



CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

Warehousing Bhawan

4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas,

New Delhi-110016.

Notice Inviting Tender

INVITATION OF E-TENDERS FROM

PROSPECTIVE e - COMMERCE USERS

FOR UTILIZATION OF COVERED STORAGE SPACE of 70,289 Sq. Ft

AT

RAILSIDE WAREHOUSE COMPLEX

SANATHNAGAR

Date: 15.01.2022.

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NOTICE INVITING e-TENDER

E-Tender Notice

CRWC invites e- tenders 'ONLY' from the interested parties, who are professionally Competent, Technically & Financially sound and eligible as per this NIT for selection of E - Commerce User for utilizing the Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana – 500018 as detailed below:

Scope of Work	Selection of E - Commerce Users for utilizing the Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana – 500018.	
Tender Notice	ONLY Online Tenders (e-tendering) for above work. Tender documents will be available on websites: www.crowc.euniwizarde.com , www.crowc.in , www.cewacor.nic.in , www.tenderhome.com http://www.eprocure.gov.in	
Tender Type	OPEN	
Schedule of e-Tender	Date and Time for downloading of Documents & payment of EMD, Processing Fees and Cost of tender.	From 11:00 hrs. of 15.01.2022 Up to 23:59 hrs. of 06.02.2022.
	Last date and time of online bid submission	07.02.2022 up to 15:00 hrs.
	Date & time of online Bid opening	15:30 hrs; 07.02.2022.
	NOTE: If the date fixed for opening of Bid is declared as holiday, the Tender will be opened on the next working day following the holiday at the same time.	
Bid Validity Period	90 (Ninety Days) days from the last date for submission of tender. However, CRWC may solicit the Bidder's consent for further extension of the period of validity of the bid.	
Period of Contract	3 Years extendable for One (01) + (01) Year. The contract period will start from the date of commencement of operations.	

TENDER FEE & Processing Fee	<p>(i) TENDER FEE PAYABLE TO CRWC for an amount of Rs. 2000/- (Rupees Two Thousand Rupees only) inclusive of GST @ 18%. The cost of tender should be remitted from the account of the Bidder and the tender is non-transferable. The payment should be deposited through e-payment gateway of https://crwc.euniwizarde.com only.</p> <p>(ii) PROSECESSING FEE PAYABLE for an amount of Rs. 5900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST @ 18%. The payment should be deposited through e-payment gateway of https://crwc.euniwizarde.com</p>
EMD	Rs. 3,25,000/-
Value of Tender	Rs. 6,50,00,000/-

Note:**INFORMATION FOR ONLINE PARTICIPATION:**

- A) The Bidder participating in the tender process, shall require class III digital signature/digital security certificate for participating in e-tendering process (for log in, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature can be obtained from any of the authorized agency of CCA (Controller of Certifying authorities). For this a separate processing fee would be payable to the authorized agency of CCA. However, if valid class III digital signature is available with the Bidder the same can be used.
- B) The Bidders desirous of participating in the NIT, shall have to register their firm in the website <https://crwc.euniwizarde.com> for online e-tendering in consultation with CRWC's consultant M/s ITI Limited (Govt. of India undertaking). The detailed procedure for registration is as under:
- i) Go to the URL <https://crwc.euniwizarde.com> Click on the REGISTER ME link
 - ii) In the Vendor Registration form, vendor/Bidder has to fill up the details, digital signature information, and correct e-mail address and submit form.
 - iii) The e-Commerce User-id and password are generated in the form of Acknowledgement.

- C) The Bidder himself or the person duly authorized on its behalf to participate in the bidding, as the case may be, can submit the bid under his or her Digital Signature. Non-compliance including absence of the digital signature of the Bidder or the authorized person as the case may, will lead to summarily rejection of the bid.
- D) Enquiries/Clarification, if any may be submitted up to 1700 hrs on 01.02.2022 to Sr. Manager-Commercial, CRWC, Corporate Office, New Delhi. Clarifications will be published on the following website: - www.crowc.euniwizarde.com, www.crowc.in, www.cewacor.nic.in, www.tenderhome.com, <http://www.eprocure.gov.in>
- E) **DOWNLOADING OF TENDER DOCUMENT:** - The tender document is available only in electronic format which the Tenderer's can download at a cost of Rs.2000/- from the above-mentioned websites.
- F) **SUBMISSION OF TENDER:** -Tenderer shall submit their offer in electronic format on the website <https://crowc.euniwizard.com>, on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Railside Warehouse Company Limited will be out rightly rejected.
- G) Incomplete Tender or the Tender not complete in all respect i.e., not accompanied by necessary exhibits duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signatures, shall be summarily rejected.
- i. **Checklist:** A checklist as provided at Exhibit 11 with the Template for the Bid is also required to be duly filled and uploaded.
 - ii. Tenderer's who wish to participate in e-tender enquiry need to fill data in pre-defined forms of the Bid in Excel formats only.
 - iii. After filling data in pre-defined forms, Tenderer's need to click on final submission link to submit the encrypted bid.
 - iv. In the event of any document being found fabricated/forged/tampered/altered/manipulated during verification, or that the Bidder has made any misrepresentation or has concealed any material information, which are likely to affect the eligibility of the Bidder, and he/ shall be disqualified from future participation in the tenders of Central Railside Warehouse Company Limited for a period not exceeding Two (02)Years and if the contract is already awarded, at the time of such discovery, CRWC shall have absolute right to terminate the contract and the security deposit submitted by the Bidder shall be forfeited

without prejudice to the other rights of CRWC including right to disqualify the successful Bidder for such time as CRWC may, in its discretion deems fit.

v. Any physical submission of documents shall be rejected and the Bidder/ Tenderer shall be solely responsible and liable for the consequences arising there from.

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

H) The Bidders are requested to get themselves registered well in advance so as to avoid any last-minute rush and hardships for any reasons whatsoever. CRWC shall not be liable or responsible in any manner for any technical problem encountered by any Bidder at the time of uploading of bids during the last moment and in no circumstances, any extension of time shall be granted for such online vendor registration. The online payments of Bidders shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number. Bids for which, the cost of tender, or Tender Processing Fee has not been received shall be rejected without assigning any reasons and no query shall be entertained in this regard.

For any clarification regarding online participation, contact:

M/s ITI Limited (Govt. of India undertaking) F-29, Ground Floor,
Dooravaninagar, Bengaluru- 560016 Telephone No. (91)(80) 25660522

For local assistance you may call at the following helpline No.

- (a) Mr. Anshuman Thakur, Mobile No.: 9355030616
- (b) Mr. Navneet Mishra, Mobile No.: 9560364871

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited

Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

E-Mail: sudhir.nair@crwc.in, Website: www.crwc.in

DISCLAIMER

Though adequate care has been taken in the preparation of this Notice Inviting Tender (NIT) document, CRWC makes no representation or warranty as to the accuracy and completeness of the information and/or projections contained in this document or otherwise provided to any party/Bidder by CRWC. CRWC shall have no liability or responsibility for any statements, opinions, information and matters (expressed or implied) arising out of, contained in or derived from, or for any omission in this document or any other written or oral communications transmitted to the party in relation to the utilization of Covered Warehouse Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, as the case may be.

The Bidder should satisfy itself that the document is complete in all respects. In case of an incomplete data/documents or discrepancies, the intimation should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in Para 5.1 of tender document, it shall be presumed that the Bidder is satisfied that the NIT Document is complete in all respects.

Central Railside Warehouse Company Limited reserves the right to reject any or all of the Tenders submitted in response to this or otherwise not to proceed with the Tender process at any time without assigning any reasons whatsoever, at any stage of evaluation of bids and no query or representation shall be entertained in such a situation

Central Railside Warehouse Company Limited also reserves the right to change any or all of the provisions of this NIT or provide clarification in respect of any provisions thereof. However such changes/clarification would be intimated to all parties procuring this and shall be posted on CRWC's website <http://www.crw.c.in>; on the CPP Portal eprocure.gov.in; and on the CRWC's tender portal <https://crwc.euniwizard.com>, at least two days prior to close of downloading of the Tender for the benefit of all the Bidders/Tenderer's who have downloaded the Tender from the website. It is informed that CRWC shall not be responsible for non-receipt of such intimation by any Bidder(s) and it shall be the sole responsibility of such Bidders to check the websites regularly for such changes, if any and keep themselves updated and well informed with reference to this tender before submitting the Tender. If they fail to do so the CRWC shall in no way be liable for the same.

Sr. Manager (Commercial)

Central Railside Warehouse Company Limited

Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016. E-Mail: sudhir.nair@crwc.in, Website: www.crw.c.in

VOLUME - I
N I T

Details of Tender:

Selection of E - Commerce User for utilizing the Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, in the e-Tender Notice dated: 15.01.2022.

Notes:

1. This Document is having total 56 pages in two volumes:

Volume I: NIT

Volume II: Project Information (PI)

2. **Volume I** contain Fifty-Six (**56**) pages i.e. page No. 1 to 21 & Exhibits 1 to 12 i.e. page 24 to 56.

Volume II contains Two (**02**) pages i.e. page No. **22 to 23**.

3. The tender document is valid only for the applicant/Bidder who has downloaded the document from the Websites mentioned in the e-Tender Notice/ NIT dated: 15.01.2022 after payment of requisite fee.

4. **DISQUALIFICATION CONDITIONS:**

a) The Bidders who have been blacklisted or otherwise debarred by CRWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of this NIT.

b) If the proprietor / any of the partners of the firm / any of the Director of the Company, which is one of the Bidder has been convicted by the court of law of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for a term not less than six months and a period of five years has not elapsed from the date of expiry of the sentence:

Provided that if such person has been convicted of any offence and sentenced in respect thereof to imprisonment for a term of seven years or more, such Bidder will be ineligible permanently and cannot participate in the tender process.

The aforesaid disqualification shall apply, notwithstanding the pendency of the appeal against the convictions as referred above. However, on acquittal by the Appellate Court on or before the expiry of last date for tender submissions, the Tenderer will be eligible to participate.

The Bidder is required to furnish a suitable declaration in the prescribed format as **per Exhibit-9**.

5. The Tenderer should upload the scanned copies of documents duly self-attested along with the bid. Any document uploaded with the digital signature shall be deemed to have been self-attested and shall be binding on the Bidder.

6. Submission of false, dubious, forged or tampered documents by any Bidder shall lead to the disqualification of its tender without prejudice to the right of CRWC to take other actions as it deems fit against such erring Bidder, including debarring in the future tenders for a period of Two (02) years.

1. INTRODUCTION

This bid document (hereinafter referred to as the Notice Inviting Tender-NIT) has been prepared by Central Railside Warehouse Company Limited (hereinafter referred to as the 'CRWC') and the information contained in this document has been developed from publicly available sources. Bid document includes along with Exhibits 1 to 12. The Exhibit - 5 is for proposed agreement which is integral part of the bid document. **This document has been prepared to enable the Bidders to participate in the tender process for Selection of E - Commerce User for utilizing the Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, for a period of 3 Years extendable by One + One Year.**

This document is solely for use by the Bidder(s) who are interested in participating in the bidding process. The document has been prepared to provide basic information to Bidders and to encourage them to make their own evaluation of the assets and facility of the RWC. It does not mean to contain all the information that a prospective Bidder may require. In all cases, Bidders should conduct their own investigation and analysis of the assets, facility and relevant data set out in this document to ensure and satisfy itself about the adequacy and suitability for the facility at RWC Sanathnagar, Telangana, before submitting their bids.

1.1 STATUS OF THE DOCUMENT:

This document is not an offer by CRWC to lease or part away with its assets and facility in the RWC-Sanathnagar, Telangana, which shall always remain in the ownership and possession of CRWC. But it is only an offer to allow an entity to utilize the Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana.

1.2 STATUS OF FACILITY:

The premises and facility of the RWC have been developed by CRWC and these are in absolute ownership and possession of CRWC. The e - Commerce Users will, under the overall supervision and control of CRWC, utilize the Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, pursuant to agreement with CRWC and under the condition(s) that the E - Commerce User shall use the facility, subject to due and faithful fulfillment of all obligations of the E - Commerce User as specified in these documents.

CRWC and Railways have an MOU and also Agreement with concerned division of Railways which are in public domain. Bidder should carefully read and understand these documents before participating so that if selected, he should not do any act in contravention of said MoU & Agreement.

The proposed agreement restricts the use of facility to the successful Bidder (ref. Volume-II: Project Information) for specific purposes and for uses which are supportive for operations of CRWC under the overall control of CRWC.

The continued beneficial use of the facility will be conditioned by the efficient, safe and environmentally sound provision of services at the facility along with its adequate maintenance.

2. ABBREVIATIONS & DEFINITIONS USED IN NIT DOCUMENT

2.1 ABBREVIATIONS:

- (i) **RWC:** Railside Warehouse Complex at Sanathnagar, Telangana developed, owned and possessed by CRWC.

2.2 DEFINITIONS:

(i) **Bidder:**

Bidder shall mean and include a Sole proprietorship concern, Registered Partnership firm/consortium, a Company incorporated under the Companies Act that has submitted a tender in response to this Document.

(ii) **Company:**

The term 'COMPANY' or 'CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED' or 'CRWC' wherever occurs, shall mean the CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED established under the Companies Act of 1956 and shall include its administrators, successors and assigns.

(iii) **Facility:**

The expression 'Facility' means the Covered Warehouse, **of 70,289 Sq. Ft.** developed, constructed, owned and possessed by Central Railside Warehouse Company Limited at Sanathnagar, Telangana, as described in Volume-II.

(iv) **Managing Director:**

'Managing Director' shall mean the Managing Director of Central Railside Warehouse Company Limited.

(v) **Sr. Manager:**

Sr. Manager-Commercial shall mean the Senior Manager-Commercial of Central Railside Warehouse Company Limited.

(vi) **Terminal Manager:**

'Terminal Manager' shall mean the Terminal Manager, RWC - Sanathnagar, Telangana, of Central Railside Warehouse Company Limited having administrative control over the facility.

(vii) **E - Commerce User:**

The selected Bidder with whom CRWC will finalize the Agreement shall be the E - Commerce User.

(viii) **E - Commerce User Agreement**

To be associated as an E - Commerce User, the bidder having technical expertise and resources to utilize the facility of covered warehouse at CRWC's RWC-Sanathnagar, Telangana, including but not limited to maintenance and operation of the facility as E - Commerce Users as per the conditions of this Document shall enter into e - Commerce User agreement with CRWC as per the terms of the E - Commerce Users Agreement in accordance with **Exhibit-5**. The bidder may please go through the same.

(ix) **Tender:**

The tender submitted by the prospective Bidders in response to this issued by CRWC.

(x) : This document, being issued to the prospective Bidders, asking for their utilization of said covered space.

(xi) **BIDDER:**

The Bidder successful in terms of this tender enquiry for selection of E - Commerce User as defined at (vii) above. 'Bidder' in this NIT document refers to and to be replaced by the name of the successful Bidder.

3. BACKGROUND OF THE SERVICES

3.1 Objectives of the Services:

CRWC proposes to enter into an E - Commerce User Agreement for its **Covered Storage Space of 70,289 Sq. Ft.** facility at Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, **for a period of 3 years extendable by One + One Year** with entities who have the required experience,

expertise and technology matching with International standards in the areas of e- commerce business.

CRWC's objective is to select an entity, which has the organizational capability to successfully utilize the Covered Storage Space **of 70,289 Sq. Ft.** at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, under the overall control of CRWC, and who is in a position to offer the most attractive commercial terms to CRWC. CRWC shall sign an E - Commerce User Agreement with the successful Bidder.

4. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of tender in Single Bid system by the interested parties in response to the as specified below:

Step 1: Information for Business Tender and Conditions (Exhibits 1 to 11) and Financial Bid (Exhibit-12).

The tenders received would be subject to evaluation as below:

4.1 STEP- 1: Evaluation of bids

CRWC will evaluate the information and Financial bid submitted by the Bidder:

The Financial Bids will be ranked on the basis of the Total Quoted Amount (Storage Rental per month). **The Bidder having quoted the most attractive commercial rate over and above the base rental shall be ranked as H1**, and subsequent Bidders shall be ranked in order of their respective total quoted amounts as H2, H3, and so on.

Quoted Amount (Rs) = (Storage Rental quoted per Month)

(Taxes extra as applicable time to time)

NOTE: In case, the total quoted amount as worked out above is found to be same for more than one Bidder, re-tendering is to be done.

4.2 STEP 2 – Non-responsive bids

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

- (i) Required cost of tender or any other fee prescribed under this NIT has not been received within the time prescribed;

- (ii) The bid validity period mentioned by the Bidder in the bid document is for a shorter period than the period required and stipulated in the NIT document
- (iii) The Bidder has not quoted as per **Exhibit-12**. (Price Bid)
- (iv) The Bidder has not agreed to any of the conditions of the agreement.
- (v) The Bidders who have been blacklisted or otherwise debarred by CRWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of NIT. The decision of Managing director, CRWC shall be final in this regard.

CRWC, reserves its right to declare any bid as non-responsive, without assigning any reason. No request for reconsideration shall be entertained in this regard.

5. PROCEDURE TO BE FOLLOWED

5.1 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

Sr. Manager-Commercial
Central Railside Warehouse Company Limited
Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi-110016.
E-Mail: sudhir.nair@crwc.in

All queries that are received on or before 1700 hrs on 01.02.2022 shall be addressed by CRWC in writing. CRWC shall aggregate all such clarifications and shall prepare a response, which shall be posted on the following websites www.crwc.in, www.cewacor.nic.in, www.eprocure.gov.in and <https://crwc.euniwizard.com>. No separate communication shall be issued.

Request for clarifications received after 1700 hrs on 01.02.2022 shall not be entertained.

5.2 SITE VISIT:

The Bidders in their interest are advised to visit the respective site to ensure & satisfy themselves with the Warehouse information given at **Volume-II**, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. The Warehouse is offered only on "as is where is" basis. No dispute, as regards the Facility information given at **Volume-II**, shall be entertained after submission of the tender.

5.3 SUBMISSION OF THE TENDER:

By submitting this Tender by the authorized signatory of the Bidder using digital signature of the authorized signatory, the Bidders agree to all the terms and conditions listed in this document and also confirm that they have visited the site ("Facility") and they are satisfied with conditions of the facility. No claim on this account will be entertained later.

5.4 The Bidder shall submit its offer in electronic format on the website <https://crwc.euniwizard.com>, on or before the scheduled date and time as mentioned in the tender notice. Submission of tenders after the scheduled date and time will not be possible. No offer in physical form will be accepted and any such offer, if received by Central Railside Warehouse Company Limited, will be out rightly rejected. Bidders will have to submit the Cost of tender & Processing Fee as prescribed in the tender document.

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital signatures and shall be mandatorily signed wherever required before uploading the same.

5.5 OPENING OF TENDERS

The Bids would be opened on the specified date and time at the Conference Hall of Central Railside Warehouse Company Limited, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016. in the presence of one representative from each Bidder, if deputed at his own cost. The details regarding the Bidder, as provided in the Covering Letter (Exhibit -1) would be read out.

5.6 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. The Tenders that are incomplete in any respect or those which are not consistent with the requirements as specified in this would be considered non-responsive and would be summarily rejected.
2. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the Tender non-responsive.
3. All communications and information should be provided in writing and in English language only.
4. All the communications and information provided should be legible and unambiguous.

5. No change in, or supplementary information to a Tender after its submission shall be accepted. However, CRWC, in its sole discretion, reserves the right to seek additional clarification from the Bidders, if necessary, during the course of evaluation of the Tender.
6. The Tenders shall be evaluated as per the criteria specified. However, within the broad framework of the evaluation parameters, CRWC reserves the right to make modifications to the stated Evaluation Criteria, which shall uniformly apply to all the Bidders.
7. In case of Registered Partnership Firm, the composition of the partnership firm and name of the partners shall be disclosed. In the case of a Consortium, all members of the Company / Firm shall be jointly and severally liable for the performance of whole contract.
8. The Bidder should designate one person (“**Contact person**” and “**Authorized Signatory**”) to represent the Bidder in his dealings with CRWC. This designated person should be authorized to perform all tasks including, but not limited to, providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc, whose act/s shall be binding on the Bidder.
9. If any claim made or information provided by the Bidder in the Tender or any information provided by the Bidder in response to any subsequent query of CRWC, is found to be incorrect or material misrepresentation or if it conceals any material information therein, then the Tender will be liable for rejection at the sole discretion of CRWC, without prejudice to other rights of CRWC including debaring such Bidders from participating in future tenders of CRWC.
10. The Bidder shall be responsible for all costs associated with the preparation of the Tender. CRWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
11. The Bidder will have to sign a pre-contract integrity pact as per Exhibit-7.
14. The BIDDER shall adhere to Digital mode of transaction whenever required as per the statutory requirement.
15. Conditional bids are liable to be rejected.

5.7 VALIDITY OF TERMS OF THE TENDER:

Each Tender shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of not less than 90 (Ninety) days from the last date for submission of the Tender as laid down in this NIT document. However, CRWC may solicit the Bidder’s consent for extension of the period of validity and the Bidder agrees to consider such a

request. The request and response shall be in writing. A Bidder accepting CRWC's request for extension of validity shall not be permitted to modify their original offer/Tender in any other respect.

5.8 Earnest Money Deposit (EMD), Tender Fee & Processing Fee

No Tender shall be considered unless EMD, Tender Fee and Processing Fee are paid. The payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number. MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD) & Cost of Tender

In the event Bidder withdraws his offer before the expiry of the validity period/not taking over the work after acceptance of Tender by the Bidder, CRWC may suspend/ /blacklist/ban the trade relations with him or debar the Bidder to participate in all future tender enquiries with CRWC based on the merit of each case up-to a period of Two (02) years without prejudice to any other rights and remedies available to CRWC under the agreement and law.

The decision of Competent Authority in this matter shall be final and binding upon the Bidder.

Detailed **Terms for Micro & Small Enterprises** are mentioned at **EXHIBIT-8**.

6. THE PROCESS

6.1 OBJECTIVE:

The objective of the Pre-qualification process is to select Bidders who have the operational strength to equip, operate and maintain the Warehouse and the Commercial strength to achieve optimum levels of capacity utilization and maximize commercial benefits to CRWC.

6.2 STEP 1 - INFORMATION TO BE FURNISHED:

- a) Description of the Bidder as per the format specified in **Exhibit – 3**.
- b) Covering Letter as per the format specified in **Exhibit-1**.
- c) Business Tender shall be submitted in the prescribed format i.e. **Exhibit-4 of NIT documents**.
- d) Affidavit in case the Bidder is Sole Proprietor (As per Exhibit-10).
- e) Registered Partnership deed in case the Bidder is a Partnership Firm.
- f) Memorandum of Association and Articles of Association in respect of Bidder/entities in case of a Company submitting the Tender.
- g) Consortium - The Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Consortium during the tendering process and, in the event the Consortium is awarded the Contract, during contract execution.

- h) Bidders have to submit Declaration about unconditional acceptance of Terms & conditions of Tender document at **Exhibit-2**.
- i) The Bidder shall submit an undertaking for disqualification conditions (ref. Para 4 of Notes under heading “ in respect of the proprietor/ directors/owners of the company including firm/ company/ joint venture/ sole proprietary firm/partnership firm. **(Exhibit-9)**.
- j) Bidder shall submit a duly signed Pre-contract Integrity Pact as per **Exhibit-7**.

INFORMATION FOR FINANCIAL BID:

The Bidders shall submit only one set of the Information in electronic format for the Financial Bid as per Exhibit-12.

6.3 GUIDELINES:

A) GUIDELINES FOR SUBMISSION OF TENDER BY A SOLE PROPRIETORSHIP CONCERN:

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

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

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

C) SUBMISSION OF TENDER BY A COMPANY

If the Tender is submitted by Company the same should also contain copy of Memorandum of Association (MoA) and Article of Association (AoA) by the company participating in the tender enquiry along with a resolution of the Board for participation in the tender. The certified copy of Board Resolution in favour of the authorized signatory duly authorized to submit bid on behalf of the company be also enclosed.

D) SUBMISSION OF TENDER BY A CONSORTIUM:

If the Tender is submitted by consortium all members of the Company / Firm shall be jointly and severally liable for the performance of whole contract. The Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Consortium during the tendering process and, in the event the Consortium is awarded the Contract, during contract execution.

7.The Bidder shall be liable to submit its financial bid in following manner

7.1 FIXED STORAGE RENTAL:

The Bidder is required to quote Fixed Storage Rental in following manner in Price Bid (Exhibit-12);

Storage Rental (per month) Rs...../-

The Reserve Price for Storage Rental (per Month) is **Rs. 15,28,083/- per month excluding Tax**. Any amount quoted below the fixed Storage Rental shall make the tender unresponsive and such offers shall be summarily rejected.

7.2 Escalation of the Storage Rental: The Storage Rental to be quoted by the Bidder shall be subject **to the escalation of 5% (Five percent) per annum on** compoundable basis. First escalation shall be effective after Twelve (12) months from the date of commencement of operation at the facility.

8. The number(s) and make of the equipment and the deployment of manpower shall be at the sole discretion of E - Commerce User. But it shall be obligatory on the part of E - Commerce Users that adequate equipment in good working condition and well-trained manpower including Security Personnel are deployed at RWC at all times during the period of agreement for smooth and efficient management of the commercial operations of the facility. Notwithstanding this, the E - Commerce User shall act under the overall guidance and control of CRWC.

9. Failure to adhere to the payment schedule will be termed as breach of the Agreement. In such event, CRWC shall have right to terminate the agreement and/or blacklisting or suspension of the Bidder from participating in all future tender enquires with CRWC based on the merit of each case up to a period of 02 (Two) years without prejudice to any other right and remedy available to CRWC under the agreement and law. The decision of Managing Director shall be final and binding on the Bidder.

VOLUME -II
FACILITY INFORMATION

INFORMATION ABOUT FACILITY

Location of Facility: RWC Sanathnagar at Telangana

FACILITY INFORMATION

Sl. No.	Description	Area in Sq. Ft.
1.	Covered Warehouse at RWC Sanathnagar, Telangana.	70,289

Note-

- i. The circulating area /road shall be available for use to the bidder on non-exclusive basis. The open storage area is not included the Facility being offered for usage.
- ii. The facility is not being offered on license or lease but only available for use for Storage as per the E - Commerce User agreement at **EXHIBIT-5.**

EXHIBIT-1 FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder, along with the Tender)

Date:

Place:

The Sr. Manager (Commercial)

Central Railside Warehouse Company Limited

Warehousing Bhawan, 4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi-110016.

Phone: 91-11-23480165

E-Mail: sudhir.nair@crwc.in

Dear Sir,

Sub: Tender for selection of E - Commerce User for utilizing the Facility i.e. Covered Storage Space of 70,289 Sq. Ft. at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana.

Please find enclosed one copy of our Tender in respect of the Selection of E - Commerce User for utilizing the Covered Storage Space of **70289 Sq. Ft.** at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana, in response to the ("NIT") document downloaded by us on _____

We hereby confirm the following:

1. The Tender is being submitted by us strictly in accordance with the conditions stipulated in the NIT. The Tender is a firm, unconditional and irrevocable offer, and shall remain valid and open for a period of not less than 90 (ninety) days from the last date of submission of the Tender as laid down in this NIT document.
2. We have examined in detail and have understood the terms and conditions stipulated in the NIT document issued by CRWC and in any subsequent communication sent by CRWC. We agree and undertake to abide by all these terms and conditions including the terms and conditions of the e - Commerce User agreement. Our Tender is consistent with all the requirements of submission as stated in the NIT or in any of the subsequent communications from CRWC.
3. The information submitted in our Tender is complete, is strictly as per the requirements as stipulated in the NIT, and is true and correct to the best of our

knowledge and understanding. We would be solely responsible for any errors or omissions in our Tender.

4. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the NIT.
5. We have fully satisfied and convinced as to the design and specification, the suitability and adequacies of the facility to perform our obligations under the agreement. We acknowledge and accept that we have agreed to use the existing facility already developed and constructed by or on behalf of CRWC on “**as is where is**” basis and we have no grievance nor shall raise any issue as to suitability and adequacy of the facility at RWC Sanathnagar, TELANGANA, premises at any time.
6. We as the Bidder, designate Mr./Ms. _____ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the Bidder in respect of the Project.

For and on behalf of:

Signature/(s) :

Name of the Person/(s):

(Authorized Signatory/Signatories)

Designation/(s):

EXHIBIT-2**UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

The Sr. Manager-Commercial

Central Railside Warehouse Company Limited

Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg,

Hauz Khas, New Delhi-110016.

E-Mail: sudhir.nair@crwc.in

Dear Sir,

Ref: Acceptance of the all the terms & condition in total as mentioned in the NIT

Having examined the NIT issued by Central Railside Warehouse Company Ltd (CRWC), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to use Covered Storage Space of 70,289 Sq. Ft. of CRWC at RWC Sanathnagar, Telangana.

We attach hereto the response as required by the NIT, which constitutes our Tender.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CENTRAL RAILSIDE WAREHOUSE COMPANY LTD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the company in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the NIT document including of e - Commerce User agreement.

We hereby declare that in case the tender is awarded to us, we shall submit the Security Deposit as prescribed in the NIT.

We agree that Central Railside Warehouse Company Ltd is not bound to accept any tender response that they may receive. We also agree that the Central Railside Warehouse Company Ltd reserves the right in absolute sense to reject all or any of the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between CENTRAL RAILSIDE WAREHOUSE COMPANY LTD and our organization.

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We understand that it will be the responsibility of our organization to keep CENTRAL RAILSIDE WAREHOUSE COMPANY LTD informed of any changes in this list of authorized persons and we fully understand that CENTRAL RAILSIDE WAREHOUSE COMPANY LTD shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

Dated this _____ Day of _____ 2022.

(AUTHORISED SIGNATORY)

To be uploaded using Digital Signature of the Authorized Signatory

Note: Authorized signatory should be an employee and should have been authorized vide a board resolution/ power of attorney (as the case may be), authorizing him/her to sign/execute the Tender as a binding document and also to execute all relevant agreements forming part of NIT.

EXHIBIT-3
DESCRIPTION OF THE BIDDER

A.	Name of the Bidder	
B.	Sole proprietorship/ Registered Partnership Firm/ Company/Consortium	[Please specify the category]
C.	Composition of the Registered Partnership Firm and Name, Addresses of all Partners	
D.	In case of consortium	Agreement/any other valid document
E.	PAN No. of the Bidder	
F.	Whether Micro / Small / Medium Enterprise	Documentary Proof to be submitted
G.	GST Registration No. of the Bidder	

** Enclose copy of registration certificate.*

EXHIBIT- 4
BUSINESS PROPOSAL

1.	<p>Payment Mode</p> <p>One of the key obligations of the E - Commerce Users in the E - Commerce Users Agreement is <u>the timely payment to CRWC</u> to meet the fixed Storage Rental per month. CRWC has proposed a mechanism for payment mode as described in Exhibit-5. The Bidders shall have to indicate their acceptability to these terms.</p>
2.	<p>Statutory Obligations</p> <p>The RWC operations are bound by the terms and conditions imposed on CRWC by various bodies like the Railway Authorities, and applicable regulations of other agencies like State & Central Pollution control Board/NGT etc (or any other Statutory Body) on operations in RWC etc. The Bidders are required to ensure conformance and well acquaintances with the respective rules and regulations of the bodies mentioned above including the rules and regulations of the CRWC.</p> <p>The Bidders are also required to ensure conformance and well acquaintances with:</p> <ol style="list-style-type: none"> a) The operational requirements of the concerned Railway goods Shed and CRWC's obligations in this regard. b) Other statutory obligations and provisions which govern or in any manner affect the business operations at the facility more particularly "Handling of Cargo as per Railway Authorities.
3.	<p>Maintenance and Repairs</p> <p>Facility is offered on "as is where is" basis only. Proper and periodic maintenance and repairs of the entire Facility including of all the facilities e.g. Electrical & Water fittings is one of the key obligations of the E - Commerce Users. The Bidder is required to undertake periodic maintenance and repairs. Any improvement or renovation required for the facility (RWC) shall be done by the E - Commerce Users at his own cost with the permission/approval of CRWC.</p> <p><u>The minimum essential repair schedule is given below:</u></p>

	<p>A) Drainage Clearance/Cleaning: Once in a year before the onset of monsoon, and as and when required;</p> <p>B) Boundary Wall: Clearing of creepers/wild vegetation on and around as and when required;</p> <p>C) White Wash/Color Wash of facility/painting of gates, boards, shutters, stack lines in alternate years.</p> <p>D) CRWC boards shall be installed, painted & maintained as per schedule at (C) above or whenever updation to display information is required.</p> <p>E) Roof and Floor: As and when required.</p> <p>F) Any damage to CRWC Property: to be restored immediately.</p>
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4.	<p>Conflict of Interest</p> <p>The existing business operations of the Bidder should not be in conflict with the requirement of CRWC to ensure maximum utilization of the Facility and maximum commercial benefits.</p> <p>It is also made clear that the facility cannot be used for any purpose/s which is/are conflicting with the interest/s of the Company.</p> <p>In such an event the Bidder is required to indicate his plans to ensure that the interest of CRWC and existing business is not compromised by the Bidder's business operations in the Facility, Bidders other business interests and on failure of the Bidder in this regard the matter will be resolved through mutual discussion and thereafter Arbitration if so needed.</p>
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EXHIBIT- 5
E - COMMERCE USER AGREEMENT

AGREEMENT FOR UTILISING WAREHOUSING FACILITY

AUTHORISATION AGREEMENT FOR USE OF STORAGE SPACE BY
..... (Name of Agency).

Central Railside Warehouse Company Ltd (CRWC) is incorporated under the Companies Act 1956 with the objective to provide multimodal logistics to the trade and support Indian economy in reducing logistic cost.

THIS AUTHORISATION AGREEMENT for use of storage space on dedicated warehousing basis is made on this day of..... (Month), 2022 between Central Railside Warehouse Company Ltd having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 (hereinafter called "CRWC" which expression shall include its successor or successors in interest and assigns)

AND

M/s (Name of Agency) Represented byits authorized signatory (letter of authorization / Board Resolution/Power of Attorney to be enclosed) (Hereinafter referred to as "the Second Party" which expression shall include its successor or successors in Title, Affiliates and Permitted Assigns).

AND WHEREAS the Second Party has requested CRWC for providing storage space at RWC-Sanathnagar, Telangana for storage of FMCG (only the notified commodities under the Warehousing Corporations Act, 1962) belonging to the second party or its clients as service provider (letter of authorization to be enclosed). In consideration of the Second party’s request, CRWC agrees to provide the storage space of 70,269 Sq. Ft. situated at Moosapet Railway Goodshed Complex, Sanathnagar, Telangana - 500018 on the following mutually agreed terms and conditions and as per following site plan:

Site Plan -

Covered Space Open Space

Bound by

East West North South

1) Period of Agreement

1.1) The Second Party will utilize the storage space of 70,269 Sq. Ft. Covered space and NIL sq.ft open space for a period of Three Years extendable for One (01) + (01) Year w.e.f. **.**.2022 to **.**.2025. Both CRWC and Second Party shall have the option of renewing this agreement on mutually agreed terms and conditions. The storage space has been given by CRWC to Second party on license basis for the specified purposes as mentioned in the agreement.

1.2) A site plan shall be prepared and enclosed, as annexure to the agreement. Warehouse Manager/TM along with the second party (Second Party) will jointly prepare the site plan of the reserved area which will contain the breakup of storage space i.e. open, covered, parking, office, dock, roof, mezzanine floor and north-south-east-west directions of the space, including left, right, front and back mark.

1.3) In case of any change in the allotted space as indicated above, addendum or corrigendum to this agreement, with specific date of any such alterations will be signed. The covered area and open area will be provided on "As is where is" basis.

1.4) Lock in Period

The Second Party shall not vacate the storage space allotted under this agreement (including any addendum) within 12 months from the date of commencement of this agreement. CRWC shall also not ask the second party to vacate the storage space within the lock-in period of 12 months.

2) Storage Charges (as applicable)

2.1) The rate of storage charges shall be Rs. /- per sq. ft per month for covered area and Rs. NA /- per square meter per month for open area or part thereof on gross area basis. In case the party does not opt for open area in the initial agreement and wishes to avail it in the future, the rate for open area is to be decided as and when same is required/used by the Second Party or rate for open area to be charged as per the **established formula of CWC**. The aforesaid storage charges shall be subject to enhancement during the term of this agreement @ **5 %** every year applicable from the anniversary of this agreement, on last paid storage charges (on Compoundable basis). The GST or any other tax in lieu thereof levied by the Central/State Government on the same as applicable from time to time shall be payable extra by the Second Party.

2.2) The all types of usage of the space/facility (including covered, open, parking, dock, mezzanine, and office) will be subject to tariff escalation.

3) Storage Charge free period for repairs (if applicable)

3.1) The Second Party shall be allowed Storage charge **free period of 30 days** commencing from **.**.2022 to **.**.2022 for carrying out repairs of roof, floor, and road at their own cost, for

which CRWC will not make any reimbursement. And the second party will leave repaired / upgraded Storage Space, in as it is condition unless otherwise as directed by the CRWC.

4) Interest Free Refundable Security Deposit

4.1) The second party has deposited **Rs. 1,83,36,994/-** (One Crore Eighty-Three Lakhs Thirty-Six Thousand and Nine Hundred Ninety Four) towards security deposit equivalent to **Twelve Months storage charges**.

4.2) The value of security deposit shall be increased annually in line with the increase of the Fixed charges .

4.3) The Security Deposit shall be refunded to the Second Party on completion or termination of the agreement provided the second party clears all dues of CRWC and No Dues Certificate is issued by the Terminal Manager/Warehouse Manager.

4.4) CRWC shall be at liberty to recover any due amount, from the security deposit on termination of contract, irrespective any other remedy available to CRWC under the law.

4.5) The security deposit shall not carry any interest.

5) Insurance of stock and property

5.1) The Second Party shall make their own arrangements for comprehensive insurance of stocks stored, facilities created and their staff /workers working in the demised premises and also for the equipment, furniture and fittings, etc, installed by them in the demised premises, etc, covering against all insurable risks such as theft, burglary, pilferage, flood, cyclone, fire, civil commotion, accident etc including renewal of the insurance policies from time to time and keeping the policies in force. CRWC shall not be responsible to make good any losses/damages to goods and the other items and / or persons, as mentioned herein above. The Second Party shall indemnify CRWC, for all the costs which may be incurred by CRWC for loss minimization with respect to insurance claim or any consequential loss to CRWC. The Second Party shall endorse the location of CRWC Warehouse to protect the interest of CRWC, as Bailee of the goods and shall provide copy of insurance policy to CRWC every year after renewal.

5.2) The building insurance shall be arranged by CRWC at its own cost. In case of any malafide action or negligence on the part of the Second Party or its employees or any other person on its behalf as a result of which the claim of CRWC is rejected, Second Party shall compensate the loss to CRWC. The decision of the Sr. Manager-Commercial in this regard will be final.

6) Payment terms

6.1) The payment of storage charges shall be made within 15 (Fifteen) days of raising the bill **in advance**. It is also agreed that such bills would be submitted to the Second Party by the Terminal Manager/ Warehouse Manager, CRWC on or before the 3rd day of Every Month. In case the payment is delayed or not made within 15 (Fifteen) days from the date of submission of bill by

Warehouse Manager, **interest as per MSME terms** will be charged and it will be payable by the Second Party.

6.2) Default in payment

In case payment is not made for a continuous period of two months (maximum) by the Second Party even during lock-in period, it shall be treated as breach of agreement and the agreement shall stand terminated, if the party does not rectify the said breach within 30 days of issue of notice for the same. CRWC shall have the right to stop transactions/operations of the Second Party's or take control of their stock/operations, put CRWC lock in the dedicated Storage Spaces in case Second Party's fail to make payment beyond the same.

7) Overall Supervision

The Second Party will ensure to carry on their transactions in the said Storage Space under the overall discipline of CRWC and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the Storage Space floor at any given time shall not exceeds MT per sq. ft.

8) Compliance to prevalent laws

8.1) The Second Party is required to take all the clearance/permission, etc, for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same will be borne by the Second party and CRWC will not be responsible for the same including the expenses for defending/initiation of any legal suits/proceedings. The necessary assistance as may be required for this purpose shall be provided by CRWC with in legal frame work to the second party, without any liability of whatsoever nature including any financial liability.

8.2) Second party shall also indemnify CRWC for all proceedings/liabilities against CRWC by any third party at all times which are incurred due to the business of second party.

9) Responsibility of stocks and Inventory

9.1) The Second Party is allowed to maintain their own stock accounting of goods stored in the Storage Space on dedicated warehousing basis. The Second party is also permitted to deploy their own security personnel for the storage space allotted subject to overall discipline and control of the Terminal Manager/ Warehouse Manager of CRWC. Second Party will submit the KYC (Know you Customer) documents of all staffs including security personnel deployed by them at warehouse to Terminal Manager/ Warehouse Manager.

9.2) The Second Party agrees to allow CRWC officials or its authorized representatives for inspection of the Storage Space during working hours and working day with prior intimation to ensure compliance of the terms and conditions of the agreement and any other rules and regulations.

10) Access Control

10.1) Access control, at the main gate of the warehouse, to be manned by CRWC and recording the movement of inward and outward of vehicles shall also be done by CRWC, for which the second party shall produce requisite document /, information to the authorized representative of CRWC at main gate.

11) Provision for Utilities and the payment of utility charges

11.1) CRWC, based on the request of the Second Party, and at its sole discretion may consider providing separate water, overhead water tank, bore well, DG set, fire-fighting, Sewage Treatment Plant, fencing, enabling services, telephone, electricity connection, electrical load enhancement, etc, wherever feasible. The cost of such installations shall be borne by the Second Party.

11.2) However, CRWC, at its sole discretion can also permit execution of aforesaid facilities directly by the Second Party themselves, on their specific request and at their own cost. All charges / payment, to be made to any Govt, body / Third Party, for these utilities, shall be made by CRWC and same will be reimbursed by the second party. If payment is made by the Second Party, necessary documentary proof of such payments will be submitted to CRWC by the second party on monthly basis.

11.3) The overall electric load shall not exceed the sanctioned limit.

11.4) Cabling etc. to be done and removed at the cost of the Second Party. **But this should not hamper any installations/fixers of CRWC or else the charges for repairs/replenish shall be payable by the Second Party.**

11.5) Separate sub-meter is to be installed by the Second Party at their cost and the electricity charges to be paid on actual basis as calculated in the highest applicability of Electricity Supply Authority's rates along with proportionate minimum charges under highest slab - cess and levies, service tax/GST or any other tax, if any, calculated actual consumption basis, by the second party with due intimation and necessary documentary proof of such payment.

11.6) If second party wants separate electricity connection of higher load than that of the present sanctioned load, CRWC will facilitate by way of filing the application wherein related expenditure will be borne by the second party. All the payments shall be made by the second party in the name of CRWC, with due intimation and necessary documentary proof of such payments every month to CRWC.

11.7) If due to their using the electricity, CRWC is required to pay a higher tariff for electricity than the prevailing highest tariff applicable, and due to change in the categorization/structured load, the difference/additional liability of whatever nature, on this score is to be borne by the Second Party.

12) Operational hours

12.1) CRWC agrees to allow Second Party to carry out their transactions on a 24x7 basis subject to compliance of the relevant applicable laws/statutory provisions.

13) Installation of Mezzanine floor

13.1) Mezzanine floors shall be modular and prefabricated. It shall be designed to bear the cargo loading of 1.0 ton per sqm to 1.5 ton per sqm as per the second party's requirement. It should be fixed and assembled at site with use of holding down bolts and nuts of adequate strength to avoid any mishap and making the system storage worthy.

13.2) CRWC shall provide the mezzanine floor in the storage space, for which the second party shall agree to pay storage charges @70% of the covered area storage tariff applicable to the second party.

13.3) CRWC shall permit the Second Party to install mezzanine floor in the storage space provided under the agreement, at their own cost, provided the second party shall agree to pay storage charges @50% of the covered area storage tariff applicable to the second party.

13.4) Storage charges for the mezzanine floor (in case constructed by second party) shall be levied after a period of one / two month(s) from the date of giving such permission by CRWC. In case of delay in construction or cancellation of mezzanine project, the second party shall seek more time/inform Sr. Manager-Commercial in writing. Sr. Manager-Commercial will permit extension or cancellation of the project.

OR

Storage charges for the mezzanine floor (in case constructed by CRWC) shall be levied from the date of handing over of mezzanine floor.

13.5) Terminal Manager/Warehouse Manager along with Engineer and representative of the second party shall jointly verify the mezzanine area and submit the survey report. An addendum to this agreement shall be signed for provision of mezzanine floor under this agreement.

13.6) On completion of agreement period between CRWC and the second party, the mezzanine floor installed by the second party shall be taken back by the Second Party. In case of damage to the floor any infrastructure while uninstalling the mezzanine structure, the same shall be repaired by the party at their own cost.

13.7) If the second party fails to repair, the same shall be repaired by CRWC and the amount incurred on repairing or restoration of infrastructure will be paid by the Second Party at double the actual cost incurred by CRWC.

13.8) The second party shall ensure that total load of mezzanine and original floor at any given point of time does not exceed the limit i.e. **3.33 MT per SQM.**

14) Installation of Solar panel

14.1) The electricity generated from solar panel will be consumed by the Second Party itself.

14.2) The Second Party shall deposit @Rs.250/- per sqm of the roof as interest free refundable Security Deposit.

14.3) At the time of seeking permission, the Second Party should provide structural safety certificate of the warehouse from a certified structural engineer duly vetted by Govt. Engineering College/NIT/IIT, stating that warehouse is safe for installation of the type of solar panel system. The certificate submitted by the Second Party from structural engineer is to be verified by engineer of the concerned Regional Office before giving permission for solar panel installation.

14.4) Notwithstanding (i) and (iii) above and grant of permission to install solar panel system by the CRWC, the Second Party will submit an undertaking that in event of any damage to warehouse, due to solar panel installation, the Second Party will be solely responsible and therefore, they shall repair/replace the damaged roof and any part of the warehouse, to the entire satisfaction of CRWC.

14.5) There shall not be any damage to the infrastructure ie. columns, trusses and galvanized sheets of the Storage Spaces due to installation of solar panels.

14.6) Holes drilled, on the roofing system / sheets for fitting solar panels, shall be plugged and made free from any rain water leakages.

14.7) On Completion of agreement period between CRWC and the Second Party, the solar panel shall be removed by the Second Party and the roof sheets where holes are made should be replaced completely by the Second Party at their own cost. If Second Party fails to repair/replace/restore the infrastructure, the same shall be repaired/replaced/restored by CRWC. Cost of such works shall be recovered from the Second Party @ double of actual expenditure incurred.

14.8) In case, the Second Party desires to replace the existing roofs by superior quality galvalume / galvanised steel sheets, they will be allowed to do so at their own cost after taking permission of CRWC. Such roofing system shall become the property of CRWC. CRWC shall not reimburse the initial or depreciated cost of new roofing system provided by the Second Party at their own cost to suite their solar panel installations or as part of their overall schemes.

14.9) CRWC may also use the roof of Storage Spaces for installation of Solar Panel for electricity generated for captive consumption of CRWC or its Second Party. The Second Party shall not have any rights over the roof or Storage Space except right to use for the defined purpose. The Second Party shall not create any hindrance in works of CRWC on the roof of such Storage Space.

15) Creation of temperature controlled covered area

15.1) The second party shall convert the existing covered warehousing space into controlled atmosphere and temperature / cold storage system, at their own cost, after the prior approval of CRWC.

15.2) On completion of the agreement period, second party will hand the covered space in its original condition conversion/creation of CAT/CS. If the second party fails to restore the same, restoration of the infrastructure will be done by CRWC and the Second Party shall pay at double of actual expenditure incurred.

15.3) The second party, with the prior approval of CRWC, may construct / create new CAT/CS system, at their own cost, in the open space allotted to them. The storage charges of said area shall be charged at the same rate as of the covered area tariff, prevailing under the agreement.

16) GST and other taxes

16.1) The Second Party shall have to bear GST and any other tax levied by Central/State/Local bodies from time to time including Stamp Duty, if any, imposed on execution on this agreement. The Second party shall also have to bear the GST, tax/duty etc. imposed in the aforesaid transaction on account of enactment of amendments made in the existing Acts/ Rules.

16.2) Any other tax/levy imposed by the local bodies on account of their business activities / operations at RWC-Sanathnagar, the same shall be borne / payable by the Second Party without any demur.

17) Subletting

17.1) The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination, as per clause 21.

18) Use of Space

The Second Party shall be authorized to allow its affiliates, and group companies domiciled in India to use the demised premises in connection with business of the Second Party, subject to issue of "No Objection Certificate "by CRWC as per Annexure-A to this Agreement, CRWC shall not bear any liability arising on account of above said registration and the Second Party shall be solely responsible/liable for any liability for whatsoever arising on account of above provisions in Annexure-A.

19) Creation of permanent or temporary Infrastructure

19.1) The second party may use open area allotted to the party under this agreement for creation of a **permanent structure** (office, workers shed, firefighting, water tank, canteen, other utilities occupying permanent ground space, etc.) for commercial / their exclusive operational purpose, but with prior permission of CRWC. The CRWC shall charge the tariff for such area, as applicable for the covered storage space, prevailing under this agreement.

19.2) The second party may with prior permission of CRWC create **temporary structure**, parking, pathway, fenced area, electrical lighting, etc, and /or for open storage for commercial or operational purpose, in exclusive manner, in the open area allotted under this agreement. The Second Party shall make request for additional open area for such purpose on payment of storage charge @ 60% of the covered area rate of RWC-Sanathnagar.

19.3) CRWC shall provide office space to the Second Party, if available, surplus to their own requirement @ double the tariff, as applicable for the covered storage space at RWC-Sanathnagar.

19.4) The Second Party shall not use dock area for the storage of goods. Dock area shall be used for the operational purpose only. In case of use of dock area for storage, 60% of the covered area tariff as applicable shall be payable by the Second Party for the period of default. The Second Party shall also vacate such operational dock area immediately.

19.5) In no case the Second Party will use approach road for parking of vehicles. For dedicated parking space, the Second Party shall make request for any additional open area on 60% of the covered area rate of RWC-Sanathnagar.

19.6) CRWC will be at its liberty to rent out **its unallocated** vacant land for mobile tower, ATM, hoarding for advertisement and the Second Party will not create any hindrance. Further, Second Party shall not claim share or otherwise on the income/revenue/profits received from these facilities.

20) Alteration and modification

20.1) During currency of this agreement no alteration, modification or structural changes in the Storage Space / demised premises shall be undertaken by the second party, without prior written permission of CRWC. However, the second party may undertake whitewash /colour wash/ floor painting, repair and maintenance of equipment, replacement of machinery parts, improvisation of the cooling system and install their furniture, fixtures, at their own cost.

21) Termination of agreement

21.1) The agreement can be terminated by either party by giving Three months advance notice or storage charges in lieu thereof. However, in case breach of provisions/conditions of this agreement by the Second Party, CRWC can terminate this arrangement after providing a notice period of 30 days.

21.2) This agreement shall terminate on completion of period of agreement as per clause 1.1 or on default in payment under clause 6.2 of this agreement.

22) Restoration of infrastructure at the time of eviction/completion of agreement.

22.1) The Second Party shall be entitled to remove its goods, fittings, fixtures etc. at their own cost and handover the Storage Space(s) to CRWC after restoring complex/Storage Space(s) in the same condition, in which, the same existed at the time of execution of the Agreement/ handing over to the Second Party subject to normal wear and tear.

22.2) In case the party fails to handover the Storage Space in serviceable condition, the Second Party shall pay for the same at double the actual expenditure incurred in making it serviceable.

22.3) Any improvements made in the warehousing infrastructure and any other immovable asset created by the Second Party shall be left as it is by second party without any cost to CRWC.

23) Removal of stock at the time of completion of Agreement

The CRWC has first right of lien on the goods stored at the warehouse in respect of storage charges and other dues which may be recovered by sale of the goods deposited in the event of default on the part of Second Party. The Second Party should remove the stock immediately and if not removed, CRWC will remove stock at the cost of party.

24) Anti-Corruption

CRWC acknowledges the Code of Business Conduct and Ethics which prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. CRWC and Second Party shall not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. The Parties may immediately terminate or suspend performance under this Agreement if any of the parties breach this Clause. CRWC agrees and accepts that in case of any issue arising out of or in connection with this clause, it will provide all necessary assistance and co-operation to the Second Party for the purposes of this clause.

25) Adherence to ISO standards

The second party shall ensure that legal and other compliances of the ISO standards in the demised premises.

26) Cleanliness of Warehouses

The Second Party will ensure proper disposal of the debris, garbage, discarded packaging material on day-to-day basis at their own cost. Further second party shall be responsible for maintaining hygiene in the demised premises. **If Second Party fails to remove debris, garbage, discarded packing material even after reminded by CRWC. it shall be removed by CRWC at the risk and cost of the Second Party.**

27) Installation of Fire Fighting system

The Second Party shall install firefighting system in the area allotted to them in accordance with the requirement of the standard, as and when required and they shall be solely responsible for any violations or any fire hazards.

28) Arbitration clause:

(i) All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, CRWC, New Delhi. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Railside Warehouse Company Limited at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in

accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Ltd., New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim (s) of the contractors, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period] of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the CRWC shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the **Arbitration & Conciliation Act 1996** and amended thereof, shall apply to the Arbitration proceedings under this clause.

29) Eviction under Public Premises (Eviction of Unauthorized Occupants) Act, 1971

It is agreed that consequent upon forced / normal termination of this agreement, M/s. shall wind up and terminate their business operations and clear the said Storage Spaces of their personal property and their furniture, fixtures and other material within the period specified for such clearance in the termination order. In case of failure, the Storage Space or the property of CRWC would be got vacated under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 at the risk and cost of M/s Any damage to the facility or Storage Spaces, arising out of the business operations of M/s..... save for normal wear and tear, shall be made good by M/s.

30) Jurisdiction by Courts

The Court of Delhi will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the agreement. This agreement is executed in duplicate each of which shall be deemed to be an original. The original registered agreement shall be retained by CRWC and the counterpart thereof shall be kept by the Second Party.

31) Stamp Duty and Registration Charges

All expenses relating to stamp duty and registration shall be borne by the Second Party if it is mandatory to register the license agreement as per the State legislature. The CRWC shall register this agreement as required under law and the Second Party shall, at the request of the CRWC, present itself at the office of the Sub-Registrar of Assurances for the purpose of admitting execution and registration of this agreement.

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

32) Cabinet approval for merger of CRWC with CWC has been received. After the merger of CRWC with CWC, the agreement signed will apply mutatis-mutandis on CWC.

WITNESS: ON BEHALF OF CRWC

1.

2.

WITNESS: ON BEHALF OF M/s.....

1.

2.

EXHIBIT – 6
FORMAT OF BANK GUARANTEE

FORMAT OF BANK GUARANTEE BOND In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated _____ made between _____ & _____ for _____ hereinafter called the said E - Commerce Users agreement of utilizing the facility of covered warehouse Space of 70,289 Sq. Ft. of CRWC at RWC-Sanathnagar, Telangana, for the due fulfillment by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. _____ (Rs. _____) we, _____ (herein after referred to as "the Bank") at the request of _____ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. _____ (Rs. _____) against any shortages or loss or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s).

1. We _____ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment.

3. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till _____ Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this Guarantee. Unless a demand or claim on this Guarantee is made on _____

us in writing on or before _____ we shall be discharged from all liability under this Guarantee thereafter.

4. We _____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).

6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing.

Date the _____ day of _____ For
_____ (Indicate the name of Bank)

Signature

Name: _____

Stamp of the bank

EXHIBIT-7
PRE-CONTRACT INTEGRITY PACT

General

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between Central Railside Warehouse Company Limited, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, acting through Terminal Manager, Central Railside Warehouse Company Limited (hereinafter called the "COMPANY" 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 COMPANY proposes to appoint E - Commerce User (Second party) for the utilization of Covered Warehouse Space of 70,289 Sq. Ft. at RWC, Sanathnagar, Telangana and the Second party/E - Commerce Users is willing to execute the items of work /Section as per schedule of work, the work order issued and the General conditions of the contract of CRWC.

WHEREAS the Second Party is a private company/public company/Government undertaking/partnership firm [~~strike whichever in not applicable~~] constituted in accordance with the laws in the matter and the Company is a Govt. Of India Enterprise performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

NOW, THEREFORE,

In order to avoid all forms of corruption, and to follow 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 COMPANY 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 the Second party 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 COMPANY 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 Company**

1.1 The Company undertakes that no official of the COMPANY, 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 Second party, either for themselves

or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The COMPANY 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 COMPANY 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 Second party to the COMPANY with full and verifiable facts and the same is prima facie found to be correct by the COMPANY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY 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 COMPANY 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 and ensure full transparency in order to secure the contract or in respect of any act done in furtherance thereof including but not limited to the following: -

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY 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 COMPANY for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the COMPANY.

- 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 COMPANY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the COMPANY as part of the business relationship, regarding plans, technical Tenders 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 COMPANY, or alternatively, if any relative of an officer of the COMPANY 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 2(77) of the Companies Act, 2013.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the COMPANY

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last Five 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 any incorrect statement, misrepresentation or conceals any material information, it is liable to be disqualified from the tender process or if the contract, is already awarded, same can be terminated at the discretion of CRWC

5. **SANCTIONS FOR VIOLATIONS**

5.1 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 COMPANY 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 (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the COMPANY and the COMPANY 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 COMPANY, 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 COMPANY 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 COMPANY, 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 COMPANY resulting from such cancellation/rescission and the COMPANY 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 COMPANY for a minimum period of Two years, which may be further extended at the discretion of the COMPANY.
- (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 COMPANY with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Company to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The COMPANY will be entitled to take all or any of the actions mentioned at para5 (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.

5.2 The decision of the COMPANY 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 INDEPENDENT MONITOR

- 6.1 The COMPANY may appoint Independent Monitors (hereinafter referred to as Monitors)
- 6.2 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.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 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 Company.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Company 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.

6.7 The Company 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.

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

7 **FACILITATION OF INVESTIGATION**

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

8 **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the registered office of company i.e., New Delhi.

9 **OTHER LEGAL ACTION**

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 against responsible Bidder.

10 **VALIDITY**

10.1 The validity of this Integrity Pact shall be from date of its signing and extended upto 3 Years extendable by One + One Year or the complete execution of the contract to the satisfaction of both the Company and the BIDDER whichever is later.

10.2 Notwithstanding any part(s) of this Pact is held invalid or declared illegal by the Courts of competent jurisdiction, the remaining parts of the Pact shall remain valid and enforceable in full force in the same manner as if the invalid part never existed in the Pact.

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

COMPANY
Name of the Officer / Internal Monitor
Witness
1. _____
2. _____

BIDDER
Designation
Witness
1. _____
2. _____

EXHIBIT - 8
TERMS FOR MICRO & SMALL ENTERPRISES

- (a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs) subject to the Bidder submitting a valid MSE's registration certificate.
- (b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD) & Cost of Tender.
- (c) MSEs who are interested in availing themselves of these benefits and preferential treatment will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board.
 - (v) National Small Industries Company
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
 - (viii) w.e.f. 18.09.2015, MSE registered with Udyog Aadhar Memorandum (UAM).
- (d) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits shall enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (e) In case the MSE does not fulfill the criteria at Sr. No(c) & (d)above, such offers will not be eligible for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter.
- (a) In the event, it is found that the H1 Bidder is an entity other than a MSME, the participating MSE whose price bid is found within the range of H1-15% (i.e. less by not more than 15% of the price bid of H1 Bidder), shall also be entitled to match the bid or the revised negotiated bid of the H1Bidder as the case may be. As per Public procurement policy on MSE, considering that this is a non-divisible Tender, such MSE shall be given preference subject to it matching the price bid or the negotiated rates of the H1 as the case may be, considering the spirit of the Policy for enhancing the Government procurement for MSE's.

Provided further that if there are two or more eligible MSE's, whose bid are found less by not more than 15% of price bid of H1 Bidder, the opportunity to match the bid or the revised negotiated bid of the H1 Bidder shall be provided only to the MSE whose bid is found to be higher among all the eligible MSEs, failing which the contract shall be awarded to Highest Bidder at the bid price or the revised negotiated price at the case may be. Nothing in this clause shall affect CRWC right to decide the H1 Bidder or the MSE entitled to match the bid as provided above and its decision shall be final.

EXHIBIT-9**UNDERTAKING****(FOR DISQUALIFICATION CONDITIONS)**

I _____, S/o _____ D/o _____, resident of _____ employed as _____ in the capacity of Director of Company/Owner of the firm/partner of the partnership firm do hereby declare that:

- (i) The proprietor / any of the partners of the firm / any of the Director has/has not been [strike off inapplicable part] convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for a terms of six months or more and a period of five years has elapsed from the date of expiry of the sentence.
- (ii) The proprietor / any of the partners of the firm / any of the Director has not been convicted of any offence and sentenced in respect thereof to imprisonment for a term of seven years or more.
- (iii) That we have not been blacklisted by any State Government, Central Government or any other Public Sector undertaking or a Company or any other Autonomous Organization of Central or State Government as on the date of submission of the bid.
- (iv) We undertake that the information provided above are true and correct. I also accept that if at any stage it is found that the information provided by us are incorrect or misleading, CRWC shall have right to terminate the agreement and forfeit the Security Deposit as the case may be.

Date:

(Authorized Signatory)

EXHIBIT-10

AFFIDAVIT

(For Sole Proprietary Firm)

I,

.....R/o.....

..... do hereby solemnly affirm and declare as under:-

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

.....

DEPONENT

Place:

Date:

VERIFICATION

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

DEPONENT

Place:

Date:

(to be certified by the notary)

EXHIBIT - 11:		
CHECK LIST OF DOCUMENTS TO BE SUBMITTED		
No. CRWCCO-CD/294/2021-COMM / 2021-22/1946; Dated:15.01.2022.		
Tender for Selection of E - Commerce User at CRWC Railside Warehouse Complex (RWC) at Sanathnagar, Telangana.		
Name & Address of the Agency:		
S. No.	Type of Documents	Submission (Yes/No)
1	Exhibit- 1: Format of the Covering Letter	
2	Exhibit- 2: Unconditional Acceptance of Terms & Conditions of Tender	
3	Exhibit- 3: Description of the Bidder.	
4	Exhibit- 4: Business proposal.	
5	Exhibit- 5: E - Commerce User Agreement.	
6	Exhibit- 6: Format of Bank Guarantee	
7	Exhibit-7: Pre-contract integrity pact duly signed by Authorized Signatory.	
8	Exhibit-8: For tenderer(s) under MSEs under relevant category should enclose the proof of being registered with the appropriate authorities.	
9	Exhibit-9: Undertaking certifying that no criminal cases against the proprietor/ directors/owners of the company including firm company/joint venture/sole proprietary firm/partnership firm are pending in the last six months.	
10	Exhibit-10: AFFIDAVIT for sole proprietary firm.	
11	Exhibit- 12: Format for Financial Bid.	
12	Documents relating to annual turnover	
13	MoA and AoA in case of company/certified copy of partnership deed plus certificate of its registration with the Registrar of the firms plus current address of the firm and the full names & address of all partners of the firm. The Power of Attorney in respect of the authorized signatory.	

EXHIBIT – 12
FORMAT FOR FINANCIAL BID

Tender for selection of e - Commerce Users for utilizing the Covered Storage Space at its Railside Warehouse Complex (RWC) at Sanathnagar, Telangana – 500018.

A	Fixed Storage Rental Charges (lump sum) per month (excluding Tax) as stated in Clause 7.1 of NIT document.	Rs. (In Figure) ----- ----- Rs. (In words) ----- ----- -----
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NOTE:

1.The Reserve Price for Fixed Storage Rental Charges per month is **Rs. 15,28,083/-**. Any amount quoted below the fixed Storage Charges shall make the tender unresponsive and such offers shall be summarily rejected and the bidder is expected to quote the amount higher than the reserve price for Fixed Storage Rental Charges.

2. The Storage Charges are exclusive of GST.

3. The Storage Charges as quoted by the Bidder shall be subject to escalation of **5% (Five percent)** per annum on compoundable basis. The first escalation shall be effective after twelve months from the date of award of Contract in the facility by the e - Commerce User.

4. If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.

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