

Request for Proposal (RFP) is invited from the interested parties for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/ dairy products/ pharmaceuticals/ meat/fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis

E-Tender Notice-02/2021-22

08/10/2021

CENTRAL WAREHOUSING CORPORATION

(A GOVT. OF INDIA UNDERTAKING)
CORPORATE OFFICE,
4/1, SIRI INSTITUTIONAL AREA
AUGUST KRANTI MARG,
HAUZ KHAZ, NEW DELHI – 110016.

INFORMATION FOR ONLINE PARTICIPATION:-

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

The detailed procedure for registration is as under:

- i) **Go to the url:- www.cwceprocure.com**
 - ii) Click on the REGISTER ME link.
 - iii) In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information, correct e-mail address and submit form.
 - iv) The user-id and password are generated in the form of Acknowledgement.
- E. The person authorized to participate in the bidding on behalf of the bidder i.e. Authorized Signatory can submit the bid under Digital Signature none other than the one issued to him. Noncompliance will lead to summary rejection of the bid.
- F. **DOWNLOADING OF TENDER DOCUMENT:-** The tender document is available only in electronic format which the bidder can download free of cost from the above mentioned websites.

G.SUBMISSION OF TENDER:-Tenderer shall submit their offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

Bidder not accompanied with all Exhibits duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signature shall be liable to be ignored.

- i. Checklist: A checklist as provided with the Template for Step-1: Pre-qualification (Technical) Bid is also required to be duly filled and uploaded.
- ii. Bidder who wish to participate in e-tender enquiry need to fill data in pre- defined forms of Pre-qualification (Technical) Bid, Financial Bid in Excel formats only.
- iii. After filling data in pre-defined forms, Bidder 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, the EMD of the bidder shall be forfeited and he/they/ himself/themselves would disqualify for future participation in the tenders of Central Warehousing Corporation for the next 05 (Five) years.
- v. In case any of the uploaded documents is not legible then the Corporation reserves the right to call for legible hard copies of the same and/or originals for scrutiny/verification. In such a case the bidder must furnish the documents called for within the stipulated time either by post/courier or in person.

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

FOR any clarification regarding online participation, contact:- M/s ITI, New Delhi.

For assistance in online-tendering, may call following helpline numbers:
011-49424365

Email id: cwceproc@etenderwizard.com

REQUEST FOR PROPOSAL

Details of Tender:

Request for Proposal (RFP) from the interested parties for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/dairy products/pharma etc. in vacant land and / or godown/warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at any/all of the locations given in Annexure-B, as set out in the e-Tender Notice dated 08.10.2021.

Notes:

- 1.** This Document contains total 119 pages.
- 2.** The proposal document is valid only for the applicant who has downloaded the document from the Websites mentioned in the e- Tender Notice/ NIT dated 08.10.2021. The proposal document would have to be necessarily procured by the Bidder as a pre- condition to participation in the bidding process.
- 3.** The bidder should upload the scanned copies of documents duly self-attested in support of eligibility criteria along with the bid. Any document uploaded even without self- attestation will be uploaded with digital signature and, therefore, any document uploaded with the digital signature shall be deemed to have been self-attested and shall be binding on the bidder.
- 4.** Submission of false, dubious, forged or tampered documents by the bidder shall lead to the disqualification of the tender and action as deemed fit (including forfeiture of EMD) by the Corporation shall be taken against such erring bidder.

ACKNOWLEDGEMENT

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

**General Manager (Comm.)
Central Warehousing Corporation
Corporate Office
4/1 Siri Institutional Area, Hauz Khas,
Augat Kranti Marg, New Delhi-110016**

<p>“Request for Proposal document” downloaded for participation for center, namely</p>	<p>1. CW- 2. CW- 3. CW-</p>
<p>Name of the Bidder</p>	
<p>Address</p>	
<p>Signature</p>	
<p>Date of Downloading</p>	

DISCLAIMER

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

CWC and the Operator shall have to follow the provisions of Warehousing Act, WDRA and any Rules Regulations policies framed there under and the applicable laws related to **environment, labour laws** and any other law as applicable for the concerned operation in its letter and spirit.

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

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

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

General Manager (Comm.)
Central Warehousing Corporation
Corporate Office
4/1 Siri Institutional Area, Hauz Khas,
August Kranti Marg, Delhi-110016
Phone: 011-26566107, Email: gmcomm@cewacor.nic.in

1.1 INTRODUCTION

This bid document (hereinafter referred to as the 'proposal document') has been prepared by Central Warehousing Corporation (hereinafter referred to as the 'CWC') and the information contained in this document has been developed from publicly available sources. Bid document includes Request for Proposal (RFP) along with Exhibits 1 to 21. Exhibit -11 is for proposed agreement which is integral part of the bid document. This document has been prepared to enable the bidders to participate in the tender process of Request for Proposal (RFP) is invited from the interested parties for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/ dairy products/ pharmaceuticals/meat/fisheries etc in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at any/all locations given under Annexure-B for **20** years.

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

CONFIDENTIALITY:

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

STATUS OF THE DOCUMENTS:

This document is not an offer by CWC to sell or part away its assets and facilities in the CWC (as per Annexure-B) but is only an offer for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis and develop, design, engineer, finance, procure, construct, operate, maintain & manage defined / allocated existing facilities at locations given under Annexure-B and setting up other required installations inside CWC (Annexure-B).

****STATUS OF ENTIRE FACILITY:**

These warehouses are strategically located from Logistic point of view and as per the production and consumption centres for perishable agri-produces.

The premises and facilities have been developed by CWC on the land leased/Owned for the warehousing purposes.

The Bidder will Construct/Modify, Operate and Maintain state of the art Cold Storage/ CA/MA/packaging units on Built Operate and Transfer (BOT) as per their requirement at their own cost or utilizing the subsidy as per the prevailing govt. scheme, arranged by the Bidder in the name of CWC which will be passed on to the Bidder by CWC.CWC will not finance the project. The further development of existing facility may include any other ancillary facility/infrastructure for the smooth operation and maintenance of the Cold Storage/ CA/MA/packaging units etc. for handling the cargo. The allotted area will be developed by the successful bidder with required installations for setting up a cold storage/pack house/food processing unit/packaging unit/value addition plant in accordance with this RFP document within the complex pursuant to agreement with CWC and under the condition(s) that the Bidder may enjoy the right to use for the operation as specified in these documents subjects to due and faithful fulfillment of all obligations of the Bidder as specified in these documents.

The proposed agreements restrict the use of facilities made available to the successful bidder on long term (20 years) license basis for specific purposes and for uses which are supportive for handling operations. The continued beneficial use of the facilities (which are being offered through this document) will be subject to /conditioned by the efficient, safe and environment friendly use of the premises, infrastructure/ campus under the Bidder's domain.

****.- The above mentioned status of the facility(ies) is for reference only and will change according to the location.**

2. DEFINITIONS**(i) Bidder:**

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

(ii) Bidding Consortium:

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

(iii) Lead Member:

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

(iv) Member Entity:

Each entity in the Bidding Consortium shall be referred to as a Member Entity. A registered partnership firm can also be allowed as a Member Entity of the Bidding Consortium provided a Lead Member of the Bidding Consortium shall be a corporate entity.

(v) Corporation:

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

(vi) Facility:

The expression "Facility" means the area of the warehouse/campus which shall be under the domain of the Bidder. Facility area to be offered to Bidder is about as quoted by bidder in Exhibit-10 which has been developed, as part of the location/warehouse, including the assets installed thereon.

(vii) Managing Director:

'Managing Director' shall mean the Managing Director of Central Warehousing Corporation.

(viii) Regional Manager:

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

(ix) Pre-qualified Bidders:

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

(x) Project:

To develop, operate, maintain, manage & further develop the land/ existing "Facility" by Bidder of CWC as per the conditions of this Document and as per the terms of the agreement to be entered into with CWC in accordance with Exhibit-11.

(xi) Proposal:

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

(xii) Request for Proposal:

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

(xiii) ABC means:

The successful bidder.

(xiv) Valid Bidder:

The technically qualified bidder is the valid bidder.

3. INTRODUCTION & BACKGROUND

3.1 Background:

The Central Warehousing Corporation (CWC) is a premier Schedule -A, Mini Ratna, Public Sector Undertaking. It provides integrated warehousing logistics services. It has diverse presence in storage of food grains, Container Freight Station (CFS), Inland Container Depot (ICD), Custom Bonded Warehousing, Integrated Check Post (ICP), Air cargo complexes, Container train operations (CTO), Rail-side warehousing, etc.

CWC is coming up with a unique scheme for setting up Cold storages/Controlled Atmosphere/ Modified Atmosphere (CA/MA) facility for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc. at the given location(s) & of given capacity.

CWC has identified locations (Annexure-B), where it perceives to have potential to set up the cold storage especially for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc. At these locations CWC is already having its warehousing facilities which can be partially or fully converted and utilized as Cold storage.

3.2 Key Objective & Benefits of the Scheme:

- CWC is coming up with a scheme for setting up the Cold storages (CA/MA) facility/Pack-Houses/Processing/Packaging units/value addition plant near farm gate, production zones and consumption markets, focusing perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc.
- These units can be developed through financial assistance from bank or/and back end subsidy available under various government schemes of NHB/MIDH/MoFPI/APEDA etc. for which CWC may try to help the bidder, if so required, but the role of CWC shall be to the extent only to facilitate in documentation etc. OR the party may develop at their own through self-financing.
- To prevent distress sale by the farmers of their perishable product.
- To ensure perishable products are available throughout the year.
- To provide a platform to better utilize the Govt. funding schemes for cold storage.
- To provide covered space for creating cold storage/CA/MA facility//Food processing/Packaging units/value addition plant by retrofitting.
- To provide covered space and vacant land for development/construction of Cold storage facility /Food processing/Packaging units/value addition plant

of any type in the prime urban or rural area.

- To reduce the total cost and gestation (concept to commissioning) period of setting up/developing a cold storage/CA/MA/ Food processing/ Packaging units/value addition plant by providing land, godown, warehousing facility, with all basic amenities, security system, boundary walls, gate complex, office blocks, electricity, water supply, sewerage system, approach roads, etc.
- **Strategic Locations:** All identified locations of CWC are either situated at the farm gate/production zone or near the consumption centers (Metros). This will give the operator a competitive and strategic advantage. It will also help in reduction in transportation cost & faster delivery.
- **Network of cold chain required vis-à-vis central warehouses:** CWC centers are located across the country and hence these provide an opportunity to the cold chain operators to develop the cold chain at the locations of their choice in order to create a value chain from first mile to last mile, with all ancillary facilities, such as pack houses, ripening centers, etc.

3.3 Objectives of RFP:

CWC proposes to enter into an agreement for its “facility” at any or all the locations given in Annexure-B, with the entities who have the required experience, expertise and technology matching with international standards in the areas of-

Running/operating/managing the cold storages/Controlled Atmosphere & Temperature facilities/Cold Chain logistics operators and willing to Construct/modify, maintain, Operate, the Cold storage infrastructure /facility specially for perishable agri-produces/ dairy products/ pharmaceuticals/ meat/ fisheries etc.

CWC’s objective is to select an entity, which has the organizational capability to successfully construct, operate, maintain and manage the “Cold Storage (CA/MA) Facility/Pack- Houses/Processing/Packaging units/value addition plant near farm gate, production zones and consumption markets, focusing perishable agri-produces/dairy products/pharma etc.” CWC shall enter into an Agreement with the successful Bidder.

3.4 Scope of the work:

- a. Bidder will prepare DPR for establishment of Cold Chain with CA storage for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc. The DPR will be shared with CWC with in a period not later than one month from the date of issue of LoA, furnishing therewith specifications & timelines for completion of the project/facility. CWC after perusal of the DPR and the timelines may at its sole discretion issue necessary instructions suggesting amendments/modifications if any, required to ensure that the construction is as per the industry standards & specifications.

- b.** CWC will provide required land/facility for establishment/construction/retrofitting of the cold chain facility at the identified location (s) and of given capacity.
- c.** The bidder can bid for all the projects together or for individual projects.
- d.** The bidder will create the infrastructure of CA/MA Cold Storage along with provision for packhouse, grading and packaging line for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc.
- e.** He/They will bring in latest available technology for long term storage of perishable agri-produces/dairy products/pharma etc. The technology should include controlling of temperature along-with humidity, oxygen and CO2 scrubbing etc. Design and finalization of Machinery Specifications and Layout will be based on the most suitable and latest technology available globally as per suitable requirements.
- f.** Design, Execution & operation of the project by the bidder keeping the needs in view for storage of perishable agri-produces/dairy products/pharma etc.
- g.** Preparation of all the mechanical and electrical drawings comprising to the following:
 - 1. Flow-chart of various activities of the project
 - 2. Capacity working for Plant and Machinery based on actual requirement
 - 3. Selection of Equipment based on all major/minor aspects of project
 - 4. Selection of Equipment based on all major/minor aspects of project
 - 5. Complete layout of the facility keeping in mind space requirement for each activity and sufficient space for movement of people and Material Handling Equipment.
 - 6. Specification of PUF Insulated Panels
 - 7. Specifications of Refrigeration System.
 - 8. P & I diagram for the project
 - 9. Electrical layout plan & other drawings
 - 10. Single line diagram for power supply scheme
 - 11. Working on actual power requirement for the Project
 - 12. Preparation of lighting & street light layout plan
 - 13. Detailing of electrical control & instrumentation system including PLC/SKADA system
 - 14. Preparation of implementation schedule for supply & erection of all plant & machineries
 - 15. Compliance of technical / statutory requirements including approvals necessary till operations.
- h.** Commissioning and trial runs.
- i.** Run the project with a professional team for a period of 20 years through a separate agreement.
- j.** Transfer the infrastructure and assets without any liability to CWC.
- k.** The bidder will establish the plant as per specification outlined in DPR out of his own funds or raise the required equity through Term Loan from

commercial banks or GOI infrastructure fund.

Proposed Time Table:

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

S.No	Particulars	Envisaged Schedule
1	Documents downloading date & time	From 1600 hrs on 08.10.2021 upto 1400 hrs on 29.10.2021
2.(a)	Last date and time of online bid submission	29.10.2021 up to 1500 hrs
2.(b)	Last date and time for submission of EMD & Processing Fee	Upto 1500 hrs on 29.10.2021
3	Last date for seeking Enquiries/Clarifications	Up to 1700 hrs on 22.10.2021.
4	Pre-bid meeting	At 1430 hrs on 14.10.2021 at CWC, CO, New Delhi/ VC.
5	Date & time of online Pre-Qualification (Technical) Bid opening i.e. Step 1	At 1530 hrs on 29.10.2021
6	Date & time of online Price (Financial) Bid opening	Will be intimated later on.

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

4. DESCRIPTION OF THE SELECTION PROCESS

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

Step 1: Information for Pre-Qualification

Step 2: Financial Bid.

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

4.1 STEP- 1: PRE-QUALIFICATION OF BIDDERS

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

Preliminary scrutiny of bids

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

ignored. The followings are the ground due to which the bid may be declared as unresponsive and to be ignored during initial scrutiny:

The bid is unsigned (where the bid document has been uploaded using the digital signature of the person authorized to sign, the same shall be treated as duly signed, except the document which are to be ink signed as Clause No. 5.2).

1. **For deciding eligibility of tender (as per Clause 6.2A)**, it is mandatory for Bidder to submit **EMD, Tender Processing Fees, Work experience certificates** of requisite magnitude (as per NIT), **Financial Turnover, Positive Net Worth** (Balance Sheets with Profit & Loss Account as per NIT), and **Affidavit** (as per Exhibit 17) failing which the tender shall be summarily rejected.
2. **All other documents (as per Clause 6.2B)** like **Description of Bidder (as per Exhibit 4), Pre-Contract Integrity Pact, Goods and Services Tax Registration Certificate, PAN Card, PF Registration, FSSAI License, Non Blacklisting Certificate (as per Exhibit 15), Organization Details, Power of Attorney (as per Exhibit 5), Compliance to bid requirement (as per Exhibit 9), Undertaking of No Criminal record (as per Exhibit 14), Bank Details (Account No., Bank Name, MICR No, RTGS No. & copy of cancelled cheque)** etc. as per NIT/pre-qualifying Performa, are also required to be submitted along with tender.

NOTE: CWC (Corporation), if necessary, can ask the bidder for any specific clarification relating to Mandatory documents/conditions within the specified time of 07 days. For this purpose, the procedure stated below is to be followed and the specific clarification is required to be uploaded on the same portal as per the procedure prescribed therein.

(a) Copy of required missing documents may additionally be sent through e-mail i.e. [@ gmcomm@cewacor.nic.in](mailto:gmcomm@cewacor.nic.in) along with uploading the same on the portal.

(b) If the bidder fails to respond, within the stipulated time period or the clarification(s)/document (s) with respect to mandatory documents submitted is non-conforming to requirement of tender conditions, **CWC may take decision to provide further time to bidder for submission of mandatory documents subject to receipt of the documents from the bidder through Email.**

(c) The bidder has the option to respond or not to respond to these queries.

(c) The request for clarification by the Corporation and the response of the tenderer shall be in writing and no change in price or substance of the bidder shall be sought, offered or permitted.

(e) **All other documents** should also be uploaded by the bidder. **However, if the bidder has not uploaded any of the other documents as per NIT/pre-qualifying Performa, highest bidder should submit the same with submission of Performance/Bank Guarantee, if the highest bidder fails to do so than no Agreement in between CWC and contractor will be executed and it will lead to rejection of bid and forfeiture of EMD & Performance Guarantee.**

For obtaining clarification, following procedure is to be followed:

(i) An icon for clarification shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical /Financial Bid.

(ii) Corporation shall click on clarification icon for the desired tenderer and enter the details of clarifications sought within the prescribed time.

(iii) After entering the details of clarification sought by the Corporation, same icon shall appear at bidder’s end for replying to the particular clarification sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification sought by the Corporation.

(iv) Bidder will click on clarification icon and will reply to the same and upload the required clarification/documents in support of clarification sought, if any, within the prescribed time. Bidder cannot ask for any clarification from the corporation.

(v) Once the prescribed time expires, clarification icon from tenderer site shall also disappear automatically.

(vi) After expiry of prescribed time, Corporation shall download the clarification/documents in support of clarification submitted by the bidder.

Further evaluation of Step-1: Technical Bid

Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents, as asked for, have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.

STEP 2 - EVALUATION OF FINANCIAL BID

Financial Bid in respect of the bidders declared as Pre-qualified in evaluation of technical bid will be opened. The Commercial/Price/Financial Bids will be ranked on the basis of the amount quoted i.e. per square meter per month rates (**Exhibit-10**). The valid bidder having quoted the highest bid amount for individual site/location shall be ranked as H1, and subsequent valid bidders for that site/location shall be ranked in order of their respective total quoted amounts shall be ranked as H2, H3, and so on.

The evaluation will be done based on individual site (and independent to the no. of locations for which bidder has quoted) i.e. rates quoted by the bidder for each site and irrespective of the area proposed/requested. If for a particular site Bidder A has quoted highest amount, as compared to any other bidder his quote will be considered as H1 for that site/location and then the second highest as H2 and so on. Based on the same one bidder may be selected for one or more sites/locations.

In case quoted rate are same for two or more valid bidders. The highest valid bidder will be considered on the basis of higher turnover.

For example, if valid bidder 'A' has Rs. 50 Crore total turnover in last three financial year while valid bidder 'B' has Rs. 45 Crore total turnover in last three financial years.

Here, bidder 'A' will be termed H1 and bidder 'B' will be termed as H2 and preference in space allocation will be given to H1.

Total Quoted Amount = [Quoted Fixed Amount per Square meter per month as per Clause 7.1] for individual site/location

5.0 ENQUIRIES & CLARIFICATIONS:**5. PROCEDURE TO BE FOLLOWED**

Enquiries, if any, can be addressed to:

**General Manager (Comm.)
Central Warehousing Corporation
Corporate Office
4/1 Siri Institutional Area, Hauz Khas,
August Kranti Marg, Delhi-110016**

Phone: 011-26566107 **Email:** gmcomm@cewacor.nic.in

All queries that are received on or before 1700 hrs on 22.10.2021 shall be addressed by CWC in writing. CWC shall aggregate all such clarifications and shall prepare a response, which shall be posted on the website www.cewacor.nic.in. No separate communication shall be issued. It may be noted that queries in writing would be entertained only from those parties who have been provided this Document and shall be published on CWC's website only, no newspaper publication will be done.

Pre-bid meeting:

A pre-bid meeting with the prospective bidder shall be held at 1430 hrs on dated 14.10.2021 at CWC, Corporate office or through Video Conferencing.

Request for clarifications received after 1700 hrs on 22.10.2021 shall not be entertained.

5.1 SITE VISIT:

The bidders are advised to visit the respective site ("Facility(s)") before submitting the tender, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. The facility/infrastructure is offered only on "as is where is" basis. No dispute as regards the project information shall be entertained after submission of the tender.

5.2 SUBMISSION OF THE PROPOSAL:

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

- i) Exhibit-2: Format of covering letter
- ii) Exhibit-13: Pre-contract Integrity Pact
- iii) Exhibit-14: Undertaking of no pending case/non- conviction of any offense
- iv) Exhibit-15: Performa for declaration of non-blacklisting
- v) Exhibit-16: Format for authorization of sole proprietorship firm
- vi) Exhibit-17: Format for affidavit to be submitted by tenderer along with the tender documents

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

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

5.2.2 Financial Bid:

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

5.3 The Bidder shall submit its offer in electronic format on the website www.tenderwizard.com/cwc, on or before the scheduled date and time as mentioned at Clause No. 3.4 above. Submission of tenders after the scheduled date and time will not be possible. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected. Bidders will have to submit the

Processing Fee and EMD as prescribed in the tender document.

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital signatures and shall be considered except six documents as mentioned in Clause-5.2 which are to be ink signed.

5.4 OPENING OF PROPOSALS

The Pre-Qualification (Technical) Bid of the proposal would be opened on the date and time specified at the Central Warehousing Corporation, Corporate Office, New Delhi in the presence of one representative from each Bidder, if deputed. The details regarding the bidder, as provided in the Covering Letter (Exhibit -2) would be read out.

5.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this Request for Proposal would be considered non-responsive and would be liable for rejection.
2. Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.
3. All communications and information should be provided in writing and in English language only.
4. All the communications and information provided should be legible.
5. No change in, or supplementary information to a proposal after its submission shall be accepted. However, CWC reserves the right to seek additional clarification from the Bidders, if necessary, during the course of evaluation of the Proposal.
6. The proposals shall be evaluated as per the criteria specified in the Request for Proposal. However, within the broad framework of the evaluation parameters as stated in the Request for proposal, CWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
7. **For a Bidding Consortium**, the Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.
8. No entity including its affiliate can propose to be a member of more

than one Bidding Consortium for submission of the Proposal for the Project.

9. In case of Registered Partnership Firm, the composition of the partnership firm and name of the partners shall be disclosed.
10. The Bidder should designate one person ("Contact person" and "Authorized Signatory") to represent the Bidder in his dealings with CWC. This designated person should be authorized to perform all tasks including, but not limited to, providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc, whose act/s shall be binding on the bidder.
11. If any claim made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CWC, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be condoned by CWC before evaluation of financial bid at the sole discretion of CWC.
12. The Bidder shall be responsible for all the costs associated with the preparation of the Proposal. CWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
13. The bidder will have to sign a pre-contract integrity pact as per Exhibit-13.
14. Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.

5.6 VALIDITY OF TERMS OF THE PROPOSAL:

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

5.7 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS:

- i) PROCESSING FEE PAYABLE TO CWC for an amount of Rs. 1180/- **(Rupees One Thousand One Hundred Eighty) including GST @ 18%**. The payment should be deposited through e-payment gateway of M/s ITI only.
- ii) PROSECESSING FEE PAYABLE TO M/s ITI for an amount of Rs. 885/- **(Rupees Eight Hundred Eighty Five only) including GST @ 18%**.The

payment should be deposited through e-payment gateway of M/s ITI only.

iii) **Earnest Money Deposit (EMD):**

The EMD for an amount of **Rs. 1 Lakh (irrespective of the Number of locations bidding for)** shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only.

In the event of bidder withdrawing his offer before the expiry of the validity period/not taking over the work after acceptance of proposal by the bidder, EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with him or debar the bidder to participate in all future tender enquiries with CWC based on the merit of each case upto a period of three (03) years without prejudice to any other rights and remedies available with CWC under the agreement and law. The decision of Managing Director in this matter shall be final and binding upon the bidder.

Earnest Money Deposit of the unsuccessful bidder shall be returned after finalization of the offer. No interest shall be payable on the amount of Earnest Money in any case. The Earnest Money Deposit of the successful bidder shall be adjusted against the payment due from the Bidder within 30 days after the Bidder executes the agreement and furnishes required irrevocable Performance Bank Guarantee/Security Deposit.

6. THE PRE-QUALIFICATION PROCESS

6.1 THE OBJECTIVE OF THE PRE-QUALIFICATION PROCESS:

The objective of the Pre-qualification process is to select Bidders who have the operational strength to develop, equip, operate and maintain the land/“Facility” and having the Commercial strength to achieve optimum levels of capacity utilization and offer commercial benefits to CWC.

6.2. ELIGIBILITY CRITERIA

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

A. Mandatory Documents

1. EMD & Tender Processing Fees:

Bidder must submit the following:

- i) The EMD for an amount of Rs. 1 Lakh (irrespective of the Number of locations bidding for) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only. Copy of proof of the payment towards EMD to be enclosed.
- ii) Tender processing fee (Non- refundable) to CWC and M/s ITI as per Clause No. 5.7 would be paid mandatorily through e-payment gateway of M/s ITI only.

2.(A) The bidder shall be a Controlled Atmosphere (CA), Cold Storage Project Developer/food processor/supplier/ contractor/Equipment manufacturer of CA, Cold Storage/Logistics operator having experience of setting up and installation of similar plants which includes Cold storage related infrastructure, Pre-Engineering Building (PEB), Civil & Electrical work & utilities for Cold Storage.

OR

2.(B) The bidder shall own or have experience in successful Operation & Maintenance or running of facilities which may include CA/MA Cold storage, or any food processing unit/logistic operations and related facilities for the period of at least 3 years, not prior to 1/4/2017.

Credential required:

FOR CRITERIA 2(A)

Experience of supply & installation: Copy of work completion certificate provided by client along with copy of form 26 AS indicating the payment released by client.

OR

Copy of audited balance sheet duly certified by CA or certificate of statutory auditor indicating the income from setting up and installation/ developing/ supplying the cold storage/CA/MA stores/food processing unit/logistic operations & related facilities during last 3 years

FOR CRITERIA 2(B)

Ownership of Cold storage: proof of ownership supported by agreement /electricity bill/registration copy/sale deed /license of cold storage etc.

OR

Experience of operation & maintenance: Copy of experience certificate provided by client along with copy of form 26 AS indicating the payment released by client.

OR

Copy of audited balance sheet duly certified by CA or certificate of statutory auditor indicating the income from running/maintenance /operations of cold storage any food processing unit/logistic operations and related facilities during last 3 years and copy of License provided by the statutory authority for running /operating the cold storage.

Note: 1. For the purpose of JV / Consortium the bidders shall be companies/individuals/partnership firms having experience of setting up & installation of Cold Storage/CA/MA stores or experience of operating/maintaining /running of cold storage CA/MA stores.

2. Exhibit-8 to be filled and uploaded for reference purpose.

3. In case of an individual, single company or partnership firm, the minimum **average annual turnover** of last three financial years i.e. 2018-19, 2019-20& 2020-21, **should be Rs. 1 Crores**. If the audited report of 2020-21 is not available, the audited report of 2017-18 will be taken into consideration. In case a number of companies form a consortium for the purpose of bidding, the minimum average annual turnover putting together should be **Rs. 3**

Crores of last three financial years (2018-19, 2019-20 & 2020-21), out of which the lead member's minimum **average annual turnover should be minimum of Rs. 50 Lakhs**. If the audited report of 2020-21 is not available, the audited report of 2017-18 will be taken into consideration.

[In this connection bidders are required to submit the audited balance sheet and profit and loss account for last three financial years certified by a Statutory Auditor along with Exhibit 7(a).]

Note: If the turnover of any of the year is not submitted then turnover of that year shall be considered as ZERO for the calculation of average annual turnover of 3 years.

4. In case of an individual, single company or partnership firm the net worth should be positive as on 31.03.2021. If the audited report of 2020-21 is not available, the net worth as on 31.03.2020 will be taken as per the audited report of 2019-20.

In case a number of companies form a consortium for the purpose of Bidding, each constituent member should have the positive net worth as on 31.03.2021. If the audited report of 2020-21 is not available, the net worth as on 31.03.2020 will be taken as per the audited report of 2019-20.

[In this connection bidders are required to submit the audited balance sheet and profit and loss account for last three financial years certified by a Statutory Auditor along with Exhibit 7(b).]

5. Bidder shall also submit an Affidavit duly attested by Notary as per Exhibit 17 certifying that the documents submitted along with the tender are under his knowledge and are authentic, genuine, copy of their originals and no part of them is false, forged or fabricated.

B. Other Documents

1. Description of the Bidder as per the format specified in Exhibit – 4.
2. MOU amongst the member entities of a Bidding Consortium incorporating the principles as in Exhibit-1 (if applicable).
3. PRE-CONTRACT INTEGRITY PACT: Tenderer will have to sign the pre-contract integrity pact as per the enclosed proforma at Exhibit 13 and duly signed copy has to be submitted with the tender.
4. GST Registration: Contractor must have valid GST registration certificate from the concerned authority (as applicable) and copy to be enclosed with the tender.
5. PAN Card: Tenderer must enclose copy of PAN card along with the tender.
6. PF Registration: Tenderers must have valid PF Registration certificate from the concerned authority and copy to be enclosed with the tender.
7. FSSAI license- The tenderer must have a valid FSSAI license. Copy to be enclosed with the tender.
8. Bidder should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect as per Exhibit 15.
9. Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
10. Self-attested & stamped copy of this bid/tender document as a token of acceptance of terms & conditions of this bid/tender documents.
11. Organization Details:

The bidder shall be a Company registered under the Companies Act, 1956/2013 or a Partnership registered under the Indian Partnership Act, 1932 or Cooperative or Farmer's Producer Organization or PSU or Corporation for the last three years or a consortium or joint venture or sole proprietor.

Note: Credentials may be submitted as mentioned in Clause No. 6.3

12. Tenderer shall submit a Power of Attorney in favour of signatory(ies) duly attested by the notary as per Exhibit 5. This format is for the purpose of guidance only and deviation in the wording can be accepted.
13. Compliance to Bid Requirement: Tenderer shall submit a declaration as per Exhibit 9 with the technical bid confirming that he/she/they has understood the tender documents and his/ her/ their bid complies with the tender requirements / terms & conditions of the tender documents, he/she/they has/have quoted the rates without any condition and deviation and the rates quoted are as per the tender documents.
14. The bidder shall submit an undertaking certifying that no criminal cases against the proprietor/ directors/owners of the company including firm company/joint venture/sole proprietary firm/ partnership firm are pending as per Exhibit-14.
15. Bank Details (Account Number, Bank Name, MICR No, RTGS No. & copy of cancelled cheque).
16. Details of interested locations as per Exhibit-21(For information purpose only).

6.3. GUIDELINES FOR SUBMISSION OF PROPOSAL

6.3.1. BY A SOLE PROPRIETORSHIP CONCERN:

If the Bid is submitted by a sole proprietorship, it shall be signed by the proprietor himself above his full name and the name of his concern with its current address. The bidder should also submit an affidavit as per Exhibit 16.

6.3.2. BY A REGISTERED PARTNERSHIP FIRM:

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

6.3.3. BY A COMPANY (PRIVATE OR PUBLIC)

If the proposal is submitted by Company the same should also contain copy of Memorandum of Association (MoA) and Article of Association (AoA) by the company participating in the tender enquiry alongwith a resolution of the Board for participation in the tender. Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. company/PSU, if required shall

be submitted by the Bidder. The copy of Power of Attorney in favour of the authorized signatory be also enclosed.

6.3.4. **BY A CONSORTIUM**

1. Memorandum of Association and Articles of Association or copy of registered Partnership Deed, as the case may be, of all member entities of Bidding Consortium.
2. The proposal for pre-qualification bid shall contain a copy of the Memorandum of Understanding (MOU) entered into between the Member Entities, as per the principles of MOU specified in Exhibit-1. Letter of Commitment as per the format specified in Exhibit-3 from each of the Member entities the strengths of which are desired to be considered for evaluation in accordance with Exhibit-6.
3. In the absence of such a document, the proposal would be considered and evaluated as one from an individual member entity alone, submitting the proposal.
4. Any change in the composition of the consortium or the proposed role of member entities after submission of the proposal would be recognized and permitted by CWC only if such change is in the opinion and discretion of CWC not prejudicial to the strengths of the consortium as was evaluated earlier.
5. CWC reserves the right to reject any proposal pursuant to a change in the composition of the bidding consortium without giving any reason whatsoever.
6. The Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.

7 PAYMENTS TO CWC

7.1 FIXED AMOUNT:

- a. In return for the rights granted to the Bidders under the contract, the Bidder shall pay CWC a fixed amount as agreed, on monthly basis in advance before 5th day of each month alongwith applicable GST or any other tax in lieu thereof levied by Central/State Govt. from time to time.
- b. The Fixed Amount per square meter per month accruing to CWC shall be as quoted by the bidder & agreed by CWC. The bidder is required to quote the Fixed Amount per square meter per month for covered space for the desired location(s) as per Annexure B
- c. After issue of Letter of Acceptance (LOA) by CWC, Bidder shall take the possession of site within one month's period (w.e.f. date of issue of LOA) start making payment to CWC of the agreed fixed amount quoted by him, after 05 (five) months from date of taking possession or start of operations whichever is earlier in case of retrofitting and after 10(ten) months from date of taking possession of the vacant land or start of operations whichever is earlier in case

of new construction. During the above mentioned period or till start of the operations, whichever is earlier, the operator has to make payment to CWC @ 25% of the amount quoted/finalized, per month for the total area allotted (either open or covered) for construction/setting up cold storage and beyond this full payment has to be made

- d. The fixed amount is payable monthly in advance by the Bidder.
- e. The above fixed amount shall be subject to yearly escalation as per WPI and CPI @ 40:60 ratios for the year on compoundable basis.
- f. If the bidder is willing to take open/vacant area for establishment of the cold storage, 60% of the covered area rates quoted/agreed by the bidder for the location (s) will be charged on per sq. mtr per month basis.
- g. The bidder is free to construct Cold Storage of his desired capacity at his desired location(s) given in Annexure B and may ask/bid for required covered or open area for construction/installation of the same as per availability with CWC.
- h. If the bidder wants additional area for expansion of the facility either open or covered, that may also be allowed subject to availability of the same.
- i. The bidder may visit site/location(s) of his interest given under Annexure B for his/her satisfaction before applying for bid.

7.2 Escalation of the Fixed Amount:

The Annual Fixed Amount to be quoted by the bidder shall be subject to a yearly escalation of **as per WPI and CPI @ 40:60 ratio for the year**. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from the date of issue of LOA to the Bidder by CWC.

8. The Bidder shall be responsible for all statutory requirements related to plant, labour, machinery, handling equipment, safety, security, firefighting equipment and keep the same in good working condition, deployment of manpower & related statutory compliance. The number/s and make of the equipment and the deployment of manpower shall be at the sole discretion of Bidder. But it shall be obligatory on the part of Bidder that adequate equipment in good working condition and well-trained manpower are deployed at Facility at all times during the period of agreement for smooth and efficient management of the facility.

Notwithstanding this, the Bidder shall act under the overall supervision and guidance of CWC.

9. Failure to adhere to the payment schedules shall be termed as breach of the Agreement. In such events the Bidder shall be blacklisted or suspended/banned from participating in all future tender enquires with CWC based on the merit of each case upto a period of three (03) years without prejudice to any other right and remedy available to CWC under the agreement and law. And Performance BG amount and EMD available will be forfeited. All developed facility, at the cost of Bidder, shall be seized for any operation by the Bidder. The decision of Managing Director shall be final and binding on the bidder.

10. PAYMENT RECEIPT AND DISBURSAL:

1. The Annual Fixed amount quoted by Bidder shall be excluding the GST or any other Tax in lieu thereof, or cess, levied by the Central/State Govt. from time to time.

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

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

2. Reimbursement of various expenses pertaining to electricity/water or any other services paid by CWC but utilized by the Bidder, if any shall be made by Bidder to CWC, within thirty (30) working days of the submission of Bill/Tax Invoice by CWC in the format prescribed under GST law or any other format as prescribed for any other tax in lieu of GST or any cess levied by the Central/State Govt. from time to time.
3. For any delay in payment from ABC side, the recipient shall be entitled to payment of **simple interest @12% (twelve percent) per annum** for the delayed period.
4. In case ABC is not able to fulfill its obligation on account of payment of annual Fixed amount, CWC shall forfeit the shortfall towards annual fixed amount by way of encashment of Security Deposit /Performance Bank Guarantee submitted by Bidder. EMD available will be forfeited. All developed facility, at the cost of Bidder, shall be seized for any operation by CWC.
5. Bidder shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of Bidder or any cess or levy by any authority in connection with their operations.

11. TAXES & OTHER STATUTORY DUES:

- i) GST shall be payable as applicable by the successful bidder.
- ii) Other taxes /liability due to use of facility or operations of the Bidder shall be paid by the Bidder.
- iii) Payment of stamp duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by Licensee/Bidder.

12. SPECIAL TERMS & CONDITIONS

12.1 The selected Bidder will prepare DPR for establishment of Cold Chain with CA storage perishable agri-produces/ dairy products/

pharmaceuticals/meat/fisheries etc. The DPR will be shared with CWC with in a period not later than one month from the date of issue of LoA, furnishing therewith specifications & timelines for completion of the project/facility. CWC after perusal of the DPR and the timelines may at its sole discretion issue necessary instructions suggesting amendments/modifications if any, required to ensure that the construction is as per the industry standards & specifications.

- 12.2** Subsequently, the bidder shall also get this project approved from agencies viz., APEDA/MoFPI/ NHB / NHM / State Horticulture Department or such other Govt. Agency if they intend to avail the subsidies/Assistance from these agencies for the project.
- 12.3** The bidder shall enquire about subsidy / assistance on their own prior to bidding and it is their responsibility entirely. However, CWC may help the successful bidder to the extent possible in completing the paperwork/documentation formalities etc., if required at CWC end.
- 12.4** CWC does not at all undertake any responsibility to ensure grant of such subsidy/assistance. CWC shall not be liable, in any manner to pay the amount equivalent to admissible subsidy/assistance, if the same is not sanctioned and paid by the concerned Govt. agency to the bidder.
- 12.5** CWC will not finance the project in any manner.
- 12.6** The bidder will be allowed a period of 10 (ten) months for construction of the facility (if new facility to be constructed on vacant land), from the date of issue of LoA. However, if the party has to retrofit the cold storage in the existing godown/covered space, 05 (five) months period from issue of LoA will be given. The contract shall be terminated beyond this period if construction is not completed and the SD (PBG) shall be forfeited. During the above mentioned period or till start of the operations, whichever is earlier, the operator has to make payment to CWC @ 25% of the amount quoted/finalized, per month for the total area allotted (either open or covered) for construction/setting up cold storage and beyond this full payment has to be made.
- 12.7** If the operator wants to avail loan from any financial institution or bank/Lender and the Financial Institution/Bank is willing to enter into a separate Tripartite Agreement (Substitution Agreement) between CWC, Successful Bidder/party and the Bank/Lender for substitution of the operator in case of Financial Default, the same can be done without compromising/mortgaging the land/property/rights of CWC. The said agreement may be signed, if party avails the finance from the bank/lender under the conditions mentioned in the Substitution Agreement (EXHIBIT-18), and agreed upon by the Lender/Bank.
- 12.8** In case the bidder/operator is willing to get finance from any bank/financial Institution/lender and the Bank/Lender is willing to open an ESCROW Account for safeguarding its financial interests, the same may be allowed, subject to giving preference to CWC's Storage Charges/payables.

- 12.9** If for the ESCROW Account as per clause 12.8 above, the party has to sign a separate Escrow Agreement with CWC and Senior Lender/Lender's Representative & the Escrow Bank (EXHIBIT-19).
- 12.10** In the conditions stated at clause 12.7, 12.8 & 12.9 above, the suitable Articles has been added in the Agreement (EXHIBIT-11) at Articles 13, 14, 15 & 16 to be signed by the Operator with CWC.
- 12.11** CWC will not permit any third-party lien/mortgaging of this land/facility created by CWC and handed over to the operator to any bank/financial institution or lending institution. Bidder will have to make arrangement of funds from their own sources. CWC will not invest its own funds in the project at any time.
- 12.12** The facility/cold storage so created or purchased by the successful bidder on BOT basis, will be the part of existing facility/warehouse of CWC, the bidder/operator has to operate only in the area demarcated for his use and will have no right on any other area/facility. On the determination of the Agreement or its sooner termination in accordance with the terms contained herein, the bidder will not remove any movable or immovable structures, furniture, fixtures and other material which has been created or purchased in the premises during the currency of the contract, and the same shall be transferred to the CWC without any cost/monetary consideration and shall stand vested absolutely in CWC. The bidder has also to transfer the facility in case of substitution to CWC or to the nominated operator/agency as the case may be without any cost.
- 12.13** CWC is in the process of getting the permission for trading/opening retail outlets directly from its warehouses. Once approved, this additional facility/service shall be given to the bidder. This shall have no bearing on the terms and conditions of this document; it will be an additional facility from CWC side for which terms & conditions (Financial/Non-financial) may be decided by CWC separately if availed by the bidder.
- 12.14** CWC shall provide office space to the operator/party if available surplus to their own requirement @ double the quoted/final rate(covered) by the operator.
- 12.15** The operator shall not use the dock area for the storage of goods. Dock area should be used for operational purpose only.
- 12.16** In case and as per availability if the operator required additional open space for its dedicated use for parking etc, the same shall be provided @ 60% of the rates quoted by the operator for covered space.
- 12.17** No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Letter of tender or any extension thereof. Withdrawal of tender during the specified period shall result in forfeiture of EMD deposited with tender and CWC is also entitled to take such further action as deemed necessary including debarring of the tenderer from future participation for 5 years.

12.18 Provision for Utilities and the payment of utility charges

- a) CWC, based on the request of the bidder, 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 bidder.
- b) However, CWC, at its sole discretion can also permit execution of aforesaid facilities directly by the bidder 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 CWC and same will be reimbursed by the bidder. If payment is made by the bidder, necessary documentary proof of such payments will be submitted to CWC by the bidder on monthly basis.
- c) The overall electric load shall not exceed the sanctioned limit.
- d) Cabling etc. to be done and removed at the cost of the bidder. But this should not hamper any installations/fixers of CWC or else the charges for repairs/replenish shall be payable by the Bidder.
- e) Separate sub-meter is to be installed by the bidder 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 on actual consumption basis, by the bidder with due intimation and necessary documentary proof of such payment.
- f) If bidder wants separate electricity connection of higher load than that of the present sanctioned load, CWC will facilitate by way of filing the application wherein related expenditure will be borne by the bidder. All the payments shall be made by the bidder in the name of CWC, with due intimation and necessary documentary proof of such payments every month to CWC.
- g) If due to their using the electricity, CWC 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 bidder.

EXHIBIT-1
**PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO
BE EXECUTED BETWEEN THE MEMBER ENTITIES OF A
BIDDING CONSORTIUM**

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

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the Project.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CWC and shall be jointly and severally responsible and liable to fulfill all the obligations to be assumed by the Bidder under the agreement with the CWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CWC without the prior written approval of CWC, which CWC may refuse if in CWC's opinion such withdrawal will be prejudicial to the interest of CWC.
9. The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CWC, the same shall be (a) a company incorporated under the Companies Act, 1956/2013; (b) the company's sole business shall be to undertake the maintenance and operations of the facilities for which CWC may select the Bidder and the Special Purpose Vehicle shall not undertake any other activity without the prior approval of CWC; (c) the Lead member shall hold minimum of 40% of the voting shares in the Special Purpose Vehicle and out of the balance at least 20% of the voting shares shall be held by other Member Entities and (d) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CWC shall continue without any change.

Place:

EXHIBIT-2
FORMAT OF THE COVERING LETTER

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

Date:**Place:**

To

The General Manager (Commercial)

Central Warehousing Corporation Corporate Office, New Delhi

Dear Sir,

Sub: Request for Proposal (RFP) from the interested parties for establishment of Cold Chain including CA/MA storage capacity, perishable agri-produces/dairy products/pharmaceuticals/ meat/ fisheries etc.. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at{Name of Location(s)}

Please find enclosed one copy of our Proposal in respect of

the _____ (“Project”), in response to the _____ Request for proposal (“RFP”) document downloaded by us on _____

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the RFP. The proposal is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 (one hundred twenty) days from the last date of submission of the proposal as laid down in this RFP document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by CWC and in any subsequent communication sent by CWC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from CWC.
3. Our proposal includes Letters of Commitment, consistent with the format as specified in the **Exhibit-3** of RFP, from all the Member Entities. **(Required only in case of a Bidding Consortium)**
4. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. The Bidder satisfies the legal requirements and meets all the

eligibility criteria laid down in the RFP.

6. We as the Bidder, designate Mr./Ms._
(mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the Bidder in respect of the Project.
7. Copy of proof of payment towards EMD of **Rs. 01 Lakhs** (one lakh only) through RTGS is enclosed.
8. An amount of Rs...../- (Rupees _____only) inclusive of GST has been paid to M/s ITI through e-payment/NEFT and copy of proof of payment towards processing fee is enclosed.

For and on behalf of:

Signature/(s): Name of the Person/(s):

(Authorized Signatory/Signatories)

Designation/(s):

EXHIBIT-3
FORMAT OF THE LETTER OF COMMITMENT

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

Date:

Place:

To
The General Manager (Commercial)
Central Warehousing Corporation Corporate Office, New Delhi

Dear Sir,

Sub: Request for Proposal (RFP) from the interested parties for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/ dairy products/ pharmaceuticals/ meat/ fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at.....(Name of locations)

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

We hereby confirm the following:

1. We _____ (name of the Member Entity), have examined in detail and have understood and satisfied ourselves regarding the contents including the following:

- The "Request for Proposal" document issued by CWC
- All subsequent communications between CWC and the Bidding Consortium represented by _____ (name of the Lead Member);
- The MOU signed between/among _____ (name(s) of member entities; and
- The proposal being submitted by _____ (name of the Lead Member).

2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Project as specified in the Proposal. If _____ (name of the Bidding Consortium) is awarded the Project we shall perform our role as outlined in the Proposal to the best of our abilities.

3. The nature of our legal relationship with the Member Entities of the Bidding Consortium is specified in the Proposal, as per the requirements stated in the RFP.
4. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with CWC.
5. We therefore request CWC to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Proposal.

For and on behalf of:
Signature
(Authorized Signatory)

Name of the Person:
Designation:

EXHIBIT-4
DESCRIPTION OF THE BIDDER

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

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

EXHIBIT- 5
FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED
SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:
 Name:
 Address:
 Occupation:

Witness 2:
 Name:
 Address:
 Occupation:

Notes:

- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Power of Attorney is to be attested by Notary.

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

A. Bidder to be considered for Financial Capability:

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

B. Bidder to be considered for Operational Capability:

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

C. Bidder to be considered for Commercial Capability:

S. No.	Name of the Bidder/Corporate Entity to be considered for evaluation	Name of the affiliate of the Bidding Company/Lead Member/Member Entity	Relationship with the Bidding Company/Lead Member/Member Entity
	[Please add additional rows if required]		

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

This section specifies information to be provided in respect of the bidder/ bidding company/ member entity/Affiliate as stated by the Bidder in **Exhibit- 6** and only such entity would be considered for evaluation of financial capability, as specified in **Clause 6.2(3)**.

The Bidder should attach the Audited Annual Reports for the last three financial years (2020-21, 2019-20, 2018-19) of all the entities which need to be evaluated under Financial Capability in accordance with the information submitted by the Bidder in **Exhibit-6**.

If the audit has not been completed for the year 2020-21 the Audited Annual Report for the year 2017-18 may be submitted.

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

S · N o ·	Bidder Type	Proposed Equity Shareholding in Consortium (%)	Turnover (2020-21)	Turnover (2019-20)	Turnover (2018-19)
1	Single Entity				
2	Consortium Lead Member				
3	Consortium Member				
4	Consortium Member				

Certificate from Statutory Auditor

**Name of the audit
firm:**

**Seal of the audit
firm:**

Date:

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

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

This section specifies information to be provided in respect of the bidder/ bidding company/ member entity/Affiliate as stated by the Bidder in **Exhibit- 6** and only such entity would be considered for evaluation of financial capability, as specified in **Clause 6.2A(4)**.

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

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

Certificate from Statutory Auditor

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory)

Date:

EXHIBIT-8
INFORMATION FOR PRE-QUALIFICATION:
OPERATIONAL CAPABILITY

Bidders should note that:

1. The relevant experience of the Bidder as per the specified roles in **Exhibit-6** will be considered.
2. Valid registration certificate (s) from the concerned authority in the field as mentioned in Clause 6.2B(11)
3. Certificates from its Statutory Auditors specifying the volume handled during the last 03 (three years) as per the Format below. In case of bidding Consortium, certificate should be from the Statutory Auditor of Lead Member.

INFORMATION FOR PRE-QUALIFICATION
OPERATIONAL CAPABILITY - FORMAT

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

Certificate from statutory auditor regarding volume requirements

Based on the authenticated record of the company, this is to certify that (*Name of the Applicant/ Consortium Member/ Associate*) has handled..... (MT of cargo/goods) for (name of project) from (*date*) to(*date*) as per Clause 6.2A (2A&2B) of this Tender.

Name of the audit firm:

Seal of the firm:

Date:

(Signature, name and designation of the authorized signatory)

EXHIBIT- 9
COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments / assumptions.

We also confirm that we have quoted the rates without any condition and deviation.

The Bidder has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Stamp and signature of the TENDERER: _____

Name of the TENDERER : _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.

EXHIBIT - 10
FORMAT FOR FINANCIAL BID

Request for Proposal (RFP) from the interested parties for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at any/ all of the following locations:

S. No	CWC Location(s)	Proposed Capacity (to be mentioned by the Bidder)	Area to be quoted by Bidder (in Sq Mtr)	Fixed Amount (Rs.) / Sq Mtr./Month (to be quoted by bidder for Covered Area)
A	B	C	D	E
1				
2				
3				

Bidder may quote for any no. of locations given at Annexure B.

Remarks:

- The Bid will be evaluated for individual sites/locations as per the Clause 4.1, Step-2 i.e. Evaluation of Financial Bids.

NOTE:

- The Annual Fixed amount is exclusive of GST or any other applicable tax/cess. After issue of Letter of Acceptance (LOA) by CWC, Bidder shall take the possession of site within one month's period (w.e.f. date of issue of LOA) start making payment to CWC of the agreed fixed amount quoted by him, after 05 (five) months from date of taking possession or start of operations whichever is earlier in case of retrofitting and after 10 (ten) months from date of taking possession of the vacant land or start of operations whichever is earlier in case of new construction. During the above mentioned periods or till start of the operations, whichever is earlier, the operator has to make payment to CWC @ 25% of the amount quoted/finalized, per month for the total area allotted (either open or covered) for construction/setting up cold storage and beyond this full payment has to be made.
- The Monthly Fixed Amount shall be subject to yearly escalation as per WPI and CPI @ 40:60 ratio for the year on compoundable basis. First escalation shall be effective after twelve months from the date of issue of LOA to the ABC / Bidder by CWC.

- iii.** The bidder is expected to quote Fixed Amount in 'E' as above, against the location(s) mentioned by the Bidder.
- iv.** If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.
- v.** If the bidder is willing to take open/vacant area for establishment of the cold storage, 60% of the rates quoted/agreed by the bidder for the location (s) will be charged on per sq. mtr per month basis.
- vi.** The bidder is free to construct Cold Storage of his desired capacity at his desired location(s) given in Annexure B and may ask/bid for required covered or open area for construction/installation of the same as per availability with CWC.
- vii.** The area (covered/open) will be allocated as per the availability at the given location(s). CWC will try its best to make available desired area for setting up Cold Storage by the Bidder but that shall be as per the availability only.
- viii.** The bidder may visit site/location(s) of his interest given under Annexure B for his/her satisfaction before applying for bid.
- ix.** If the bidder wants additional area for expansion of the facility either open or covered, that may also be allowed subject to availability of the same.

EXHIBIT - 11
AGREEMENT

This Agreement is made at New Delhi on this..... day of 2020.... by and between:

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

AND

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

OR

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

OR

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

OR

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

collectively referred to as the “ABC”, and individually referred to as Member Entity which expressions shall, unless repugnant or contrary to the context thereof, deemed to mean and include the respective successors and permitted assigns) of the OTHERPART. **(In case of Bidding Consortium)**

OR

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

(In case of Bidding consortium with Special Purpose Vehicle)

WHEREAS

A. CWC, is a premier Warehousing Agency in India providing warehousing and logistic support services to diverse group of users of such services. CWC has also diversified its activities to the construction, operation and management of Container Freight Stations (CFSs) and Inland Clearance Depots (ICDs) at different places in India.

B. CWC has been interested in entering into an Agreement with qualified and experienced entities or consortium for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/ dairy products/ pharmaceuticals/meat/fisheries etc. in vacant land and / or godown/ warehouse compartment(s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at CW-.....,.....,....., ..

C. CWC has issued a tender for the above purpose and invited the interested parties to bid for the participation with CWC as an Operator for the above “facility” on the terms and conditions contained in the RFP document;

D. In response to the above invitation of CWC ABC has submitted their

proposal for setting up of cold storage/...../..... at (name of the place);

E. The proposal of ABC has been accepted by CWC or The proposal of the Bidding Consortium consisting of the Member Entities mentioned above collectively referred to as ABC has been accepted by CWC Or The proposal of the Bidding Consortium consisting of the Member Entities has been accepted by CWC and the Member Entities have formed ABC as the special purpose vehicle to implement the work under the agreement;

F. As per the tender terms and conditions ABC and the Member Entities are required to sign the Agreement with CWC on the terms and conditions contained in the tender documents and those contained herein, a draft of the Agreement having been circulated along with the tender documents.

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

ARTICLE - 1: DEFINITIONS

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

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

any of the foregoing, by any Government Agency having jurisdiction over the matter in question.

- **Applicable Permits** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws by the ABC and CWC for the Facility/Warehouse/Cold storage during the subsistence of this Agreement.
- Facility means the area as demarcated, which shall be under the domain of Operator/ offered to Operator is.....**square meter**, including the assets installed thereon by the Operator.
- **Good Industry Practice** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the similar type of undertaking as envisaged under this Agreement.
- **Government Agency** means the Government of India, any State Government or any Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or other judicial or administrative body, Central, State, or local body, having jurisdiction over the ABC, the Licensed Premise, the Project or any portion thereof.
- **Lead Member** means the (name of the member of the consortium designated as the lead member).
- **Parties** means the parties to this Agreement (CWC, Bidding Consortium with all Member Entities and ABC) and Party shall mean any of the Parties to this Agreement individually.
- **Premises or Project** means to operate, maintain, manage & further develop the land/existing “Facility” by the Operator of CWC as per the conditions of this Document and as per the terms of the Operator agreement to be entered into with CWC in accordance with Exhibit-11.
- **Operator** means the selected Bidder with whom CWC will finalize the Agreement

ARTICLE - 2: SCOPE OF THE AGREEMENT

Subject to the terms and conditions contained in the Agreement including the due and faithful payment/accrual of amounts to CWC as provided in the Agreement and subject to all Applicable Laws and Applicable permissions, CWC hereby appoints ABC as Operator CW-.....**within the complex which shall** function under the overall supervision and monitoring of CWC.

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

- (i) To develop, design, engineer, finance, procure, construct, operate & maintain Cold storage for operation of its own/affiliates cargo from and to the “facility”.
- (ii) To operate, maintain and manage the “Facility” so developed as an Operator to CWC.

ARTICLE - 3: PERIOD OF THIS AGREEMENT

- 3.1 The Period of this Agreement is for 20 (twenty) Years from the date of issue of Letter of Acceptance (LOA).The contract period will start from the date of issue of LOA to the operator. After issue of Letter of Acceptance (LOA) by CWC, operator shall pay the monthly fixed amount quoted by him as per the payment terms. The annual fixed amount is payable monthly, in advance by the operator within seven (07) days of raising demand by CWC. (After issue of Letter of Acceptance (LOA) by CWC, ABC shall take the possession of site within one month’s period (w.e.f. date of issue of LOA) start making payment to CWC of the agreed fixed amount quoted by him, after 05 (five) months from date of taking possession or start of operations whichever is earlier in case of retrofitting and after 10 (ten) months from date of taking possession of the vacant land or start of operations whichever is earlier in case of new construction). During the above mentioned period or till start of the operations, whichever is earlier, the operator has to make payment to CWC @ 25% of the amount quoted, per month for the total area allotted (either open or covered) for construction/setting up cold storage and beyond this full payment has to be made.
- 3.2 The Fixed Amount as quoted by the bidder shall be subject to yearly **escalation as per WPI and CPI @ 40:60 ratio for the year on compoundable basis**. First escalation shall be effective after twelve months from the date of issue of LOA to the ABC / Bidder by CWC.

Calculation for arriving at Rate of Escalation

$$\text{Rate of escalation} = (60\% \times (\text{CPI}_n - \text{CPI}_b) / \text{CPI}_b) + (40\% (\text{WPI}_n - \text{WPI}_b) / \text{WPI}_b)$$

Wherein

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

Such an escalation shall be on compoundable basis. First escalation shall be effective after **Twelve Months (12)** months from the date of issuance of LOA.

Note:

- I. For first escalation, year of award of work shall be treated as the base year.
- II. For all other escalation. Base year shall be treated as the year of previous escalation.

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

- 4.1 CWC shall allow the ABC and its authorized representative access to enter upon offered facility at CW-....., _____ to Build, operate, equip and maintain the Cold storage.
- CWC will continue to carry its normal function/operations from the facility till the formal commencement of the work by Operator takes place.**
- 4.2 The parties agree that the existing facilities on the land constructed by CWC have been paid for by CWC and shall always be the property of CWC. Similarly, the rights, title and interest which CWC has secured over the land and facilities therein including all assets of whatever description installed therein shall always remain with CWC and ABC or the Member Entities of Bidding Consortium shall not claim any rights over the same.
- 4.3 ABC has duly verified the existing facilities and assets already

Constructed/installed. ABC shall not raise any issue on the above against CWC at anytime.

ARTICLE - 5: RIGHTS & OBLIGATIONS OF ABC

5.1 ABC acknowledge and accept that the ABC is entitled to use the existing facilities as defined against "Facility" in this document.

5.2 ABC shall be entitled to establish such further and additional facilities at the place of operation as the ABC may from time to time decide as necessary or useful for carrying on the activities mentioned above, provided that:

- a. all such things are undertaken in accordance with the applicable laws;
- b. ABC shall not claim any compensation or contribution from CWC including any adjustment or reduction in the consideration payable to CWC;
- c. The facility/cold storage so created or purchased by the successful bidder on BOT basis, will be the part of existing facility/warehouse of CWC, the bidder/operator has to operate only in the area demarcated for his use and will have no right on any other area/facility. On the determination of the Agreement or its sooner termination in accordance with the terms contained herein, the bidder will not remove any movable or immovable structures, furniture, fixtures, machinery and other material which has been created or purchased in the premises during the currency of the contract, and the same shall be transferred to the CWC without any cost/monetary consideration and shall stand vested absolutely in CWC. The bidder also has to transfer the facility in case of substitution to CWC or to the nominated operator/agency as the case may be without any cost.
- d. All costs, charges and expenses in regard to any work to be undertaken at the facilities including establishing new facilities or completing the existing facilities, their developments and improvements, their day to-day management shall be borne by the ABC without any liability of CWC.
- e. ABC undertakes at its cost and expense to carry out periodic maintenance and repair of floors, ceilings, walls, yard, roads and other parts of the "Facility" as required by "Good

Industry Practice” and to ensure that the utility of the “Facility” is maintained without deterioration over the period of the this agreement, save for normal wear and tear.

- f. ABC shall be responsible to obtain the necessary clearances and fulfill the requirements of all the Central and State Labour Laws as applicable from time to time. ABC shall ensure due payment of minimum wages to the workers engaged and also ensure the safety of the workers as required under the applicable laws. ABC shall ensure that necessary records and registers are maintained and the returns filed as required under the applicable Labour Laws. Notwithstanding the above all persons engaged to undertake services shall be the employees of ABC and they shall not have any claim against the CWC.
- g. ABC shall be responsible and liable for all dealing with third parties including the settlement of all claims of users of the facilities or otherwise arising out of the operations at the premises.
- h. ABC shall be responsible to reimburse such claims on actual basis to CWC, if such claims pertains to the facility under ABC’s control within 07 (seven) days from the date of claim made by CWC failing which the same shall be adjusted out of payable amount of ABC.
- i. ABC shall always keep CWC fully indemnified against the losses, damages, claims, penalties or any other such payments, made to any person their representatives or agents. However, without affecting indemnity claim to CWC, ABC shall have a right to defend / pursue the same before appropriate forum / authorities at their own cost.

ARTICLE-6: CONSIDERATION

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

- A. A Fixed Amount of **Rs**_____per square meter per month for _____Sq. Mtr area for the facility situated inside CWC-
.....

In addition to the amount mentioned above it shall be the obligation of ABC

to pay and discharge all outgoings of any nature whatsoever concerning the premises and the facilities under their domain and the activities undertaken including but not limited to operational expenses, taxes, duties, cess, charges and other statutory levies, Central, State, Municipal or local.

The only exception to the above shall be the tax on income of CWC under the Income Tax Act, 1961.

The parties acknowledge and accept that the intention of the agreement is that the consideration amount payable to CWC under clauses (A). Accordingly, the parties agree that in the event any such outgoing is assessed as the liability of CWC by any authority the amount payable to CWC under clauses (A) shall be appropriately grossed up to ensure that CWC recovers the amount mentioned in clauses (A) net of all such outgoings.

B. Payments, Receipts and Disbursal:

1. The Fixed amount quoted by Operator payable to CWC shall be excluding the GST or any other Tax in lieu thereof, levied by the Central/State Govt. from time to time. All Payments/Charges, including the GST shall be collected/ received from the Users by the Operator.
2. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the ABC is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mis- matching of claims and denial of input tax credit to CWC.
Notwithstanding anything contained in agreement/contract, in case of such default by the ABC the amount of Input tax credit denied in GST along with interest and penalty shall be recovered from the ABC.
3. Reimbursement of various Expenses pertaining to electricity/water or any other services paid/provided by CWC and utilized by the operator to be made by Operator to CWC shall be made by Operator to CWC within thirty (30) working days of the submission of Bill/Tax Invoice by CWC in the format prescribed under GST law or any other format as prescribed for any other tax in lieu of GST and any cess levied by the Central/State Govt. from time to time.
4. **Balance collection** available, after retaining amount payable to CWC under Clause 6.1 (A) of the agreement shall be remitted to ABC along with applicable GST.

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

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

5. For any delay in due payment from ABC side, the recipient shall be entitled to payment of simple interest @12% (twelve percent) per annum for the delayed period without prejudice to other rights and remedies.
6. In case ABC is not able to fulfill its obligation on account of Fixed amount, ABC shall be liable to pay the same alongwith applicable GST or any other tax in lieu thereof levied by Central/State Govt. from time to time within 07 days of demand/invoice raised by CWC in the format prescribed under GST rule or any other format as prescribed for any other tax in lieu of service tax levied by the Central/State Govt. from time to time.
7. Operator shall be liable to indemnify CWC for any Tax Demand and interest and/or penalty thereon arising due to negligence/fault of Operator.
8. In the premises of CWC,, there are some pre-installed Infrastructure installed by CWC. The same will be made available to Operator on "as is where is" basis. Its maintenance and replacement, if required, will be the responsibility of the operator. For maintenance of the above infrastructure the charges incurred by CWC, if any will be reimbursed by Operator at actual.
9. As and when there is any requirement in future from any statutory authority, the Operator will have to make arrangement for the same at their own cost.
10. **Reimbursement of various Expenses** done by CWC on behalf of operator, if any, shall be paid to CWC within seven (07) days of the submission of tax invoice by CWC as per rules under GST Law, failing which CWC shall be entitled to enforce the Bank Guarantee furnished by ABC.
11. **Set Off:** Any sum of money due and payable to the ABC (including security deposit/bank guarantee returnable to them) under this contract/agreement or any other contract/agreement may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under this contract or any other contract/agreement made by the ABC with the Corporation.

6.2 Security Deposit (Bank Guarantee/ Performance Bank Guarantee)

- (a) Within 30 days of receipt of letter of Acceptance / notification of the award, ABC has to furnish on the date of execution of this agreement a Security Deposit by way of, an irrevocable **Performance Bank Guarantee (PBG) equal to three times of the monthly amount/considerations payable to CWC** to fulfill the contractual obligations, in the form attached hereto as Exhibit-12 from a Nationalized Bank / Scheduled Private Bank/Public Sector Bank in favour of CWC to secure the amount due to CWC.

- (b) In case of failure of ABC to deposit the Bank Guarantee within **30** working days of letter of acceptance, further extension of 30 working days can be given on the discretion of RM with provision of interest @ 12% on BG amount for the extended period. In case the bidder fails to submit requisite PBG even after lapse of extended period, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The CWC apart from forfeiting the EMD take such further action as deemed appropriate including debarring from participation for 05 years.
- (c) The Bank Guarantee shall be valid for an initial period of one year with additional claim period of 06 (six) months and shall be renewed thereafter on yearly basis from time to time during the entire period of this Agreement equivalent to yearly escalated minimum committed amount till the continuation of this agreement and shall invariably be renewed 30(thirty) days in advance before its expiry every year. The bank guarantee for the 20th year would, however, carry a validity of two years. The value of the bank guarantee shall also be increased from time to time to cover the entire amount of escalated Fixed Amount becoming due and payable to CWC, to fulfill the contractual obligations The Operator is bound to renew t.
- (d) The Bank Guarantee in advance i.e. before 7 days from the date of its expiry or the amount of BG shall be encashed.
- (e) In the event the ABC fails to make payment of the amount due to CWC, without prejudice to its other rights CWC shall be entitled to encash the Bank Guarantee. The encashment of the Bank Guarantee shall be without prejudice to CWC's right to treat the non-payment of the amount by the ABC on the due date as a breach of the Agreement and also to claim interest @12% (twelve percent) per annum for the delayed period.
- (f) In case of failure on part of Operator in making due payment of fixed amount in any month on due date the BG will be immediately encashed by CWC.
- (g) Further in case of failure on part of Operator in making due payment of fixed amount, the facility developed will be seized for any operation by Operator. Available Bank Guarantees will also be forfeited.

6.3The payment of Fixed Amount is an essence of the Agreement entered into between the parties. In case of default in payment of the fixed amount due, which default is not rectified within the period as mentioned in the Termination Clause, the default shall be considered as a material breach of the Agreement.

6.4In the event ABC fails to pay and discharge any of the outgoings to authorities or any third party on due dates, CWC may in its discretion pay the amount and in such an event ABC shall be liable to reimburse the amount so paid to CWC with interest and the failure to do so shall be a material breach on the part of ABC.

**ARTICLE-7: ASSIGNMENT OF FACILITIES AT THE
CWC PREMISES**

ABC (and the Member Entities) shall not be entitled to, without the prior written permission from CWC, assign or transfer its rights and obligations under the Agreement to any third party or fulfill any of the obligations assumed under this agreement through any other person; directly or indirectly.

ABC shall in no event be entitled to create any security or charge over or otherwise in any manner subject the land and the facilities or any other asset at the premises ("facility") at CWC-.....or any other facilities belonging to CWC which were put under the domain of ABC at the time of issuance of LOA, for any purpose whatsoever.

ARTICLE-8: REPRESENTATIONS & WARRANTIES

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

ARTICLE-9: FORCE MAJEURE

If the performance of obligations under this Agreement is prevented, restricted or interfered with by reason of any contingencies which are outside the control of a Party, the Party so affected shall not be liable to perform the terms of the Agreement to the extent of such prevention, restriction or interference. Such contingencies shall be limited to flood, fire

explosion, earthquake, explosion, riots, acts of terrorism, Acts of God, acts of Government and war, whether declared or not, or enemy action, strike, civil commotion and similar events which are absolutely beyond the control of the party and shall not include aspects which merely increase the costs or expense of performance or aspects such as labour disputes, strike or employee's unrest.

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

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

In the event the force majeure situation continues for a period exceeding 180 (one hundred & eighty) days either party may terminate the agreement by giving 30(thirty) days' notice to the other party and on the expiry of the notice period the Agreement shall terminate for all intent and purposes and subject only the consequences provided in **Article 11**.

ARTICLE-10: TERMINATION

10.1 The Agreement shall terminate on the following events:

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

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

- i.** Failure to take possession within 30(thirty) days from the date of issuance of LoA (letter of award) or extension if any provided.
- ii.** Failure to pay any of the amounts due to the CWC on time as required under the agreement and if ABC fail to cure the failure within 30 days of the receipt of the notice of default from CWC;
- iii.** Failure to maintain the bank guarantee as required under the Agreement in full enabling CWC to enforce the same at any time;
- iv.** ABC is in default of performance of any of other material obligations hereunder and such default has a Material Adverse Effect on the operations of CWC and such default continues for a period of 15 (fifteen) days after receipt of notice by ABC from CWC enlisting such default and remedy for such default after end of cure period as mentioned in the notice; or
- v.** On suspension /Termination in terms of Substitution Agreement (EXHIBIT-18), in case Substitution agreement is signed.

- vi. Passing of any winding up order or appointment of a liquidator, provisional or otherwise, administrator, trustee or receiver of the whole of the undertaking of the ABC by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings and such legal proceedings are not dismissed within 60 days;
- vii. ABC being disqualified under any other Applicable Law or Applicable Permits to effectively carry on the activities under the Agreement; or
- viii. Abandoning or Unilateral withdrawal of ABC from the Agreement.

10.3 EXIT:

There will be a lock in period of 10 (ten) years where both the parties are not allowed to take an exit from the agreement subject to the following conditions:

- (i) If ABC abandons the facility and withdraws from the agreement during this lock in period, they shall be liable to pay the payment due to CWC i.e. Fixed Amount and other outgoings as defined in this agreement for the balance lock in period.
- (ii) In case obligations payable to CWC is not made for a continuous period of three months by ABC even during lock-in period, it shall be treated as breach of agreement and CWC can terminate the agreement.
- (iii) If ABC is in breach of any of the terms as defined in 10.2 above.
- (iv) After completion of the lock-in period, either parties can exit the agreement by serving 01(One) year notice. It is, however, made clear that during this period i.e. the notice period, the entire operations at "Facility", shall be continued in terms of the provisions of the agreement including the considerations payable to CWC.
- (v) CWC shall forfeit the security deposit to the extent of unexpired lock-in-period in the event of exit by ABC before completion of lock-in period.

ARTICLE – 11: CONSEQUENCES OF TERMINATION

11.1 Upon the expiry of this Agreement or its sooner determination for any reason whatsoever the ABC shall on such termination or determination duly hand over the vacant and peaceful possession of the Premises with all the facilities therein to CWC in sound working condition and without any encumbrance.

11.2 It is agreed that consequent upon forced/normal termination of this agreement, ABC shall wind up and terminate their business operations and clear the said premises. On the determination of the Agreement or its sooner termination in accordance with the terms contained herein, the ABC will not remove any movable or immovable structures, furniture, fixtures, machinery and other material which has been created or purchased in the premises during the currency of the contract, and the same shall be transferred to the CWC without any cost/monetary consideration and shall stand vested absolutely in CWC. The ABC also has to transfer the facility in case of substitution to CWC or to the

nominated operator/agency as the case may be without any cost.

11.3 In the event ABC fails to hand over the facilities at the Premises and cease to use the licensed premises on the termination or sooner determination of the Agreement without prejudice CWC can clear the Licensed Premises under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, at the risk and cost of the ABC. Any damage to the property or premises of CWC, arising out of the business operations of ABC save for normal wear and tear, shall be made good by ABC.

11.4 In case of termination as per clause 10.2, the Performance Bank Guarantee shall be forfeited & the ABC is liable to be debarred blacklisted at the discretion of CWC.

ARTICLE -12: LIABILITY & INDEMNITY

Each of ABC and the Member Entity of the Bidding Consortium shall at all times be jointly and severally liable and responsible for the due fulfillment of any and every obligation assumed towards CWC as if each of them have individually entered into this Agreement with CWC.

Each of ABC and the Member Entity of the Bidding Consortium shall duly fulfill and maintain the conditions contained in the tender documents in regard to the Lead Member, the respective shareholding and interest in Bidding Consortium or the Special Purpose Vehicle and shall not withdraw from the project without the prior approval of CWC.

Each of ABC and the Member Entity of the Bidding Consortium shall at all times indemnify and hold harmless CWC from any claim, loss, damage, cost and expense which CWC may suffer or be subjected to as a result of anything done or performed or caused to be done or performed or omitted to be undertaken by ABC or the Member Entities in regard to the Premises, the facilities or activities of CWC-..... .

ARTICLE-13: MONITORING OF CONSTRUCTION

13.1 Monthly progress reports

During the Construction Period, the Operator shall, not later than 7 (seven) days after the close of each month, furnish to the authorized Representative of CWC, a monthly report on physical and financial progress of the Construction Works and shall promptly give such other relevant information as may be required by the CWC's authorized

representative.

13.2 Inspection

During the Construction Period, the CWC's authorized representative may inspect the Project /Facility once in a month and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards given in RFP and also submitted by the operator while submitting its proposal alongwith the time schedule of completion and that is agreed upon by the CWC. CWC on receipt of such inspection report shall communicate to the Operator the deficiencies if any to be rectified and the time period for such rectifications. Such inspection or submission of Inspection Report by the CWC's authorized representative, if any shall not relieve or absolve the Operator of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Delays during construction

If the Operator does not achieve any of the Project Milestones or the CWC's authorized representative shall have reasonably determined that the rate of progress of Construction Works is such that is not likely to be achieved by the Scheduled Date, it shall notify the Operator to this effect, and the Operator shall, within 15 (fifteen) days of such notice, by a communication inform the CWC's authorized representative in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

13.4 Suspension of Construction Works if deviation from the agreed specifications

Upon recommendation of the CWC's authorized representative to this effect, CWC may by notice require the Operator to suspend forthwith the whole or any part of the Construction Works if CWC is of the opinion that, such work is not as per the specifications agreed upon.

13.5 Completion Certificate

Upon completion of Construction Works and the CWC's authorized representative examining the work as per standards and specifications agreed upon, a completion certificate is to be issued.

ARTICLE-14: MONITORING OF OPERATION AND MAINTENANCE

14.1 Monthly status reports

During Operation Period, the Operator shall, no later than 7 (seven) days after the close of each month, furnish to the CWC and the Warehouse Manager/Inspecting Officer nominated by Regional Manager, a monthly report stating in reasonable detail the condition of the Project /facility

including its compliance or otherwise with the operations, management, maintenance and Safety Requirements, and shall promptly give such other relevant information as may be required by the Warehouse Manager/Authorized Representative of CWC. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

14.2 Inspection

The Warehouse Manager/Inspecting Officer may inspect the Project /facility once in a month or as per discretion of the CWC. It shall make a report of such inspection (the "O&M Inspection Report,) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the operation, maintenance and Safety requirements, and CWC on examination thereof will send a copy of deficiencies if any to the Operator to rectify the same within 15 (fifteen) days.

14.3 Remedial measures

The Operator shall rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report and furnish a report in respect thereof to the warehouse manager/inspecting officer and CWC within 15 (fifteen) days of receiving the O&M Inspection Report, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the operator shall Action Taken Report (ATR) of such works once every week until such discrepancies are completed in conformity with this Agreement.

14.4 Monthly Revenue Statement

During the Operation Period, the Operator shall furnish to CWC, within 7 (seven) days of completion of each month, a statement of revenue generated substantially in the form set forth in Annexure-C (the "Monthly Revenue Statement").The Operator shall also furnish to CWC such other information as CWC may reasonably require, at specified intervals, in discharge of its statutory functions.

ARTICLE-15: ESCROW ACCOUNT

15.1 Escrow Account

- 15.1.1 The Operator shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "Escrow Bank") in accordance with this Agreement read with the Escrow Agreement.
- 15.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "Escrow Agreement") to be entered into amongst the Operator, CWC, the Escrow Bank and the Senior Lenders through the Lenders' Representative.

15.2 Deposits into Escrow Account

The Operator shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- (a) all funds constituting the Financial Package;
- (b) all Fee/storage charges and any other revenues from or in respect of the Project/cold storage facility, including the proceeds of any rentals, deposits, capital receipts or insurance claims;

15.3 Withdrawals during Contract Period

15.3.1 The Operator shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:

- (a) all taxes due and payable by the Operator for and in respect of the Project/cold storage facility;
- (b) all payments relating to construction of the cold storage facility, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) Operation & Maintenance Expenses and other costs and expenses incurred by the CWC on behalf of Operator or due to default of operator and certified by CWC as due and payable to it;
- (d) storage charges or any other payments due and payable to CWC;
- (e) monthly proportionate provision of Debt Service due in an Accounting Year;
- (f) all payments and Damages certified by CWC as due and payable to it by the Operator; Operator hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the CWC.
- (g) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (h) any reserve requirements set forth in the Financing Agreements; and
- (i) balance, if any, in accordance with the instructions of the Operator.

15.4 Withdrawals upon Termination

15.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

- (a) all taxes due and payable by the Operator for and in respect of the Cold Storage facility;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;

- (c) outstanding storage charges payable to CWC;
- (d) all payments and Damages certified by the CWC as due and payable to it by the Operator ; Operator hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the CWC.
- (e) outstanding Debt Service including the balance of Debt Due;
- (f) outstanding Subordinated Debt;
- (g) any other payments required to be made under this Agreement; and
- (h) balance, if any, in accordance with the instructions of the Operator:

ARTICLE-16: SUBSTITUTION AGREEMENT

For taking the financial assistance/loan from any Lender/Bank/Financial Institution for establishing the facility/project the ABC if desires and agreed by Bank/Financial Institution, may enter into separate agreements with the lenders without compromising/ mortgaging the right/land/property of CWC in any manner. Operator/ABC may enter into a separate Substitution Agreement between CWC, Lender and ABC. The detailed terms and conditions of the same are as per EXHIBIT-18 of RPF. This clause is applicable if substitution agreement is signed.

ARTICLE-17: DISPUTE RESOLUTION

Amicable Resolution:

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.
- (ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and
M/sthe (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives

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

ARBITRATION:

All disputes and differences which is not resolved by Amicable Resolution, as mentioned above, 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, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. 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 Warehousing Corporation 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 Warehousing Corporation, 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 parties 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 Corporation 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** shall apply to

the Arbitration proceedings under this clause.

ARTICLE-18: GOVERNING LAW & JURISDICTION

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

ARTICLE-19: SURVIVAL OF OBLIGATIONS

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

ARTICLE-20: SEVERAL OBLIGATIONS

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

ARTICLE-21: SEVERABILITY

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

ARTICLE-22: NOTICES

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

In relation to the ABC:

In relation to member entities:

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

- (a) the date specified in the notice as the date on which the change is to take place; **or**
- (b) if no date is specified or the date specified is less than 10 business days after the date on which notice is given, the date following 10 business days after notice of any change has been given.

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

ARTICLE-23: WAIVER

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

ARTICLE-24: AMENDMENTS

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

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

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

**FOR CENTRAL
WAREHOUSING
CORPORATION**

Name: _____

Authorized Signatory

FOR _____
(Name of ABC)

Name: _____

Authorized Signatory

Member Entity No.1

Name: _____

Authorized Signatory

Member Entity No. 2

Name: _____

Authorized Signatory

Member Entity No. 3

Name: _____

Authorized Signatory

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

To
The Regional Manager,
Central Warehousing Corporation Regional Office-.....

In consideration of the Central Warehousing Corporation, New Delhi (hereinafter called 'the Corporation') having agreed to exempt _____ hereinafter called 'Operator from the demand, under the terms and conditions of an agreement dated ___ made between & _____ for (herein after called the said agreement) of Security Deposit for the due fulfillment by the said 'Operator(s) of the terms and conditions contained in the said agreement, on production of a bank guarantee for Rs. _____ (Rupees ___ only), we _____ (herein after referred {indicate the name of Bank} to as 'the bank') at the request of _____ 'Operator do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said 'Operator of any of the terms or conditions contained in the said agreement.

2. We _____ (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said 'Operator of any of the terms or conditions contained in the said agreement or by reason of the 'Operator(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 guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the 'Operator(s)/contractor(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 'Operator shall have no claim against us for making such payment.

4. 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 shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid&

Its claim satisfied or discharged or till
 _____ Corporati
 on

Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said 'Operator(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the
 _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or extend time of performance by the said 'Operator(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said 'Operator(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said 'Operator(s) or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said 'Operator(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.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the 'Operator(s).

7. This Bank Guarantee will remain operative initially for a period of one year with additional claim period of six months and shall be renewed thereafter on yearly basis from time to time during the entire period of the contract agreement equivalent to yearly escalated minimum committed amount till the continuation of this agreement and shall invariably be renewed 30 days in advance before its expiry every year so that it will remain operative not only for the entire period of the contract (20 years) but also for a minimum period of one year even after completion/termination of the agreement or till Corporation certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Operator(s) so as to satisfy the claims of the Corporation against the 'Operator, if any, for the agreement to which the guarantee relates. The Bank Guarantee for the 20th year would, however, carry a validity of two years.

8. We _____(indicate the name of bank)
lastly undertake not to revoke this guarantee during its currency except with the
previous consent of Corporation in writing.
9. This branch (Guarantee issuing branch) is competent to issue this
guarantee and is also empowered to encash the claim of the Corporation
without reference to or prior approval of higher level or higher officer(s) of the
Bank.

Dated the _____ day of _____ For _____ (indicate
the name of bank)

EXHIBIT-13
PRE-CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

- Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Corporation

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

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

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

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

3. Commitments of Bidders

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

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

evaluation, contracting and implementation of the contract.

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

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

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.

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

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

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

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any

of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act,1956.

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

4. Previous Transgression

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

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

5. Security Deposit

While submitting Technical bid, the BIDDER shall deposit an amount of **Rs.**_____/- (to be specified in NIT) as Security Deposit, with the CORPORATION through any of the instruments as specified in the NIT.

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

The Earnest Money/Security Deposit & Performance Bank Guarantee shall be valid for the period as per the relevant terms & condition of the contract

No interest shall be payable by the CORPORATION to the BIDDER on Earnest Money/Performance Bank Guarantee for the period of its currency and upto their validity.

6. Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the

knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The 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 CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Fall Clause

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

8 Independent Monitor

The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) For this pact, in consultation with the Central Vigilance Commission.

Shri Anupam Kulshreshtha, B-3/3, 'Yarrows Appartments', Plot C-58/5, Sector-62, Noida, UP-201309 and Sh. **Vishnu Agarwal**, Former Director (Fin.), MRPL, Flat No.265, Vigyapan Lok, Plot No. 15, Mayur Vihar Phase-I, Extension, Delhi-110091 have been appointed.

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.

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

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

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

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

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

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

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Corporation or its agencies shall be

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 20 years or the complete execution of the contract to the satisfaction of both the Corporation and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

CORPORATION

BIDDER

Name of the Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

EXHIBIT-14**UNDERTAKING****(OF NO PENDING CASE/NON-CONVICTION OF ANY OFFENSE)**

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

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

Date:

(Authorized Signatory)

EXHIBIT-15**Per-forma for Declaration of Non-Blacklisting**

Covering Letter from bidder

(To be submitted on Bidding company letter head)

Dated:

To,

**The General Manager (Comm.),
Central Warehousing Corporation
Corporate Office, New Delhi.**

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

.....

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

Yours faithfully, For (Bidders Name)

Authorized Signatory

EXHIBIT-16

AFFIDAVIT

(For Sole Proprietary Firm)

I,

.....

R/o..... do
hereby

solemnly affirm and declare as under:-

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

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

.....

DEPONENT

Place:

Date:

VERIFICATION

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

DEPONENT

Place: Date

EXHIBIT-17

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of CWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.

3. I/ We hereby declare that I/We have downloaded the tender documents from CWC tender portal www.tenderwizard.com/www.cewacor.nic.in and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.

4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides blacklisting for future participation. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/Performance Bank Guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/ Notary Public

EXHIBIT-18
SUBSTITUTION AGREEMENT

This substitution agreement is entered into on this the day of.....2021

AMONGST

1. The Central Warehousing Corporation, a Govt. of India Undertaking having it's Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 (hereinafter referred to as "CWC" which expression shall mean and include its successors and assigns) represented by its duly authorized Regional Manager.
2., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Bidder/Operator" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
3. Name and particulars of Lenders' Representative and having its registered office at....., acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders" Representative", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(A) The

(B) Senior Lenders have agreed to finance the Project/Cold storage in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the CWC to enter into the Substitution Agreement for securing their interests through assignment, transfer and substitution of the Bidder/Operator to a Nominated Company in accordance with the provisions of this Agreement and the Agreement executed by the Operator with CWC in pursuance to the open tender enquiry (EXHIBIT-11).

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, CWC has agreed and undertaken to transfer and assign the Operator to a Nominated Company in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective conversant and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

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

“Agreement” means the agreement (EXHIBIT-11 of RFP) which CWC and the Bidder/operator has signed for establishing & operating the facility/cold storage.

“Substitution Agreement” means this Substitution Agreement (EXHIBIT-18 of RFP) and any amendment thereto made in accordance with the provisions contained in this Substitution Agreement;

“Bidder/Operator” means the party shortlisted/selected/appointed by the CWC through the open tender (RFP) for establishment of Cold Chain including CA/MA storage capacity, for perishable agri-produces/ dairy products/ pharmaceuticals/meat/fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at its land/warehouse.

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Bidder/Operator with the Lender/Bank, for a minimum period of 3 (three) months;

“Financial Agreements” means the agreements signed by the operator/bidder separately, with the Lender/Bank/Financial Institution for seeking the finance/loans for setting up the Cold storage/facility/project in CWC land/warehouse.

“Lenders’ Representative” means the Bank/Financing Institution or their representatives referred to as the Lenders’ Representative in the foregoing Recitals;

“Nominated Company” means (i) a company selected by the Lender/Bank/ Lender’s Representative and proposed to CWC for substituting the Bidder/Operator in accordance with the provisions of the Substitution Agreement and the Agreement entered between CWC & Operator/Bidder for running the facility or (ii) wherever the Selected Bidder/Consortium Members of the Bidder/Operator are sought to be substituted in accordance Clause 3A of this Agreement and the Agreement entered between CWC & Operator/Bidder for running the facility, the Bidder/Operator itself;

Notice of Financial Default” shall have the meaning ascribed thereto

in Clause 3.2.1; and "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

“Project” means the Cold Chain including CA/MA storage capacity, for perishable agri-produces/ dairy products/ pharmaceuticals/meat/fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at its land/warehouse, established by the successful bidder/operator.

“Request for Proposal (RFP)” means the tender floated by the CWC for short listing/selecting/appointing the operator for establishment of Cold Chain including CA/MA storage capacity, for for perishable agri-produces/ dairy products/ pharmaceuticals/meat/fisheries etc. in vacant land and / or godown/ warehouse compartment (s) through new construction or by retrofitting on Build Operate Transfer (BOT) basis at its land/warehouse.

1.2 INTERPRETATION

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders/Bank.
- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3 The words and expressions beginning with capital letters and defined in this Substitution Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Substitution Agreement and not defined herein but defined in the RFP & Agreement (i.e. between CWC & Bidder/operator) shall, unless repugnant to the context, have the meaning ascribed thereto in the Agreement (i.e. between CWC & Bidder/operator).
- 1.2.4 The rules of interpretation stated in the Agreement (i.e. between CWC & Bidder/operator) shall apply, *mutatis mutandis*, to this Substitution Agreement.

2. ASSIGNMENT

2.1 Assignment of rights and title

The Bidder/Operator hereby agrees to assign the rights, title and interest in the Agreement to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Substitution Agreement and the Agreement (i.e. between CWC & Bidder/operator) by way of security in respect of financing by the Senior Lenders/Bank under the Financing Agreements with the

Bidder/Operator.

3. SUBSTITUTION OF THE BIDDER/OPERATOR

3.1 **Rights of substitution**

- 3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative/Bank shall be entitled to substitute the Bidder/Operator by a Nominated Company under and in accordance with the provisions of this Agreement and the Agreement (i.e. between CWC & Bidder/operator) and the Operator/bidder.
- 3.1.2 The CWC hereby agrees to substitute the Bidder/Operator by endorsement on the Agreement (i.e. between CWC & Bidder/operator) in favour of the Nominated Company selected by the Lenders' Representative/Bank in accordance with this Substitution Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project/facility as Bidder/Operator either individually or collectively).
- 3.1.3 If Lender desires, CWC may help in identifying the new operator in consultation with the lender.

3.2 **Substitution upon occurrence of Financial Default**

- 3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative/Bank may issue a notice to the Bidder/Operator (the "Notice of Financial Default") along with particulars thereof, and send a copy to CWC for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Bidder/Operator for the purposes of this Agreement.
- 3.2.2 Upon issue of a Notice of Financial Default here under, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Bidder/Operator by a Nominated Company in accordance with the provisions of this Agreement.
- 3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the CWC to suspend all the rights of the Bidder/Operator. The CWC shall undertake Suspension under and in accordance with the provisions of the Agreement (i.e. between CWC & Bidder/operator). The aforesaid Suspension shall be revoked upon substitution of the Bidder/Operator by a Nominated Company (by the Lenders' representative/Bank), and in the event such substitution is not completed within 60 (Sixty days) days from the date of such Suspension, the CWC may terminate the Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Agreement and forfeit the Security Deposit (SD); provided that upon written request from the Lenders' Representative and the Bidder/Operator, the CWC may extend the aforesaid

period of 60 (Sixty days) days by a period not exceeding 30 (thirty) days. For the avoidance of doubt, the CWC expressly agrees and undertakes to terminate the Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 75 (seventy five) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Bidder/Operator Default

3.3.1 Upon occurrence of a Bidder/Operator Default, the CWC shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Bidder/Operator by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the CWC within the period of 15 (fifteen) days specified in Clause 3.3. I , stating that it intends to substitute the Bidder/Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Bidder/Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 60 (sixty) days from the date of such representation, and the CWC shall either withhold Termination or undertake Suspension for the aforesaid period of 60 (sixty) days and may operate the facility at the risk & cost of the defaulting operator/bidder; provided that upon written request from the Lenders' Representative and the Bidder/Operator, the CWC shall extend the aforesaid period of 60 (sixty) days by a period not exceeding 30 (thirty) days.

3.4 Procedure for substitution

3.4.1 The CWC and the Bidder/Operator hereby agree that on or after the date of Notice of Financial Default or the date of representation to the CWC under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by public auction or tenders for the take over and transfer of the Project/facility including the award/work (as per RFP) to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Bidder/Operator towards the CWC under the Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Bidder/Operator, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the CWC in the RFP for short listing the bidders for award of the work; provided that the Lenders' Representative may represent to the CWC that all or any of such criteria may be waived in the interest of the project, and if the CWC determines that such waiver shall not have any

material adverse effect on the project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the CWC to:

- a) accede to transfer to the Nominated Company the right to construct, operate and maintain the project in accordance with the provisions of the Agreement;
- b) endorse and transfer the Nominated Company, on the same terms and conditions, for the residual Period; and
- c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Substitution Agreement.

3.4.4 If the CWC has any objection to the transfer the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the CWC, the Nominated Company shall be deemed to have been accepted. The CWC there upon shall transfer and endorse the project within 15(fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the CWC, the Lenders' Representative may propose another Nominated Company where upon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Bidder/Operator.

3.5 **Selection to be binding**

The decision of the Lenders' Representative and the CWC in selection of the Nominated Company shall be final and binding on the Bidder/Operator. The Bidder/Operator irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the CWC taken pursuant to this Agreement including the transfer/assignment of the project in favour of the Nominated Company. The Bidder/Operator agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Bidder/Operator shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or CWC and the Bidder/Operator shall have no right or remedy to prevent, obstruct or restrain the CWC or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the project as requested by the Lenders' Representative.

3.6 **PROCEDURE FOR HARMONIOUS SUBSTITUTION OF CONCESSIONAIRE**

For the purpose of the harmonious substitution as detailed herein, an event of "Financial Default" as defined shall be deemed to include situations where the CWC and/or the Senior Lenders have reasons to apprehend, in their considered opinion, that the Operator is likely to face financial distress and is likely to default in the compliance of the term of the Agreement. For the purpose of harmonious substitution as detailed herein, the term "Nominated Company" shall mean, wherever the Selected Bidder/operator/Consortium Member of the Cold storage facility are sought to be substituted, the current operator/company itself.

Parties therefore agree to following:-

- 3.6.1 Provisions pertaining to substitution of the Bidder/Operator by the Lenders Representative are contained in clause 12.7/09 of RFP and also in Article-13 of Agreement read with the Substitution Agreement set forth in EXHIBIT-18 (RFP) and Article 3.1.1 of the Substitution Agreement in particular Article 3.2 and Article 3.3 of the Substitution Agreement provide for substitution in the event of Financial Default and Bidder/Operator Default respectively. It is further clarified that Right of Substitution by the Lender's Representative can be exercised in situations other than those illustrated in Clause 3.2 and Clause 3.3 of the Substitution Agreement. In cases of harmonious substitution as envisaged herein, the provisions contained in Article 3.4 of the Substitution Agreement shall be applicable, and in addition the procedure laid down hereunder shall be applicable.
- a. The Bidder/Operator shall make a written representation to the Lender's Representative with a copy to the CWC requesting the Lender's Representative to seek approval of the CWC for Substitution. Upon receiving the said request, the Lender's Representative shall make its own assessment regarding the said request and upon being satisfied that it will be in the interest of the Project that the Substitution be effected, Lender's Representative in consultation with the Bidder/Operator would invite, negotiate and procure offers either by private negotiations or public auction or tenders, for the said Substitution as defined herein.
 - b. Selection of the substitute (company or the selected bidder/ Consortium Members of such project and the valuation of the equity of the Bidder/Operator would be determined by the Bidder/Operator and Lenders.
 - c. Upon receiving the proposal of the Lender's Representative, the CWC shall satisfy itself about the credentials of the Nominated Company or of the substitute to the Selected bidder/Consortium Members of such projects and accord its concurrence regarding such substitution considering the following.
 - i. In the event that COD has been achieved, the substituting entity should have adequate experience of operating and maintaining completed project/facility by itself or through its associates/subsidiaries.
 - ii. In the event that COD is yet to be achieved, the substituting entity should have the requisite financial and technical qualifications to bid for a project of at least the same size.
 - d. While concurring with the said proposal of the Lender's Representative, CWC, in its sole discretion, may levy an appropriate penalty not exceeding 1% (one

per cent) of the Total Project Cost keeping in view the nature and extent of default as per the procedure to be prescribed for the purpose by the CWC. Provided that no penalty shall be levied on the Bidder/Operator for non-fulfilment of its obligations where the responsibility for delay in execution or completion for the project is on account of non-fulfilment or delay in fulfillment of the obligations of the CWC, namely, land acquisition, handing over the site, other statutory/regulatory approvals/ clearances, as the case may be. The CWC shall cure such defaults before the signing of substitution agreement.

- e. Subsequent to such substitution, the Bidder/Operator shall ensure compliance as per the Agreement and terms of the RFP. The Procedure prescribed under other Articles of the Agreement and the Substitution Agreement, except to the extent of this harmonious substitution specified herein, shall be applicable.
- f. The CWC shall stand fully discharged of any claims whatsoever, by the existing Bidder/Operator where the substitution entity is a new company.
- g. Such substitution is permitted only once during construction Period.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Bidder/Operator shall ensure and procure that each project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Bidder/Operator in the event of such Nominated Company's assumption of the liabilities and obligations of the Bidder/Operator under the Agreement.

5 TERMINATION OF AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the CWC to terminate the Agreement forthwith, and upon receipt of such notice, the CWC shall undertake Termination under and in accordance with the provisions of the Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the CWC is selected and recommended by the Lenders' Representative within the period of 60 (sixty) days or any extension thereof as set forth in Clause 3.3.2, the CWC may terminate the Agreement forthwith in accordance with the provisions thereof.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The bidder/operator shall not mortgage the land/property of the CWC. The Bidder/Operator will indemnify, defend and hold the CWC and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Bidder/Operator of any of its obligations under this substitution Agreement or on account of failure of the Bidder/Operator to comply with Applicable Laws and Applicable Permits. The bidder/operator will also indemnify the CWC from any claim by the Lenders' Representative over the land/property of the CWC over which the project/facility is established.

7.1.2 The CWC will indemnify, defend and hold the Bidder/Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the CWC to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Bidder/Operator's obligations under the Agreement or this Substitution Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the CWC, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Bidder/Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfill its obligations under this Substitution Agreement, materially and adversely affecting the performance of the Bidder/Operator's obligations under the Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim here under (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the

Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Amicable Resolution:

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.

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

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

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date or such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

8.2 ARBITRATION:

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

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

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

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The CWC unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Substitution Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this substitution Agreement or any transaction contemplated by this substitution Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the CWC with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues what so ever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Agreement (i.e. between the CWC & the bidder/operator) and this Substitution Agreement, the provisions contained in the Agreement shall prevail over this Substitution Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Substitution Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default thereof or of other provisions of or obligations under this Substitution Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Substitution Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Substitution Agreement or any obligation there under nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Substitution Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival**9.7.1 Termination of this Agreement:**

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Substitution Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Substitution Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Substitution Agreement.

9.8 Severability

If for any reason whatever any provision of this Substitution Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Substitution Agreement or otherwise.

9.9 Successors and assigns

This Substitution Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Substitution Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Substitution Agreement shall be in English.

9.12 Authorized representatives

Each of the Parties shall by notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

9.13 Original Document

This Substitution Agreement may be executed in three counter parts, each of which when executed and delivered shall constitute an original of this

Substitution Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF Bidder/Operator has been affixed

pursuant to the resolution passed by the Board of Directors of the Bidder/Operator at its meeting held on the day of 20..... hereunto affixed in the presence ofDirector, who has signed these presents in token thereof and Company Secretary / Authorized Officer who has countersigned the same in token thereof (to be affixed in accordance with the articles of association of the bidder/operator):

SIGNED, SEALED AND DELIVERED For and on behalf of Central Warehousing Corporation (CWC) by: (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address) SIGNED,

SIGNED, SEALED AND DELTVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature) (Name) (Designation) (Address) (Fax)_____ (e-mail address)_____

In the presence of:

EXHIBIT-19 ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the day of

AMONGST

_____, a company incorporated under the provisions of the Act, 1956 and having its registered Office at (hereinafter referred meaning to as the "concessionaire" which expression shall, repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes..

'_____name and particulars of Lenders' Representative and having its registered office at acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative" which expression shall, unless repugnant the context to or meaning thereof, include its, successors and substitutes);

'_____name and particulars of the Escrow Bank and having its registered office at _____(hereinafter referred to as, Escrow Bank which expression shall unless repugnant to the context or meaning thereof, include its successors and substitutes and _____(herein after referred to as the , CWC which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS

- (A) CWC has entered into an Agreement dated _____ with the Operator (Agreement) for and a copy of which is annexed hereto and marked as Annexure____ to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project/cold storage facility in accordance with the terms and conditions set forth in the Finance Agreements.
- (C) The Agreement requires the Operator to establish an Escrow Account, inter alia, on the terms & conditions stated therein.

NOW THEREFORE, in consideration of the forgoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

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

"Agreement" means the Agreement referred to in Recital (A) above and annexed hereto as Annex-_____, and shall include all of its Recitals, Exhibits and annexure and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator, and shall commence from the date on which a notice is delivered by CWC or the Lenders' Representative, as the case may be, to the Operator asking the latter to cure the breach or default specified in such

notice;

"Escrow Agreement" means this Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out there from on the Payment Date(s).

1.2. Interpretation

1.2.1. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2. The words and expressions beginning with capital letters and defined in this Escrow Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this escrow Agreement and not defined herein but defined in the Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Agreement.

1.2.3. References to Clauses are, unless stated otherwise, references to Clauses of this Escrow Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

2.1.1. The Operator hereby appoints the Escrow Bank to act as trustee for CWC, the Lenders' Representative and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2. The Operator hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the CWC, the Lenders' Representative and the Operator, and applied in accordance with the terms of this Escrow Agreement. No person other than CWC, the Lenders' Representative and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Escrow Agreement.

2.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Escrow Agreement. The Escrow Bank shall hold and safeguard the Escrow

Account during the term of this Escrow Agreement and shall treat the amount in the Escrow Account as monies deposited by the Operator, Senior Lenders or CWC with the Escrow Bank. In performing its functions and duties under this Escrow Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, CWC, the Lenders' Representative and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Escrow Agreement.

2.3. Establishment and operation of Escrow Account

2.3.1. Within 30 (thirty) days from the date of this Escrow Agreement, and in any case prior to the Appointed Date, the Operator shall open and establish the Escrow Account with the ...' (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Escrow Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3. The Escrow Bank and the Operator shall, after consultation with the Lenders, Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Escrow Agreement and such mandates, terms and conditions, or procedures, this Escrow Agreement shall prevail.

2.4. Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Operator shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5. Rights of the Parties

The rights of CWC, the Lenders' Representative and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Escrow Agreement and CWC, the Lenders' Representative and the Operator shall have no other rights against or to the monies in the Escrow Account'

2.6. Substitution of the Operator

The parties hereto acknowledge and agree that upon substitution of the Operator with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Escrow Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Operator under this Escrow Agreement on and with effect from the date of substitution of the Operator with the Nominated Company.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Operator

3.1.1. The Operator agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- a. All monies received in relation to the Cold storage facility from any source, including the Senior Lenders, lenders of subordinated Debt etc.
- b. all funds received by the Operator from its share-holders, in any manner or form;
- c. all Fee levied and collected by the Operator;
- d. any other revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Cold storage facility; and

- e. all proceeds received pursuant to any insurance claims.

3.1.2. The Operator may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Escrow Agreement shall apply to such deposits.

3.2. Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the cold storage facility; and as agreed in the Financing Agreements.

3.3. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Contract period (As per Agreement between CWC & Operator)

4.1.1. At the beginning of every month, or at such shorter intervals as the Lenders, Representative and the Operator may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the payment Date(s):

- a. all taxes due and payable by the Operator for and in respect of the Cold Storage;
- b. all payments relating to construction of the cold storage facility, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements (entered with the Senior Lender/Lender's representative by the Operator);
- c. Costs and expenses incurred by CWC in accordance with the provisions of the Agreement, and certified by CWC as due and payable to it;
- d. Storage Charges/license fee due and payable to CWC;
- e. monthly proportionate provision of Debt Service due in an Accounting Year;
- f. all payments and Damages certified by CWC as due and payable to it by the Operator pursuant to the Agreement (between CWC & the operator).
- g. monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt, if any.
- h. any reserve requirements set forth in the Financing Agreements; and
- i. balance, if any, in accordance with the instructions of the Operator.

4.1.2. No later than 30 (thirty) days prior to the commencement of each Accounting Year, the Operator shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2. Withdrawals upon Termination

Upon Termination of the Agreement (between CWC & the operator) all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Escrow Agreement, be appropriated and dealt with in the following order:

- a. all taxes due and payable by the Operator for and in respect of the Cold storage facility;
- b. outstanding Debt Service including the balance of Debt Due;
- c. outstanding Storage charges/license fee;
- d. all payments and Damages certified by CWC as due and payable to it by the Operator pursuant to the Agreement (between CWC & the operator) and any claims in connection with or arising out of Termination;
- e. retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in the Agreement (between CWC & the operator);
- f. outstanding Subordinated Debt, if any;
- g. any other payments required to be made under the Agreement (between CWC & the operator);

4.3. Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4. Application of insurance proceeds

Notwithstanding anything in this Escrow Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Cold storage facility, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5. Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the CWC may exercise all or any of the rights of the Operator during the period of suspension under the Agreement (Between CWC & Operator). Any instructions given by CWC to the Escrow Bank during such period shall be complied with as if such instructions were given by the Operator under this Escrow Agreement and all actions of CWC hereunder shall be deemed to have been taken for and on behalf of the Operator.

5. OBLIGATIONS OF THE ESCROW BANK**5.1. Segregation of funds**

Monies and other property received by the Escrow Bank, under this Escrow Agreement shall, until used or applied in accordance with this Escrow Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2. Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Operator and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the

Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank

- a. may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Operator upon a certificate signed by or on behalf of the Operator;
- b. may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- c. shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Operator or any other person hereunder or in connection herewith; and
- d. shall, within 5 (five) business days after receipt, deliver a copy to the Operator of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Operator (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of CWC or the Lenders' Representative:

- a. the Operator commits breach of this Escrow Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- b. the Operator causes the Escrow Bank to transfer funds to any account of the Operator in breach of the terms of this Escrow Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- c. the Operator commits or causes any other breach of the provisions of this Escrow Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Agreement (between CWC & Operator).

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Operator in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to CWC remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Escrow Agreement.

7.2. Substitution of Escrow Bank

The Operator may, by not less than 45 (forty five) days prior notice to the Escrow Bank, CWC and the Lenders' Representative, terminate this Escrow Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3. Closure of Escrow Account

The Escrow Bank shall, at the request of the Operator and the Lenders' Representative made on or after the payment by the Operator of all outstanding amounts under the Agreement (between CWC & Operator) and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Operator. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. SUPPLEMENTARY ESCROW AGREEMENT

8.1. Supplementary escrow agreement

The Lenders' Representative and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1 .1 and for matters not covered under this Escrow Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, if any, investment of surplus funds, restrictions on withdrawals by the Operator in the event of breach of this Escrow Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Escrow Agreement and in the event of any conflict or inconsistency between provisions of this Escrow Agreement and such supplementary escrow agreement, the provisions of this Escrow Agreement shall prevail.

9. INDEMNITY

9.1. General indemnity

9.1.1. The Operator will indemnify, defend and hold CWC, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

9.1.2. CWC will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and

expense arising out of failure of CWC to fulfil any of its obligations under this Escrow Agreement materially and adversely affecting the performance of the Operator's obligations under the Agreement (Between CWC & Operator) or this Escrow Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the CWC, its officers, servants and agents.

9.1.3. The Escrow Bank will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Agreement (Between CWC & Operator) other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents

9.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. DISPUTE RESOLUTION

10.1. Amicable Resolution:

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below.**
- (ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation

so long as the overall structure of this agreement does not change. In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date or such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

10.2 **ARBITRATION:**

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

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

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

11. **MISCELLANEOUS PROVISIONS**

11.1. **Governing law and jurisdiction**

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

11.2. **Waiver of sovereign immunity**

CWC unconditionally and irrevocably:

- a. agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the CWC with respect to its assets;
- c. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d. consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, properly

or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3. Priority of agreements

In the event of any conflict between the Agreement (between CWC & Operator) and this Agreement, the provisions contained in the Agreement (between CWC & Operator) shall prevail over this Agreement.

11.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5. Waiver

11.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- c. shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6. No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7. Survival

11.7.1. Termination of this Agreement:

- a. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9. Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages here to. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12. Authorized Representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13. Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF
Bidder/Operator has been affixed

pursuant to the resolution passed by the Board of Directors of the Bidder/ Operator at its meeting held on the day of 20..... hereunto affixed in the presence ofDirector, who has signed these presents in token thereof and Company Secretary / Authorized Officer who has countersigned the same in token thereof *(to be affixed in accordance with the articles of association of the bidder/operator)*;

SIGNED, SEALED
AND DELIVERED
For and on behalf of
Central Warehousing
Corporation (CWC) by:
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)
SIGNED,

SIGNED, SEALED AND DELTVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax)_____ (e-mail address)_____

In the presence of:

EXHIBIT-20
GENERAL OBLIGATIONS

1.	<p>Payment Mode and Security</p> <p>One of the key obligations of Bidder in the Agreement is the timely accrual of adequate revenue to CWC to meet the annual fixed amount. CWC has proposed a mechanism for payment mode as described in clause 10. The Bidders are requested to indicate their acceptability to these terms.</p>
2.	<p>Statutory Obligations</p> <p>The operations are required to be bound by the terms and conditions imposed on CWC by various bodies like WDRA/ Customs/ Port Authorities/ CIDCO/ Railways/other land owing authorities/ Municipal Corporations/Laws of this country, etc. The Bidders are required to ensure conformance with these bodies.</p>
3.	<p>Maintenance and Repairs</p> <p>Facility is offered on “as is where is” basis only. Proper and periodic maintenance and repairs of the entire Facility is one of the key obligations of the Bidder. The Bidders are required to undertake periodic maintenance and repairs.</p> <p>The track/roads within the premises of facility will be got repaired and maintained as and when required, and expenses so incurred will be borne by CWC and ABC as under:</p> <p>Total expenses will be borne by ABC for the track/road in their domain or used by them.</p>
4.	<p>Capability of the Bidder to Assure Cargo</p> <p>The Bidders are requested to provide estimates of cargo traffic of the Bidder/their Associates that would be available for handling at the facility.</p> <p>The source (e.g. manufacturer, etc.), nature of cargo and the quantum (in terms of tonne throughput per annum) of their own/affiliates cargo that is available in the region with them.</p> <p>The quantum of such traffic that will be available for the business activity proposed at the Facility</p>

5. Conflict of Interest

The existing business operations of the Bidder should not be in conflict with the requirement of CWC to ensure maximum utilization of the Facility and maximum commercial benefits. It is also made clear that the facility shall not be used other than for Cold storage and operations mentioned in the tender of their own/affiliates cargo and also cannot be used for any purpose(s) which is (are) in conflict with the interest of the Corporation.

EXHIBIT-21
LOCATION DETAILS

Interested Locations*- Details of locations where Bidder is interested for set-up of Cold Chain for perishable agri-produces/dairy products/pharmaceuticals/meat/fisheries etc.

S. No.	CWC Location(s)	Proposed Capacity (to be mentioned by the Bidder)	Area to be quoted by Bidder (in Sq Mtr)
A	B	C	D
1			
2			
3			

*This is for the purpose of information only.

Note- Columns may be added if Bidder is interested in more locations. The details of locations identified for setting up of Cold storage may be seen from Annexure B.

Annexure-B

Locations identified for setting up of Cold storage for perishable agri-produces/ dairy products/ pharmaceuticals/ meat/ fisheries etc.

S.No	State	CWC Centre Name	S.No	State	CWC Centre Name
1	Andhra Pradesh	Ankapalle	26	Assam	Sorbhog
2	Andhra Pradesh	Ananthapur	27	Assam	Jorhat-II
3	Andhra Pradesh	Duggirala	28	Bihar	Samastipur
4	Andhra Pradesh	Gudivada	29	Bihar	Patna
5	Andhra Pradesh	Guntur	30	Bihar	Katihar
6	Andhra Pradesh	Kadappa	31	Bihar	Darbhanga
7	Andhra Pradesh	Medak	32	Bihar	Khagaria
8	Andhra Pradesh	Nandikotkur	33	Bihar	Bettiah
9	Andhra Pradesh	Nandyal	34	Bihar	Kishanganj
10	Andhra Pradesh	Nellore	35	Bihar	Madhepura
11	Andhra Pradesh	Pedakakani	36	Bihar	Hazaribagh
12	Andhra Pradesh	Rajahmudry	37	Bihar	Munger
13	Andhra Pradesh	Rayagada	38	Chandigarh	Chandigarh
14	Andhra Pradesh	Renigunta	39	Chhatisgarh	Raipur
15	Andhra Pradesh	Sattanapalle	40	Chhattisgarh	Bilaspur-I
16	Andhra Pradesh	Vadlamudi	41	Delhi	Delhi
17	Andhra Pradesh	Vijaywada	42	Delhi	Gr. Noida
18	Andhra Pradesh	Vijaywada-I	43	Delhi	Kirti Nagar
19	Andhra Pradesh	Vizag	44	Delhi	Narela
20	Andaman Nicobar	Port Blair	45	Delhi	Okhla-I
21	Assam	Guwahati	46	Delhi	Okhla-II
22	Assam	Dimapur	47	Delhi	R. P. Bagh
23	Assam	Amingaon	48	Gujarat	Anand
24	Assam	Maligaon	49	Gujarat	Surat
25	Assam	Dhubri	50	Gujarat	Ahmedabad

S.No	State	CWC Centre Name	S.No	State	CWC Centre Name
51	Gujarat	Surat	76	Karnataka	Davangere
52	Gujrat	Karachia	77	Karnataka	Bidar
53	Gujrat	Rajkot-II	78	Karnataka	Sedam
54	Gujrat	Jamnagar	79	Karnataka	Whitefield
55	Gujrat	Baroda-I	80	Karnataka	Hosekote/ Kolar
56	Gujrat	Rajkot-I	81	Karnataka	Gadag-II
57	Haryana	Sonepat	82	Karnataka	Nargund
58	Haryana	Gurugram	83	Karnataka	Mangalore
59	Haryana	Bibipur	84	Kerala	Kochi
60	Haryana	Hisar	85	Kerala	Edathala
61	Haryana	Karnal-I	86	Kerala	Kakkancherry
62	Haryana	Naraingarh	87	Kerala	Pulakkad
63	Haryana	Sirsa	88	Kerala	Madikkai
64	Haryana	Kurukshetra	89	Kerala	Kanjikode
65	Haryana	Sonepat	90	Kerala	Ernakulam
66	Himachal Pradesh	Mandi	91	Kerala	Kozhikode
67	Himachal Pradesh	Solan	92	Madhya Pradesh	Burhanpur
68	Himachal Pradesh	Dehra	93	Madhya Pradesh	Chhindwara
69	Jharkhand	Ranchi	94	Madhya Pradesh	Maksi
70	Jharkhand	Jamshedpur	95	Madhya Pradesh	Khandwa
71	Karnataka	Shikaripur	96	Madhya Pradesh	Bhopal
72	Karnataka	Belgaum	97	Madhya Pradesh	Indore
73	Karnataka	Dharwad	98	Madhya Pradesh	Gwalior
74	Karnataka	Hubli	99	Madhya Pradesh	Katni
75	Karnataka	Bangalore	100	Madhya Pradesh	Bhind

S.No	State	CWC Centre Name	S.No	State	CWC Centre Name
101	Madhya Pradesh	Sheopurkalan	126	Odisha	Jatni
102	Maharashtra	Amravati	127	Odisha	Bargarh
103	Maharashtra	Nasik	128	Odisha	Bolangir
104	Maharashtra	Sangali	129	Odisha	Jajpur Road
105	Maharashtra	Nagpur	130	Odisha	Kendupalli-II
106	Maharashtra	Akola	131	Odisha	Kesinga
107	Maharashtra	Pune	132	Odisha	Nabarangpur
108	Maharashtra	Mumbai	133	Odisha	Atabira
109	Maharashtra	Pune	134	Odisha	Jeypore
110	Maharashtra	Ambarnath	135	Punjab	Fazilka
111	Maharashtra	Waluj	136	Punjab	Amritsar
112	Maharashtra	Miraj	137	Punjab	Gurdaspur
113	Maharashtra	Gondia	138	Punjab	Bathinda
114	Maharashtra	Kalamboli	139	Punjab	Ludhiana
115	Maharashtra	Nanded	140	Punjab	Mohali
116	Maharashtra	Kolhapur	141	Punjab	Pathankot
117	Nagaland	Dimapur	142	Rajasthan	Kota-I
118	Odisha	Berhampur	143	Rajasthan	Kota-II
119	Odisha	Cuttuck	144	Rajasthan	Jaipur
120	Odisha	Kalamati	145	Rajasthan	Udaipur
121	Odisha	Sonepur	146	Rajasthan	Hanumangarh-I
122	Odisha	Choudwar	147	Rajasthan	Sikar
123	Odisha	Balasore	148	Rajasthan	Bharatpur
124	Odisha	Aska	149	Rajasthan	Deoli
125	Odisha	Baljitpara	150	Rajasthan	Sriganganagar-II

S.No	State	CWC Centre Name	S.No	State	CWC Centre Name
151	Rajasthan	Kotputli	174	Telangana	Chityal
152	Rajasthan	Baran	175	Telangana	Warangal
153	Rajasthan	Chomu	176	Tripura	Agartala(CS)
154	Rajasthan	Sitapura-I	177	Uttar Pradesh	Gorakhpur
155	Rajasthan	Sitapura-II	178	Uttar Pradesh	Lucknow
156	Rajasthan	Bikaner-I	179	Uttar Pradesh	Saharanpur
157	Rajasthan	Udaipur	180	Uttar Pradesh	Lucknow
158	Tamil Nadu	Trichy	181	Uttar Pradesh	Basti
159	Tamil Nadu	Coimbatore	182	Uttar Pradesh	Behriach
160	Tamil Nadu	Hosur	183	Uttar Pradesh	Robertsganj
161	Tamil Nadu	Udumalpet	184	Uttar Pradesh	Chandausi
162	Tamil Nadu	Thanjavur	185	Uttar Pradesh	Shahganj
163	Tamil Nadu	Manargudi	186	Uttar Pradesh	Bhadohi
164	Tamil Nadu	Chromepet	187	Uttar Pradesh	Ghaziabad
165	Tamil Nadu	Madurai-I	188	West Bengal	Matigara
166	Tamil Nadu	Virugambakkam	189	West Bengal	Burdwan
167	Tamil Nadu	Puduchery	190	West Bengal	Durgachak
168	Tamil Nadu	Erode	191	West Bengal	Haldia
169	Tamil Nadu	Chennai	192	West Bengal	Mogra
170	Tamil Nadu	Madurai-II	193	West Bengal	Panchpara
171	Telangana	Hyderabad	194	West Bengal	Kharagpur
172	Telangana	Sarangpur	195	West Bengal	Kolkata
173	Telangana	Bodhan	196	West Bengal	Sarul

Note- Details of concerned officer of the region/state may be seen from Annexure-C.

Annexure-C**List of Regional Manager of CWC**

S. No.	Regional Office	State Covered	Name of Officers	Mobile No.	E-mail
1	Ahmedabad	Gujrat	Mateshwari P Mishra, Ass. General Manager (G), RM	9974186911	rmahd@cewacor.nic.in
2	Bangalore	Karnataka	Sh. Vishnu Vardhan Mangalam Dy. General Manager (G)	9902585622	rmblr@cewacor.nic.in
3	Bhopal	Madhya Pradesh & Chhattisgarh	Sh. Anurag Pagare, Ass. General Manager (G), RM	8583805997	rmbpl@cewacor.nic.in
4	Chandigarh	Punjab, Haryana and Himachal Pradesh	P.C. Rai Ass. General Manager (G), RM	9643082067	rmchd@cewacor.nic.in
5	Chennai	Tamil Nadu	Sh. K.K.Panda, Regional Manager	7873572105	rmmdrs@cewacor.nic.in
6	Delhi	Delhi-NCR	Dr. Anurag Tripathi Dy. General Manager (T), RM	9428218005	rmdli@cewacor.nic.in
7	Guwahati	Assam, Sikkim, Mizoram, Tripura, Nagaland and Arunachal Pradesh	Sh. Binay Chirania AGM, RM	9555784075	rmghy@cewacor.nic.in
8	Hyderabad	Telangana and Andhra Pradesh	Sh. Ajay Zadoo, General Manager (G), RM	9493174573	rmhyd@cewacor.nic.in
9	Jaipur	Rajasthan	Sh. Manish Tayal Regional Manager	8505034455	rmjai@cewacor.nic.in
10	Kochi	Kerala	Maneesh B R, Ass. General Manager (G), RM	9961116536	rmkoc@cewacor.nic.in
11	Kolkata	West Bengal	Sh. P.K Saw, Dy. General Manager (G), RM	9757169304	rmkoll@cewacor.nic.in
12	Lucknow	Uttar Pradesh and Uttaranchal	Sh. Ram Kumar, Regional Manager	8866146550	rmlko@cewacor.nic.in
13	Mumbai	Maharashtra	Sh. B Nirmal, General Manager (G), RM	9937576078	rmmum@cewacor.nic.in
14	Patna	Bihar, Odisha and Jharkhand	Sh. Abhishek Anand, Asth. General Manager (T), RM	8174881088	rmpat@cewacor.nic.in

Note- Bidder may contact Regional Manager of regions for details etc.

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Central Warehousing Corporation

(A Government of India Undertaking)

Warehousing Bhawan

4/1 Siri Institutional Area

August Kranti Marg

Hauz Khas

New Delhi-110016