix A signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies.

It is further clarified that if the Foreign Investment Fund (FIF) registered in the foreign country as per the requirement of that country is not required to be registered or recognized with any government agency.

In this case the bidder is required to submit an explanation from the legal counsel clarifying the same along with the undertaking signed by the Authorized signatory certifying the same.

- (iii) “**ACI**” or “**Available Capital for Investment**” shall mean minimum investible funds (i.e. immediately available funds for investment and callable capital (including any undrawn capital commitments available with the AIF/FIF or its Associate Entities) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time). In case of an AIF or Foreign Investment Fund using ACI, ACI would be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 1 (one) month prior to the date of Bid Submission;

Note: In computing the Technical Eligibility and Net Worth of the Bidder/ Consortium Members under Clauses 4.0 and 5.0, the Technical eligibility and Net Worth of their respective Associate Entity would also be eligible hereunder. For purposes of this RFP, Associate Entity means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate Entity**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate Entity of the Bidder or the Consortium as the case may be.

In relation to an AIF or Foreign Investment Fund, Associate Entity shall mean and include entities (including Indian companies, foreign companies and other AIFs/FIFs) which are directly or indirectly, owned, controlled, managed or sponsored by commonly controlled investment managers (whether by operation of law, contract (whether directly or indirectly) or otherwise).

6. Earnest Money Deposit (EMD)

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The amount of Earnest Money Deposit (EMD) for this RFP is Rs 10,00,000/- (Rupees Ten Lakhs Only). EMD of Rs. 10,00,000/- (Rupees Ten Lakhs Only) is to be deposited irrespective of number of locations.

The Earnest Money Deposit (EMD) shall be submitted through online payment through e-tendering portal i.e. www.cwceprocure.com, www.cewacor.nic.in and www.eprocure.gov.in

7. Opening and Evaluation of Technical Bids

7.1 The CWC shall open the Technical Bids received online at 1500 hrs on 30.04.2024. The CWC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 7.

7.2 To facilitate evaluation of Bids, CWC may, at its sole discretion, seek clarifications/ missing documents from any Bidder regarding its Bid.

7.3 Evaluation parameters

7.3.1 The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity

7.3.2 The Bidders who qualify the eligibility under clause 4 and 5 shall be invited for financial bid opening at the time specified in data sheet.

8. Evaluation of Financial Bids and Issuance of Letter of Award (LoA):

8.1 The revenue generated by the project will accrue to CWC through the CWC Escrow Account, as provided in the Concession Agreement. 90% of the revenue generated / collected to be paid within 24 hours of raising of invoice by concessionaire after retaining 5% share of CWC. Remaining 5% to be paid after reconciliation on quarterly basis. The quoted Minimum Guaranteed Revenue Share amount shall have upward revision as set out in the Concession Agreement.

8.2 The bidder will be required to quote the Minimum Guarantee Revenue Share in Indian Rupees.

8.3 The Financial Bids will be ranked Site/ Location wise on the basis of the highest quoted Minimum Guarantee

8.4 Revenue Share @ 5% of the Total Turnover shall be retained by CWC as the concession fee and the rest shall be released to the concessionaire as per the terms defined in the concession agreement. Out of the amount received by CWC, excluding taxes 90% of the amount will be forwarded to the concessionaire's escrow account on back-to-back basis within 24 hours of raising the invoice and the settlement in terms of any due/ shortfall will be done on quarterly basis.

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- 8.5 In case the actual revenue share @ 5% on Total Turnover generated by the SPC in the specific Year is lower than the minimum guaranteed revenue share, the differential amount shall be retained by CWC along with the Revenue Share @ 5% of the Total Turnover of the following quarter.

Note: “**Total Turnover**” shall mean the aggregate of all revenue earned from the operations or directly attributable to the project either by the Concessionaire or through any other arrangement.

Explanation: For the removal of doubts, it is clarified that any amount charged by the concessionaire to the users in relation to the project, whether or not such revenue is actually realized from the users, shall form part of the Total Turnover.

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

- i. income from investing surplus funds by the concessionaire;
- ii. income from any other investments not directly related to the project;
- iii. any deposit amounts linked to sub-license agreements including the security deposit.

Provided also that notwithstanding anything contained in this Agreement the Total turnover shall not include taxes.

Illustration:

Case 1.

- A. The Turnover received in the CWC Escrow Account for a particular year = Rs 100 Cr.
- B. Quoted Minimum Guaranteed = Rs. 3 Cr per annum
- C. Guaranteed Revenue Share to CWC @5% of Turnover receipts in the particular Financial Year = Rs. 5% * 100 Cr = Rs 5 Cr (5% of A)
- D. Concession Fee due to CWC for the particular year will be = Rs 5 Cr , as the guaranteed revenue share @5% of Turnover receipts for the specific Financial Year is more than the Minimum Guarantee (B)

Case 2.

- A. The Turnover received in the CWC Escrow Account for a particular year = Rs 100 Cr.
- B. Quoted Minimum Guarantee = Rs. 6 Cr per annum
- C. Guaranteed Revenue Share @5% of Turnover receipts in the particular Financial Year = Rs. 5% * 100 Cr = Rs 5 Cr (5% of A)

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- D. Concession Fee due to CWC for the particular year will be = Rs 6 Cr , as the guaranteed revenue share @5% of actual Net Revenue receipts for the particular Financial Year is less than the Minimum Guarantee
- 8.6 The Bidder offering the highest Financial Bid for the Site, provided the Bid is responsive and technically qualified as per clause 7.4 in terms of the ITB and the Bid Forms [RFP Part - I], shall be declared as the **Successful Bidder** for the Site and CWC shall issue a **Letter of Award (LoA)** to the successful bidder[as per the RFP Part -II] after opening of the Financial Bid.]
- 8.7 The Selected Bidder shall incorporate a new Special Purpose Company (the “SPC”) under the Indian Companies Act, 2013 for entering into the Concession Agreement after issuance of LOA to the Successful bidder, and for the SPC to perform all its obligations under Letter of Award (LoA and the Concession Agreement.
- 8.8 In the event that two or more Bidders quote the same amount of highest Concession Fee (the “**Tie Bidders**”), the Corporation shall ask the Tie Bidders to submit their revised Financial Bid with the amount of Concession Fee quoted earlier by the Tie Bidders as the reserve price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Concession Fee in the revised Financial Bid, will be declared as **the Successful Bidder** and the Corporation shall issue a **Letter of Award (LoA) to aforesaid successful bidder** after opening of the revised Financial Bid.
- 8.9 The Successful bidder shall submit the Performance Security within the time specified in the Concession Agreement. The Performance Security shall be submitted in the form of Bank Guarantee.
- 8.10 LoA shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall, within 7 (seven) days of receipt of LoA, sign and return the duplicate copy of LoA in acknowledgement thereof. In the event, the duplicate copy of LoA duly signed by the Successful Bidder is not received by the stipulated date, CWC may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit (EMD).
- 8.11 The Earnest Money Deposit (EMD) submitted by the unsuccessful Bidders will be returned by CWC subsequent to the issuance of the LoA to the Selected Bidder. The EMD of the Selected Bidder shall be retained till it has provided a Performance Security.
- 8.12 Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favour of the Successful Bidder in any manner whatsoever, and CWC will continue to have complete ownership of the Site/Facility. **Following the issuance of the LoA, the Successful Bidder would have the right to visit and undertake due diligence and other tests as it may deem fit.**
- 8.13 Based on the due diligence, which may include by way of issuing a public notice, and other tests undertaken by the Successful Bidder, in case of any adverse findings including the deficiencies in title, land conditions, discovery of third-party claims or litigations or past non-compliances, etc., the Successful Bidder may issue a written notice along with the supporting documents to the Authority, following which the Successful Bidder and the Authority shall engaged in good faith discussions to rectify such adverse findings or any variations including to the proposed concession fee. Any agreements between the Successful Bidder and the

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Authority, including any variations, shall be recorded through an amendment to the LoA and amendments to the Concession Agreement, as deemed necessary by the Successful Bidder and the Authority. In the event the Successful Bidder and the Authority are unable to arrive at an amicable solution, which is to the satisfaction of the Successful Bidder, the Successful Bidder shall have the ability to, before the expiry of the period of 45 days from the LoA, to issue a written notice to the Authority to terminate the LoA. Upon such termination of the LoA, the Successful Bidder would no longer be obligated to execute the Concession Agreement, the EMD submitted by the Successful Bidder shall be forfeited by the Authority.

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9. Execution of Concession Agreement:

- 9.1 The Concession Agreement [as per the RFP Part-III] will be signed by the Corporation with the SPC formed by the successful bidder, within 45 days from the date of issue of LOA subject to the submission of the performance guarantee as per the DCA. The SPC will be referred to as the “Concessionaire” in the Concession Agreement.
- 9.2 Please take note that the issuance of the Concession Agreement does not grants or vests any ownership rights and/ or possession rights over the Site in favour of the Concessionaire in any manner whatsoever, and CWC will continue to have complete ownership and possession of Site. Following the issuance of the LoA, the Successful Bidder would have the right to visit and undertake due diligence and other tests as it may deem fit. The Corporation will hand over the Site to the Concessionaire on the appointed date as defined in the concession agreement for the Concession Period of 45 (forty five) years, subject to the provisions of the concession agreement.

10. Pre-Bid Meeting:

Pre-bid Meeting will be held via video conference. However, Bidders may physically attend the meeting at following venue as per the following scheduled & venue at the address given below: -

Date	Time	Venue
02.04.2024	1500HRS	Through VC

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CHECKLIST FOR QUALIFICATION BID

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

dated 16.04.2024

Requirement	Complied with (Yes / No)
The bid document is digitally signed by the authorized signatory/representative	
The Proposal and all related correspondence and documents in relation to the Bidding Process are in English Language.	
Supporting documents and printed literature furnished with the Proposal in any other language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	
I/We have read and made myself/our self well conversant with the provision/information contained in CWC's General Conditions of Letter of Award, Concession Agreement [RFP Part-II, III& IV]; and we affirm to abide by the same.	

S. No.	Document / enclosure for submission	Submitted (Yes / No / Not Applicable)
1	Bid Document Fee of Rs 35,400/- (Indian Rupees Thirty-Five Thousand Four Hundred Only) to be paid online.	
2	EMD of as per clause 6 to be paid online	

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
1.1	Scanned copy of RFP Part-I to Part III as issued by Central Warehousing Corporation for the Project, digitally signed on each page by the authorized signatory have been uploaded.			
1.2	Uploading of Scanned copy of Covering Letter as per the prescribed format in Bid Form-1; i) signed by authorized signatory ii) on the letterhead of the Bidder			
2(A)	Uploading of scanned copy of General Information about the sole Bidder/Lead Member as per the prescribed format in Bid			

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S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	Form 2; Evidence of incorporation			
2(B)	Uploading of scanned copy of General Information about Member-1 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
2(C)	Uploading of scanned copy of General Information about Member-2 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
2(D)	Uploading of scanned copy of General Information about Member-3 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
3	Information for Technical Eligibility for sole Bidder/Member in case of Consortium certified by Statutory Auditor/CAs per the prescribed format in Bid Form-3;			
4	<p>Information for Financial Eligibility for sole Bidder/Member in case of Consortium certified by Statutory Auditor/CAs per the prescribed format in Bid Form-4 and/ or the certificate regarding the Minimum Available Capital certified by Statutory Auditor/CAs (Separate forms for each Member in case of Consortium where Financial experience is aggregated).</p> <p>Audited annual financial reports/Income tax return along with financial statements duly certified by Statutory Auditor/Chartered Accountant of the Bidder or in case of a Consortium, of each Member, for last 3 (three) financial years. (if applicable)</p> <p>If the bidding entity is registered within last 3 (three) financial years. The bidders are required to submit the Audited annual financial reports/Income tax returns for the available financial years.</p>			
5	Uploading of scanned copy of Joint Bidding Agreement ('JBA') including the mandatory			

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S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	legal provisions as mentioned in Bid Form 5, in case of Bidder being a consortium, executed on non- judicial stamp paper of INR 100/- and duly notarised .			
	Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting formation of JBA has been submitted.	(Yes/No/Not Applicable)		
	JBA executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Agreement is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
6	Uploading of scanned copy of Earnest Money Deposit (EMD) payment instrument, if not paid online			
7	Uploading of scanned copy of Power of Attorney (submitted by the Member/ Lead Member for signing of Bid) executed on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-6;			
	Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been uploaded	(Yes/No/Not Applicable)		
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
8	Uploading of scanned copy of Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-7;			
	Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing	(Yes/No/Not Applicable)		

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S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	the Power of Attorney has been submitted			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
9	Uploading of scanned copy of Undertaking from Bidder/Member of Consortium for claiming experience from Associate Entity on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-8, if applicable;			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
9A	Uploading of scanned copy of Undertaking from Bidder/Member of Consortium for claiming experience of Partnership Firm on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-8A, if applicable;			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
10	Uploading of scanned copy of Statement of Legal Capacity as per the format prescribed at Bid Form-9,			
	Signed by Authorized Signatory	(Yes/No/Not Applicable)		
	On the letterhead of the Bidder	(Yes/No/Not Applicable)		
	Uploading of scanned Copy of Charter/Registration/Incorporation/ Identity proof & PAN in case of Individuals.			
	UNDERTAKING executed and issued outside the	(Yes/No/Not Applicable)		

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S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the undertaking is being issued and then stamped in India as per the applicable State laws.			
12	Uploading of scanned copy of Information on Conflict of Interest (Format attached as Schedule IV).			
13	Uploading of scanned copy of the Bid Form no 10: Affidavit for compliance to payment terms			
14	Uploading of scanned copy of Certificate of incorporation/ registration/ Partnership deed and respective charter documents of the Bidder. For the companies registered outside India, the Bidder is required to establish a proof of registration via the evidence with a support document as applicable.			
15	Uploading of scanned copy of the Bid Form no 11: Pre-Contract Integrity Pact			
16	Tentative Business Plan : A tentative/proposed business plan consisting of Nature of Activities/Business to be conducted by Concessionaire and the tentative area /capacity/other verticals to be developed.			

(Signature of the Authorized Signatory)

**Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN
EAST ZONE.**

CHECKLIST FOR E-BID FOR FINANCIAL PROPOSAL

(FINANCIAL BID) – only to be uploaded online

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

All financial proposals/ documents along with check list in separate cover to be uploaded online with digital signature.

Digitally Signed

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APPLICABLE BID FORMS FOR RELEVANT CATEGORY BIDDER(S)

Bid Forms	Sole Bidder				Consortium
	Individual	Proprietor	Partnership firm/LLP	Company	
BID FORM 1: Covering Letter	✓	✓	✓	✓	✓
BID FORM 2: General Information about the Bidder	✓	✓	✓	✓	✓
BID FORM 3: Information for Technical Capacity	✓	✓	✓	✓	✓
BID FORM 4: Information for Financial Capacity	✓	✓	✓	✓	✓
BID FORM 5: Mandatory Legal provisions to be included in Joint Bidding Agreement by Consortium Members					✓
BID FORM 6: Special Power of Attorney for signing of Bid			✓	✓	✓
BID FORM 7: Special Power of Attorney in favour of the Lead Member of Consortium					✓
BID FORM 8: Undertaking from Bidder for Claiming Financial Experience of Associate Entity	✓	✓	✓	✓	✓
BID FORM 8A: Undertaking from each Bidder for Claiming Financial Experience of Partnership Firm			✓		✓
BID FORM 9: Statement of Legal	✓	✓	✓	✓	✓

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

Bid Forms	Sole Bidder				Consortium
	Individual	Proprietor	Partnership firm/LLP	Company	
Capacity					
BID FORM No. 10: Affidavit for compliance of the payment terms	✓	✓	✓	✓	✓
BID FORM 11: Pre-Contract Integrity Pact	✓	✓	✓	✓	✓
RFP Part II & III	✓	✓	✓	✓	✓
BID FORM 12: Financial Proposal	✓	✓	✓	✓	✓
Tentative Business Plan	✓	✓	✓	✓	✓

**The above check-lists have been prepared only for convenience purposes. Any omission in the same shall not exempt the Bidders from complying with the terms of the RFP in its entirety.*

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

BID FORM 1: COVERING LETTER

Date:

To,

General Manager (NBP&P)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016

Sub:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE

Dear Sir,

1. With reference to your Bid Document No. CWC CO-CD0COMM/24/2022-CoMM Dated 16.04.2024 of YYYY, I/We (Name of Bidder/Name of the Consortium/ Names of all members of the consortium) hereby undertake that I/We (Name of Bidder/Name of the Consortium/Names of all members of the Consortium) have studied the whole RFP carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents,
2. We (Name of Bidder/Name of the Consortium/Names of all members of the Consortium) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit our Bid for the aforesaid Project for the Site at the following locations: *(Kindly strike-off the locations the bidder is not bidding for)*

S. No.	Site Location	State
1.	Ranchi	Jharkhand
2.	Jamshedpur	Jharkhand
3.	Cuttack	Odisha
4.	Jajpur Road	Odisha
5.	Kishanganj	Bihar
6.	Samastipur	Bihar
7.	Uluberia	West Bengal
8.	N.S. Dock	West Bengal
9.	Bonhooghly	West Bengal
10.	Taratala	West Bengal

3. My/Our Bid is unconditional and unqualified.
4. I/We also agree to keep this offer open for acceptance for a period of 180 days from the Bid opening Date.
5. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
6. I/ We acknowledge that the CWC will be relying on the information provided in the Bid and the documents accompanying the Bid for allotment of the aforesaid Plot and we certify that all information provided therein is true and correct; nothing has been omitted which renders

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

7. This statement is made for the express purpose of our selection as Concessionaire for the aforesaid Site.
8. I/ We shall make available to the CWC any additional information it may find necessary or require supplementing or authenticate the Bid.
9. I/ We acknowledge the right of the CWC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
10. I/ We certify that in the last three years, I/we/any of the Members of our consortium have neither failed to perform on any contract, nor subject to imposition of any penalty/ damages / costs by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
11. I/We declare that:
 - a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by CWC; and
 - b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the CWC or any other public sector enterprise or any Government, Central or State; and
 - d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and
 - f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Opening Date and I/We shall continue to abide by them.
12. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
13. I/We believe that I/We/ our Consortium satisfy(ies) the Financial Eligibility specified in the

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

Bid Documents.

14. I/We declare that I/We/ any Member of the consortium, am/are/ is not a Member of any other Bidder/consortium submitting a Bid for the Project.
15. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our consortium or any Member of our consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
16. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our consortium or any Member of our consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.
17. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.
18. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate CWC of the same immediately.
19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CWC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Successful Bidder, I/We agree to sign the Letter of Award (LoA) and the Concession Agreement through SPC [RFP Part-II & III]; provided along with this bid document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. Also, I/We agree to pay the Performance Security in accordance in terms of bid documents.
21. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CWC or in respect of any matter arising out of or relating to the Bidding Process including the handover of the Site.
22. Earnest Money Deposit (EMD) of Rs 10,00,000/- [Indian Rupees Ten Lakhs Only] is hereby submitted online or in the form of NEFT/RTGS to CWC in accordance with the Bid Documents.
23. I/We also understand that the full value of Earnest Money Deposit (EMD) shall be forfeited in case I/We fail to fulfil the requirements laid down in the Bid document for the purpose.
24. Our Financial Proposal is enclosed in a separate sealed Cover 2. The annual offered concession fee has been quoted by me /us after taking into consideration all the terms and

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the RFP and Site and fall the conditions that may affect the Site.

25. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us or our Bid is not opened or rejected.
26. We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for CWC to reject our Bid and forfeit the Earnest Money Deposit (EMD).
27. I/We has/have examined the relevant papers for the Site available with CWC such as land plan before submission of the Bid. CWC shall not be held responsible for any delay on account of any shortcoming in land plan, and no demand for any compensation shall be raised against CWC on this account.
28. I/We, agree to be severally/jointly liable for all the obligations as this bid document.

In witness thereof, I/ We submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Seal of the Bidder/
{Lead Member of the Consortium}

(Signature of the Bidder/Authorized Signatory)
(Name and designation)

Date:
Place:

Encl:

1. Checklist of Documents submitted by us
2. Earnest Money Deposit (EMD)
3. Other documents as per prescribed formats

Note:

1. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
2. Strike out whichever is not applicable if the Bidder is not an Individual.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

BID FORM 2: GENERAL INFORMATION ABOUT THE BIDDER

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

Name of Project:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE across India

1. Full Name of the Bidder : (in Block Letters)
2. Bidder's Constitution (for example: Individual/Proprietorship/ Partnership/LLP/Public Limited Co./ Pvt. Ltd. Co.)
3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence
4. Bidder's Telephone No.
E-mail address
5. Name & Address of Proprietor/ Partners/ Directors of the Company
(Provide names, office & residential addresses, telephone nos., fax nos., e-mail, Profession/ Business engaged in, etc.)
6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation.
7. Details of individual(s) who will serve as the point of contact/communication for CWC
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
8. Particulars of the Authorised Signatory of the Bidder, if any
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) E-Mail Address
9. PAN CARD NUMBER (Copy of PAN CARD to be attached):
10. GST Number (Copy of GST to be attached):
11. Other Documents to be attached:

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

- i. For Registered Company/PSU/ statutory body:
 - Copy of Certificate of Incorporation
 - Copy of Memorandum of Association
 - Copy of Articles of Association
 - Current List of Auditors
- ii. For Partnership Firm:
 - Copy of the partnership deed
 - List of partners
 - Copy of registration of Partnership deed.
- iii. For Sole Proprietorship:
 - Declaration of Sole Proprietorship as per Schedule-IV under the Digital signature of sole proprietor.
- iv. For LLP:
 - Copy of Limited Liability Partnership Agreement.
 - Copy of certificate of registration.
 - Current list of Partners.
- v. For Co-operative Society:
 - Bye-Laws (of cooperative Society).
 - Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender.
- vi. For Others:
 - Notarized copy of certificate of Incorporation.

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the consortium.

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BID FORM 3: INFORMATION FOR TECHNICAL CAPACITY

(For Bidder/ Each Member of the Consortium)

A. For development projects

Bidder type #	Proposed Equity Shareholding in Consortium (%)	Number of Project	Project Description as per Clause 4.1	Project Cost (Equivalent INR. crore) ^{SS}
(1)	(2)	(3)	(4)	(5)
Single entity bidder		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 1		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 2		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 3		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 4		Project 1		
		Project 2		
		Project 3		
		Project 4		

B. For operations and maintenance projects

Bidder type #	Proposed Equity Shareholding in Consortium (%)	Number of Project	Project Description as per Clause 4.1	Warehouse facility under Operations/ Maintenance (sq mts)	Earnings from the facility in last 5 years (Equivalent INR. crore) ^{SS}
(1)	(2)	(3)	(4)	(5)	(6)
Single entity bidder		Project 1			
		Project 2			
		Project 3			
		Project 4			

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Consortium Member 1		Project 1			
		Project 2			
		Project 3			
		Project 4			
Consortium Member 2		Project 1			
		Project 2			
		Project 3			
		Project 4			
Consortium Member 3		Project 1			
		Project 2			
		Project 3			
		Project 4			
Consortium Member 4		Project 1			
		Project 2			
		Project 3			
		Project 4			

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate,

^{ss} For conversion of other currencies to Indian Rupees, the rate of conversion shall be as per the Reserve Bank of India (“RBI”) reference rate as on the first day of the month preceding the month of the opening of the Bid. In case of currencies not indicated under the RBI reference rate, the same shall be converted to US\$ as per the IMF reference rate as on the Conversion Date and the amount so derived in US\$ shall be converted into Indian Rupees as per the US\$ RBI reference rate as on the conversion date.

Note:

- 1. Only completed projects will be considered for evaluation. The bidder shall submit the completion certificate along with the CA certificate specifying the Project Cost as per the format specified in Schedule-II.*
- 2. In case the project submitted by the bidder is undertaken in a consortium. The consortium agreement mentioning the share of each party shall be submitted along with the bid documents.*
- 3. If Company A is showcasing this project as the eligibility project, then the project cost considered for evaluation will only be INR 40 Crores (i.e., 40% of the total project cost). If Company A is showcasing this project as the eligibility project than the project cost considered for evaluation will only be INR 40 Crores (i.e., 40% of the total project cost).*

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BID FORM 4: INFORMATION FOR FINANCIAL CAPACITY

(For Bidder/ Each Member of the Consortium)

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

Name of Project: Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE

Net worth: Net Worth shall mean (Paid-up Capital including Equity/Security Premium+ General Reserves) Less (Revaluation Reserves+ Accumulated Losses + Deferred Revenue Expenditure & Miscellaneous Expenditure not written off). It should be presented in the following tabular format (along with the copies of audited annual financial statement of FY claimed) certified by the Statutory Auditor/ Chartered Accountant of the Bidder or of each Member (in case of a Consortium):

Calculation of Net Worth		Amount (₹in Cr)
Particulars		As on 31 st March 2023
	Subscribed and Paid up Share Capital	
Add	Equity/Security Premium	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Deferred Revenue Expenditure and Miscellaneous expenditure not written off	
TOTAL NET WORTH		

*For conversion of other currencies to Indian Rupees the rate of conversion shall be as per the Reserve Bank of India (“RBI”) reference rate as on the first day of the month preceding the month of opening of Bid. In case of currencies not indicated under the RBI reference rate, the same shall be converted to US\$ as per IMF reference rate as on the Conversion Date and the amount so derived in US\$ shall be converted into Indian Rupees as per the US\$ RBI reference rate as on the conversion date.

.....
(Name & Signature of Authorised Signatory)

In the capacity of (position) duly authorized to sign this Bid for and behalf of (name of Bidder / Lead Member of the Consortium) (Address)

The information given above are true as per the audited annual financial statement of the Bidder/Member. We have signed this Bid Form 4 in our capacity as the Statutory Auditor/ Chartered Accountant* of (name of the Bidder/ Member of Consortium).

Signature of the Statutory Auditor/ Chartered Accountant*
Name of the Statutory Auditor / Chartered Accountant
Company Seal of the Statutory Auditor/ Chartered Accountant*

Note:

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1. In case a Bidder is drawing any financial eligibility of its Associate Entity, a separate Form-4 in the name of each such company/entity firm along with proof of relationship with the Bidder/Member of the Consortium shall also be attached which should also be supported with relevant applicable Form-8 and 8 (A) of the RFP Part I.
2. In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors.
3. For those Individuals/ Proprietorships or entities whose accounts are not required to be audited as per the law “Statutory Auditor” will be replaced with “Chartered Accountant” who is a member of ICAI.
4. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Eligibility criteria.
5. In case Bid Form-4 consists of more than one-page, Statutory Auditor/ Chartered Accountant & Authorised Signatory shall sign with seal on all pages.
6. Partners of a Partnership Firm can participate as individuals or form a Consortium. The Financial experience of the partnership firm can be considered as the experience of Partner(s) in proportion to their respective stakes in the Partnership Firm for Financial eligibility for such Bidder/Member of Consortium. The Bidder has to also submit the copy of Partnership Deed and Bid Forms-8A.

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BID FORM 5: MANDATORY LEGAL PROVISIONS TO BE INCLUDED IN JOINT BIDDING AGREEMENT BY CONSORTIUM MEMBERS

1. Covenants:

The Parties (i.e. the Consortium Members) hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a new Special Purpose Company (the “SPC”) under the Indian Companies Act, 2013 for performing all its obligations under Letter of Award (LoA), and perform its obligations as the Concessionaire in terms of the Concession Agreement, to be executed with Central Warehousing Corporation (CWC). All terms and conditions contained in this Concession Agreement will, insofar as they are relevant, are to be specifically incorporated in the Articles of Association of the SPC.

2. Roles of the Parties:

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Concession Agreement when all the obligations of the SPC shall become effective. The role of First Part shall be
- b. Party of the Part shall be {the Technical Member(s) of the Consortium} and the role of Second Part shall be
- c. Party of the Part shall be {the Financial Member(s) of the Consortium} and the role of Third Part shall be
- d. Party of the Part shall be {the Financial Member(s) of the Consortium} and the role of Fourth Part shall be

3. Joint and Several Liability: -

- a) The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents, Letter of Award (LoA), and Concession Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. (Lead Member) shall be authorized to act on behalf of the Consortium as their representative for bidding and implementation of the Project.
- b) The Parties shall fully abide by all the norms with respect to building regulations and permissions (as amended from time to time) as per Development Control Regulations (DCR) and any other applicable law with respect to the Offered Area under the Project, and further the Parties shall also fully abide by the applicable Development Plan with respect to the Project.
- c) The Parties shall not use the said Plot with respect to the Project for any purpose other than that for which it has been offered, nor shall use the building constructed on it for a purpose other than that for which it has been constructed as per the Development

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Plan pertaining to the said Site. The Parties shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or CWC from time to time.

4. Shareholding in the SPC:

4.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party:

5. Representation of the Parties:-

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
- b) The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member, is annexed to this Agreement, and will not, to the best of this knowledge- of the parties:
 - i. violate any Applicable Law presently in effect and having applicability to it;
 - ii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iii. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - iv. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Note:

- *The Consortium members may prepare and execute a comprehensive Joint Bidding Agreement amongst themselves, however any such Joint Bidding Agreement so executed has to include the*

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

above mandatory legal provisions within it.

- *Joint Bidding Agreement should be executed on Non-Judicial Stamp Paper of appropriate value, as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100 and duly notarised. Joint Bidding Agreement, which is executed and issued outside the territory of India, is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Agreement is being executed.*
- *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member.*
- *For Joint Bidding Agreement executed and issued overseas, the document shall be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

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BID FORM 6: SPECIAL POWER OF ATTORNEY FOR SIGNING OF BID

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

This form is to be submitted only by the Bidder/ Lead Member, in case of Consortium.

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

Know all men by these presents, We, (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **"Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE across India"** Project proposed by the Central Warehousing Corporation (CWC), including but not limited to signing and submission of all bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to CWC, representing us in all matters before CWC, signing and execution of all contracts including the LoA, Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with CWC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with CWC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20xx

FOR

Signature

(Director)

Name of the Person :

Address

Company Seal :

Accept

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

(Director of the Lead Member)

I hereby attest and identify the signatures of our Attorney above-named.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

Signature

(Director)

Name of the Person:

Address

Seal of the Entity :

[Notarised]
Name, Sign and Seal of the Notary

Witnesses:

1.

2.

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter / organizational/ constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit, for verification, the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.
- For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be consularized by the Indian Embassy if it carries a conforming Appostille certificate.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

BID FORM 7: SPECIAL POWER OF ATTORNEY IN FAVOUR OF THE LEAD MEMBER OF CONSORTIUM

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

WHEREAS THE CENTRAL WAREHOUSING CORPORATION (the “Corporation” or “CWC”) has invited **Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE** (the “Project”).

WHEREAS, M/s, M/s and M/s (insert name and address and registered office of all the Members) have formed a Consortium to submit their Bid in response to the Bid Documents for issued by the CWC.

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW YOU ALL BY THESE PRESENTS, that

We, M/s M/s [name of the Company or other entities], a company incorporated/ under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered, having its Registered Office at [address of the company] (hereinafter referred to as “Other Member 1”) and

M/s M/s [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered, having its Registered Office at [address of the company] (hereinafter referred to as “Other Member 2”)and

M/s M/s [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered, having its Registered Office at [address of the company] (hereinafter referred to as “Other Member 3”) do hereby nominate, constitute and appoint M/s M/s [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered, having its Registered Office at [address of the company] (hereinafter referred to as “Lead Member”) as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:

1. To act as the Lead Member of the Consortium for the purposes of the Project;
2. In such capacity, to act as the Consortium’s official representative for submitting the Bid for the Project and other relevant documents in connection therewith.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

3. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
4. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
5. To sign and execute contracts relating to the Project, including variation and modification thereto;
6. To represent the Consortium at meetings, discussions, negotiations and presentations with CWC, Government Authorities, Competent Authorities and other Project related entities;
7. To receive notices, instructions and information for and on behalf of the Consortium;
8. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.
9. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney and/or delegated attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney and/or delegated attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium

IN WITNESS WHEREOF the Consortium Member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year]

FOR
Signature
(Director)
(of the Other Member 1 of the Consortium)

Name of the Person :
Company Seal :
FOR
.....
Signature
(Director)
(of the Other Member 2 of the Consortium)

Name of the Person :
Company Seal :

(Executants)

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

(To be executed by all the Other Members of the Consortium)

Countersigned by the Authorised Signatory of the Lead Member of the Consortium

.....

Signature

(Director)

Name of the Person:

Designation:

Company Seal/Seal of the Entity

Notarised
Name, Sign and Seal of the Notary

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Other Members of the Consortium)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter / organizational/ constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.
4. For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be consularized by the Indian Embassy if it carries a conforming Appostille certificate.

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BID FORM 8: UNDERTAKING FROM BIDDER FOR CLAIMING FINANCIAL EXPERIENCE OF ASSOCIATE ENTITY

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

(Each sole Bidder/Member of a Consortium which is relying upon the financial experience of its Associate Entity has to submit this Undertaking on Non-Judicial Stamp Paper of appropriate value (*as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100*) and duly notarised. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Undertaking is being executed)

Date:

Place:

To,
General Manager (NBP&P)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi -110 016

Sub:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE

Dear Sir,

This has reference to the Bid being submitted by (mention the name of Bidder/Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the Central Warehousing Corporation dated, DD/MM/YYYY.

We hereby confirm the following:

1. I/We am/are relying upon the credentials of the following Associate Entity to Bid for the Project, and the nature of our legal relationship Bid Form-3 & 4 of RFP Part I, as per the requirements stated in the Bid Documents, is provided in the table A, B and C below. The details of the equity shareholding in support of the legal relationship, duly certified as per the requirement of this Bid Documents, are enclosed.
2. The detailed Financial experience of our holding/subsidiary Company (insert name of the Associate Entity) for the above mentioned projects is enclosed, duly certified as per the requirements of Bid Form-3 and this Bid Documents in respect of Financial Eligibility.
3. We also agree that any change which affects our eligibility at any point of time till the payment of first annual offered Concession Fee, could lead to termination of the contract and forfeiture of the Performance Security, as the case may be, by CWC.
4. We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoA, Concession Agreement.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

5. We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request CWC to consider our financial experience as specified in the Bid Documents, for the purposes of evaluation of the financial eligibility criteria.

For and on behalf of (insert name of the Bidder /the Consortium)

.....

Signature

(Director) (Company Secretary)

(of the Bidder / Member of the Consortium)

Name of the Person:

Designation:

Address

Company Seal/Seal of Entity

Countersigned by the Authorised Signatory of the Bidder / Lead Member in case of a Consortium

.....

Signature

Name of the Person:

Designation:

Address

Enclosed:

1.

2.

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BID FORM 8A: UNDERTAKING FROM EACH BIDDER FOR CLAIMING FINANCIAL EXPERIENCE OF PARTNERSHIP FIRM

(Each sole Bidder/Member of a Consortium which is relying upon financial experience of its Partnership Firm has to submit this Undertaking on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date:

Place:

To,
General Manager (NBP&P)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi - 110 016

Sub:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

Dear Sir,

This has reference to the Bid being submitted by (Mention the name of Bidder/ Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the Central Warehousing Corporation dated DD/MM/YYYY.

I/We hereby confirm the following:

1. I Am/We are relying upon the credentials of the following Partnership Firm to Bid for the Project, and the nature of my/our legal relationship, as per the requirements stated in the Bid Documents, is provided in the tables A, B and C below. The details of my/our stake (Copy of Partnership Deed etc.) in support of the legal relationship, duly certified as per the requirement of the Bid Documents are enclosed.

Details of Net-worth to be considered to fulfil the Financial Eligibility:

Calculation of Net Worth		Amount (₹in Cr)
Particulars		As on 31st March 2023
	Subscribed and Paid up Share Capital	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Deferred Revenue Expenditure and Miscellaneous expenditure not written off	
TOTAL NET WORTH		

2. The detailed Financial eligibility of the Partnership Firm (insert name of the Partnership Firm) for the above mentioned projects, Total/Gross Turnover and Net-worth is enclosed, duly certified as per the requirements of this Bid Documents in respect of Technical

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

and/or Financial Eligibility.

3. I/We also agree that any change which affects my/our eligibility at any point of time till the payment of first annual offered Concession Fee could lead to termination of the contract and forfeiture of the Earnest Money Deposit (EMD) by CWC.
4. I am/We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request CWC to take into account the above credentials of the Partnership Firm while considering my/our technical and/or financial strengths, experience and track record as specified in the Bid Documents, for the purposes of evaluation of the minimum technical and/or financial eligibility criteria.

For and on behalf of: (insert name of the Bidder/Member of the Consortium which is relying upon the experience of its Partnership Firm)

Signature

(Bidder/ Member of the Consortium)

Name of the Person:

Designation:

Address:

Enclosed:

1.
2.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

BID FORM 9: STATEMENT OF LEGAL CAPACITY

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

{To be printed on the authorised Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}

Date:

Place:

To,

General Manager (NBP&P)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016

Sub:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

Dear Sir,

We hereby confirm that we/**our members in the Consortium (constitution of which has been described in the Bid) are permitted to Bid and execute the Project(s), if selected, as per the object of business of our charter/ registration/ incorporation documents, satisfy the terms and conditions laid out in the Bid Documents and that we are not otherwise debarred from bidding for this Project(s) by any provision of Applicable Laws.*

We have agreed that (insert Member's name) will act as the Lead member of our Consortium.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on behalf** and has been duly authorised to submit the Bid Documents. Further, the authorised signatory is vested with requisites power to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signatory, name and designation of the authorised signatory)
For and on behalf of

* Copy of charter/registration/incorporation documents should be attached with this Bid Form.

** *Please strike out whichever is not applicable*

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BID FORM 10: AFFIDAVIT FOR COMPLIANCE TO PAYMENT TERMS

[To be provided by the Successful Bidder along with the Financial Bid]

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs. 100)

I/we, [Name], having is registered office at [Address], represented through its authorised signatory [Name]/ [resident of [Address], aged [•]] (*as applicable*), do hereby solemnly affirm and declare that-

I/ We intend to participate in the tender process for Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE bearing Bid Document No. CWC CO-CD0COMM/24/2022-CoMM Dated 16.03.2024

1. I/ We have paid an amount of Rs. 11,00,000/- (Indian Rupees Eleveen Lakh Only) as Earnest Money Deposit (EMD) at the time of release of RFP for participation in the bidding process.
2. I / We agree and acknowledge that upon submission of the Financial Bid, in the event I/ we am/ are declared as the Highest Bidder (H1) bidder for the said Tender, CWC will issue a LoA in my/ our favour.
3. After issuance of the LoA in my/ our favour and upon acceptance of the LoA by me/ us within 7 (seven) days of receipt of the LoA, I/we acknowledge that I/ we shall be required to submit the performance Bank Guarantee equivalent to the sum of two years to quoted annual Concession Fee to CWC within 45 days from the date of issuance of this LoA or before the execution of the Concession Agreement whichever is earlier in accordance with the terms of the Bid Documents.
4. I hereby agree and acknowledge that upon complete payment of the Concession Fee within a period of 45 days from the date of issuance of the LoA, CWC shall sign the Concession Agreement. In this regard, I hereby agree and acknowledge that the issuance of the Concession Agreement does not grants or vests any ownership rights and/ or possession rights over the Site/Facility in my/ our favour in any manner whatsoever, and CWC shall continue to have complete ownership and possession of the Site/Facility. **Following the issuance of the LoA, I would have the right to visit and undertake due diligence and other tests as it may deem fit.** CWC will hand over the Site to the Concessionaire on the appointed date as defined in the concession agreement after compliance of the requisite conditions as mentioned in the concession agreement, for the Concession Period of 45 (forty five) years subject to and in accordance with the provisions of the concession agreement., mentioned in the Concession Agreement. Further, the Concessionaire will hand over the Site/Facility to the Corporation without any encumbrance or financial liability at the end of concession period.
5. I/ we hereby agree and acknowledge that other than for reasons as set out in Clause 8.14 of the RFP, in the event I/we are unable to or fail to make complete payment of the Concession Fee (along with the accrued interest therein, if any) within the stipulated time period on or before the due date of payment in accordance with the terms of the LoA, the Concession Agreement and the Bid Documents, I/ we hereby unconditionally and irrevocably agree that CWC at its sole discretion shall have the absolute right to forfeit the Earnest Money Deposit (EMD) and take further appropriate actions as per terms of Bid Documents. In this regard, I/ we shall not raise any objections and I/ we hereby give my/ our full consent to the forfeiture of the Earnest Money Deposit (EMD) amount by CWC.

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

6. I/ We further unconditionally agree that due to my/ our inability and failure to pay any instalment of the Concession Fee (along with the accrued interest therein, if any) within the stipulated time period on or before the due date of payment in accordance with the terms of the LoA, the Concession Fee and the Bid Documents, other than for reasons set out in Clause 8.14 of the RFP, CWC or the competent authority in this regard, including CWC shall have the absolute right to exercise any or all of the following rights against me/ us:
- a. Forfeit the Earnest Money Deposit (EMD) amount and any other amounts paid by me to CWC;
 - b. Forfeit the Performance Security amount paid by me to CWC in the form of Bank Guarantee.
 - c. Impose penal interest for delay in payment computed in accordance with the interest rates set out in the Bid Documents;
 - d. To recover from me/ us any loss that is incurred by CWC due to re-tendering the said Project;
 - e. Recoveries can be made against me/ us by deducting/ setting off any recovery amount from the amount deposited by me/ us with CWC pursuant to my/ our participation in any other tender floated by CWC;
 - f. To disqualify/ blacklist me/ us from participation in any other tenders floated by CWC for a period 2 years;
7. I/ We hereby further agree, acknowledge and affirm that in the event of any change in applicable laws including but not limited to the local laws of the State, CWC shall have the absolute right to change the terms and conditions of the Bid Documents and I/ we shall have no objection to the same.
8. In the event of exercise of any and all rights by CWC, as set out in Para 8 above, I/ we shall have no objection to the same and hereby provide my/ our irrevocable consent regarding it. Further, I/ we hereby undertake and covenant that in the event of exercise of such rights by CWC, I/ we will not challenge any such action of CWC before any court of law and shall abide by the orders of CWC.
9. I/ We hereby confirm that my/ our details for serving any show cause notice and/ or any other notice by CWC shall be as follows and in the event, there is any change in the below mentioned details, I/ we shall inform CWC with immediate effect:
- a. Name of Individual/ Name of Company [as applicable]:
 - b. Name of authorised signatory (if applicable)
 - c. Address/ Registered office address:
 - d. Mobile No/ Contact No:

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

- e. Email ID:
 - f. Fax No:
10. I/ We hereby represent and warrant that all the information provided by the me/ us as required under the Bid Documents is true, correct, complete and accurate in all respects and if found incorrect, untrue or incomplete, CWC shall have the right to exercise any rights mentioned in Para 8 above and/ or impose penalties upon me/ us in accordance with the provisions of the Bid Documents.
 11. We have read and understood all the provisions included in the bid documents and abide by them.
 12. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(To be signed by the Authorized Representative of the Firm/ Signed by Individual [as applicable])

Name of the Authorized Representative/ Individual [As applicable].

Name of the Firm (if applicable)

Dated:

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

BID FORM 11: PRE-CONTRACT INTEGRITY PACT

(Under digital signature of Authorized Signatory)

Bid Document No. CWC CO-CD0COMM/24/2022-CoMM

Dated 16.03.2024

General

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

WHEREAS the CORPORATION proposes to appoint Concessionaire at and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of CWC.

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Corporation

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

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process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The CORPORATION will, during the pre-contractor stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

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

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- 3.3. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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- 3.5. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.10. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.

5.1. Sanctions for Violations

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit/ The Bid Security Declaration shall stand effective (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is

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signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/ rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2. The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.l(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

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6.1. The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the CORPORATION, if the contract has already been concluded.

7. Independent Monitor

7.1. The CORPORATION has appointed **Sh. Sudhanshu Sekhara Mishra**, E-112, Falcon Residency Apartment, Near KIIT, Patia, Bhubaneswar-7, Dist. Khuda, Odisha **AND Sh. Rajni Kant Mishra**, Parijat, Near Hotel Niharika Palace, Village Thapaliya Mehraon, Naukuchiya Tal , Dist. Nainital, Uttarakhand as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

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

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

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the

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documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

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9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

12. The parties hereby sign this Integrity Pact at on

CORPORATION

Name of the Officer
Designation

Witness

1.

2.

BIDDER

Name of the Officer
Designation

Witness

1.

2.

**Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN
EAST ZONE.**

SCHEDULE – I: LAYOUT PLAN OF THE SITE

To be provided separately

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SCHEDULE – II: PROFORMA FOR INFORMATION OF WORK EXPERIENCE CERTIFICATE

(To Be Furnished By The Tenderer (from each concerned parties.)

This is to certify that M/s have worked as for the works of and their performance was found satisfactory. The details of work carried by them are as under:

S. No.	Name of Client/customer served	Nature of the work/ contract executed	Contract start date	Contract Completion date	Total value of work/ contract executed	Remarks
1.						
2.						
3.						
Grand Total						

Date :

Signature:

(Name & Designation of Signing Authority Seal of the Company / Organization)

Note:

1. Certificate issued from Private Organization shall be supported by TDS certificate.
2. Experience certificate of contracts not completed satisfactorily shall not be considered for qualification)

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SCHEDULE-III: UNDERTAKING FOR SOLE PROPRIETARY FIRM

I, R/o do hereby Solemnly affirm and declare as under: -

1. That I am Sole Proprietor of (Sole Proprietor Firm Name)
2. That the office of the firm is situated at

Place:

Date:

(Authorised Signatory)

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SCHEDULE-IV: UNDERTAKING FOR INFORMATION ON CONFLICT OF INTEREST

(Each sole Bidder/Member of a Consortium which is relying upon financial experience of its Partnership Firm has to submit this Undertaking on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date: _____

Place: _____

To,
General Manager (NBP&P)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi - 110 016

Sub:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE across India

Dear Sir,

We <add the name of the bidder> (the “Bidder”) are participating and submitting the subject bid.

We declare and confirm that we, the Bidder, do not have any conflict of Interest, in accordance with the terms / Clause of this RFP including (Part I, II & III).

(Authorised Signatory)

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**RFP PART II:
LETTER OF AWARD**

Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model IN EAST ZONE.

RFP PART II: LETTER OF AWARD

Ref No:

Place:
Date: DD/MM/YYYY

To,

[Company]Details of the Successful Bidder

Kind attention: (Name of the Authorised person of the Successful bidder to be added)

Dear Sir/ Madam

Sub: Development of the Warehouse Facility through PPP under DBFOT model at <Name of the location will be added along with the area at the time of issuance>

Letter of Award

1. We refer to the Bid dated DD.MM.YYYY including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated DD.MM.YYYY and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
 - a. As per your Financial Bid dated DD/MM/YYYY, the Concession Fee of the highest bid submitted by you is INR (the “Concession Fee”) Agreement and shall be payable in accordance with the Bidding Documents and revisions thereof.
 - b. You, as the “Selected Bidder”, shall provide the following within 45 (forty-five) days of the issue of this “Letter of Award”, subject to Clauses 8.12 and 8.14 of the RFP:
 - i. You/SPC are hereby requested to acknowledge the acceptance of the Letter of Award (“LoA”) within 7 (seven) days of the receipt of this LoA. Each Concession Fee shall be due and payable within the stipulated period or within the extended time period, together with interest (including interest for the extended time period as specified in the Concession Agreement), although the first annual Concession Fee is to be paid by you, the Successful Bidder, without any interest liability on the Successful Bidder, within 45 days (Forty Five) from the date of issuance of this LoA to CWC (LoA date is inclusive).
 - ii. Certificate of Incorporation of the Special Purpose Company (SPC) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPC.
 - iii. Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road

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works, trees and any other immovable property on or attached to the Site.

- c. Performance Security of Rs. in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank as per Concession Agreement.
- d. Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favour of the Successful Bidder in any manner whatsoever, and CWC will continue to have complete ownership of the Site/Facility. Following the issuance of the LoA, the Successful Bidder would have the right to visit and undertake due diligence and other tests as it may deem fit. The Corporation will hand over the Site to the Concessionaire on appointed date as specified in the concession agreement, for the Concession Period of 45 (forty five) years as per the terms and conditions of the concession agreement, for the specified scope and obligation mentioned in the Concession Agreement. Further, the Concessionaire will hand over the Site/Facility to the Corporation without any encumbrance or financial liability at the end of the concession period.
- e. The SPC shall sign the Concession Agreement with the Authority subsequent to the fulfilment of terms stated in Paragraph 2 (b) of the LOA and in accordance with the terms and conditions of the Bidding Documents. You/SPC shall ensure that the Agreement is signed not later than 45 (forty-five) days from the issuance of this “Letter of Award”. You/SPC shall incur the duties, levies and taxes applicable for the execution of the Agreement.
- f. Further, in case you fail to submit your acceptance within stipulated time or any extended period if agreed upon by CWC or refuse the acceptance of the aforesaid Agreement under this LoA, CWC at its discretion take necessary action as deemed fit including forfeiture of EMD, backlisting etc.
- g. You/SPC shall comply with all the terms and conditions of the Bidding Documents.

It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to convey in writing, your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

General Manager (NBP&P)
Central Warehousing Corporation

Acknowledged & unconditionally accepted:

[Name of the Successful Bidder]
[Designation]
[Company]