

E - TENDER DOCUMENT

FOR UTILISING WAREHOUSING FACILITY ON DEDICATED WAREHOUSING BASIS AT KIADB INDUSTRIAL AREA, HI-TECH DEFENSE AEROSPACE PARK, PLOT NO.162-163, DEVANAHALLI, NEAR KEMPEGOWDA INTERNATIONAL AIRPORT, BANGALORE

23.05.2022

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE, LF-10, Circular Road,
Nandini Layout, Bengaluru – 560096

Phone: 080-23598862/64/65/66

Email: rmlbr@cewacor.nic.in / buss.cwblr@cewacor.nic.in
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E-Tender Notice

CWC invites online e-tendering under two bids system from interested professionally Competent and financially sound parties willing to utilize warehousing facility as per the specification given in the tender document on long term dedicated warehousing basis at its Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Near Devanahalli International Airport, Bangalore-562110 as detailed below:

Scope of tender	Selecting a suitable bidder who is willing to utilize the proposed warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith) for utilization on long term basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162- 163, Near Devanahalli International Airport, Bangalore-562110.	
Area	Approximate Area: - i. Cover space: 300221 Square Foot ii. Mezzanine Floor: 49944 Square Foot (Mezzanine floor consists of two floors of 24972 Square Foot each)	
Tender Notice	ONLY Online Tenders (e-tendering) for above work. Tender documents will be available on websites. www.cwceprocure.com www.cewacor.nic.in www.cppp.gov.in and www.eprocure.gov.in	
Tender Type	OPEN TENDER	
Schedule of e- Tender	Date and Time for downloading of Documents & payment of Processing Fees.	From 11:00 hrs. on 23.05.2022 up to 15:00 hrs. on 20.06.2022
	Last date and time of online bid submission	Upto 15: 00 hrs. on 21.06.2022
	Pre bid meeting	30.05.2022 & 06.06.2022 On at 1400 hrs. at CWC, Regional Office, Bangalore
	Last date for seeking Enquiries/ Clarifications	Upto 1700 hrs. on 06.06.2022 at CWC, Regional Office, Bangalore

	Date & time of online Technical Bid opening i.e., Step I	At 15:30 Hrs. on 21.06.2022
	Date & time of online Financial Bid opening	Will be intimated later on.
	NOTE: If the date fixed for opening of Technical Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.	
Bid Validity Period	90 days from the last date for submission of tender. However, CWC may solicit the Bidder's consent for further extension of the period of validity of the bid.	
Period of Contract	10 (Ten) Years which may be further extendable on mutually agreed terms and conditions.	
Processing Fee	PROCESSING FEE PAYABLE TO M/S ITI Limited for an amount of Rs.885/- (Rupees Eight hundred and eighty-five only) including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI Ltd. only.	
EMD	<p>Rs. 12,40,800/- (Twelve Lakh Forty Thousand Eight Hundred Rupees only) to be paid through e-payment gateway of M/s ITI to Central Warehousing Corporation, Regional Office, Bangalore upto 15:00 hrs of 21.06.2022.</p> <p>In lieu of EMD, Micro & Small Enterprises (MSEs) registered with the prescribed agencies/startup certified by department for Promotion of Industry and Internal trade (DPIIT) are required to submit duly digitally signed Bid Security Declaration as pre Exhibit -17 along with online Bid</p>	

NOTE: INFORMATION FOR ONLINE PARTICIPATION: -

A) If any bidder wishes to participate in the Corporation tender, bidder should / has to register their firm in our website www.cwceprocure.com for online e-tendering in consultation with our service provider M/s ITI Ltd. They should do so, well in advance to avoid any shortage of time.

B) All bidders are requested to get themselves registered well in advance. 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 is encountered at that moment, 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 received, without EMD & Tender Processing Fee, shall be summarily rejected.

C) The bidder shall require Class III digital signature/digital security certificate for participating in Corporation e-tendering process (for login, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature can be obtained from any of the authorized agency of CCA (Controller of Certifying authorities) for which a separate processing fee would be payable to the authorized agency of CCA. However, if valid Class III digital signature is already 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.

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, no one other than the one issued to him. Non-compliance will lead to summarily rejection of the bid.

F. Enquiries/Clarification, if any may be submitted up to 1700 hrs. on **06.06.2022** to Regional Manager, CWC, Regional Office, Bengaluru Clarifications will be published on the CWC website www.cewacor.nic.in. www.eprocure.gov.in and www.cwceprocure.com.

G. DOWNLOADING OF TENDER DOCUMENT: -The tender document is available only in electronic format which the Bidders can download free of cost from the above-mentioned websites.

H. SUBMISSION OF BID: - Bidder shall submit their offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned above. Offer shall not be accepted in the physical form and any offer received in the physical form shall be summarily rejected.

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

- (i) Checklist: A checklist as provided with Template for Step-1: Pre- qualification (Technical) Bid is also required to be duly filled and uploaded.
- (ii) Bidders who wish to participate in e-tender enquiry shall have to fill data / details in pre-defined forms of Pre-qualification (Technical) Bid and the Financial Bid in Excel formats only.
- (iii) After filling data / details, in the pre-defined forms, Bidders should click on final submission link to submit the encrypted bid.

In the event of any document being found to be fabricated/ forged/ tampered/ altered/ manipulated during verification, at any stage (during tender finalization or later on), the EMD of such Bidder shall be forfeited and they shall be liable to be debarred for participation in the future tenders/Bids of Central Warehousing Corporation for a period of Five (05) years.

In case any of the uploaded documents is not legible (readable) 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 in the prescribed manner only. either by post/courier or in person.

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

For any clarification regarding online participation, contact: - M/s. ITI Ltd, for assistance on-tendering, may call following helpline numbers: Shri Janardhan: 9686196767

The Regional Manager

Central Warehousing Corporation

Regional Office

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DISCLAIMER

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 the assets of the CWC in question for this tender, as the case may be.

CWC and the successful bidder shall have to follow the provisions of Warehousing Corporations Act 1962 and Rules and regulations framed thereunder from time to time, the provisions of Lease agreement between CWC & KIADB and the terms and conditions of the allotment of the said land by KIADB and its terms of usage as set out therein in its letter and spirit.

The Bidder should satisfy himself 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 Tender Document is complete in all respects.

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

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

The Regional Manager

Central Warehousing Corporation

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TENDER DOCUMENT CONSISTS OF TWO VOLUMES

VOLUME – I - DETAILS OF TENDER

(Contains 58 pages i.e., page No. 10 to 67)

VOLUME – II - PROJECT INFORMATION

(Contains 07 pages i.e., page No. 68 to 74)

VOLUME-I: DETAILS OF TENDER

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR UTILISING WAREHOUSING FACILITY ON DEDICATED WAREHOUSING BASIS AT KIADB INDUSTRIAL AREA, HI-TECH DEFENSE AEROSPACE PARK PLOT NO.162-163, NEAR DEVANAHALLI INTERNATIONAL AIRPORT, BANGALORE.

Details of Tender:

Sub: Selecting a suitable bidder who is willing to utilize the proposed warehousing facility as per the specifications given in the tender (Volume –II – Project Information) and terms & conditions set out herewith in this tender document for utilization on dedicated basis on long term Basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Near Kempegowda International Airport, Bangalore-562110 as set out in the e-Tender Notice dated. 23.05.2022.

NOTES:

[1] The Tender document is valid only for the applicant who has downloaded the document from the Websites mentioned in the e-Tender Notice / NIT dated 23.05.2022.

1.1 INTRODUCTION

This bid inviting Tender 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 details of tender along with Exhibits 1 to 17. Exhibit - 4 is for proposed agreement which is integral part of the bid document. This tender document has been prepared to enable the bidders to participate in the tender process for selecting a suitable bidder who is willing to utilize the proposed warehousing facility as per the specifications given in the tender (Volume –II – Project Information) on long term Basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Devanahalli, Near Kempegowda International Airport, Bangalore-562110 initially for a period of 10 (Ten) years, further extendable on mutually agreed terms and conditions.

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 proposed assets and facilities (as per specifications & details given in this tender document) available at the Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Near Devanahalli International Airport, Bangalore-562110. 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, relevant data set out in this document by visiting the site and getting acquainted with the factual position.

1.2 STATUS OF THE DOCUMENTS:

This document is not an offer by CWC to sell/lease or part away its assets and facilities at any of its locations but is only an offer to allow an entity to utilize the warehousing facility on long term dedicated warehousing basis i.e., license to operate (as per the warehousing operations requirement) to provide seamless services to its customers. The tender is not for leasing of facility.

1.3 STATUS OF ENTIRE FACILITY

CWC intends to give its proposed warehousing facility at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Devanahalli near Kempegowda International Airport, Bangalore-562110 on dedicated warehousing basis. The entire land measuring 14.2 Acres is acquired from KIADB for development of logistic infrastructure projects etc.

The proposed agreement restricts the use of facilities made available to the successful bidder (ref. Volume-II: Project Information) for storage/ handling/ transportation activities and for uses which are supportive for its own/affiliates handling/storage/transportation operations. The SECOND PARTY shall have to follow the Warehousing Corporation Act-1962 (WC Act. 1962), WDRA and other state /central Rules Regulations/ Railways /Customs, Act etc. concerning usage of the facility. No claim/damages shall lie against the Corporation in the eventuality of termination/suspension of the operations owing to any violations of bid regulations or for any other reason.

The continued beneficial use of the facilities (which are being offered through this document) will be conditioned by the efficient, safe and environment friendly use of the premises, infrastructure/campus.

1.4 DELIVERY SCHEDULE OF THE FACILITY

Tentative Completion of the project/facility (as per the Project information – Vol. II) is scheduled in May, 2022. CWC shall handover the facility, after payment of security deposit and the execution of the DWT agreement, the rent free/fit out period shall start from the date of execution of the DWT agreement. Application for obtaining of Occupancy Certificate (OC) from Local regulatory Authorities has already been done by the CWC.

The rent free/fit out period shall start from the date of handing over of the facility, whereas the lock-in period shall start from the next day of completion of the rent free/fit out period. CWC shall take Occupancy Certificate (OC) from local regulatory authorities (as applicable for this project/KIADB) during this fit out period.

If during the rent free/fit out period CWC fails to obtain the OC from the Local regulatory authorities then the fit out period will be extended accordingly till the date of receipt of the OC.

In case, CWC fails to hand over the facility to the party on the date of execution of the DWT agreement OR fails to procure OC within rent free/fit out period due to unavoidable circumstances/due to any reasons, no claim shall lie against the corporation on this account and shall not be entitled to make any claim whatsoever against the corporation for compensation, revision of rate or otherwise.

In case, CWC fails to hand over the facility to the party on the date of execution of the DWT agreement due to unavoidable circumstances/due to any reasons, CWC may solicit the Bidder's consent for extension of the handing over period and the Bidder shall agree 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.

2. DEFINITIONS:

(i) Affiliate: A company shall be an affiliate of another in the following circumstances: If the Company is a Subsidiary or Holding Company of the other under the provisions of the Companies Act, 2013.

OR

If the company has a control over the other's operations and hold(s) not less than 26% of the voting shares, either directly or indirectly, in the other or vice versa. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event the percentage of holding would be considered on proportionate terms.

(ii) 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 Tender.

(iii) Bidding Consortium/Joint Venture: 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. Joint Venture would mean a joint arrangement, entered into in writing, whereby the parties that have joint control of the arrangement, have rights to the net assets of the arrangement. The usage of the term is similar to that under the Accounting Standards.

(iv) Lead Member: The member of the Bidding Consortium declared by Member Entities as the Lead Member.

(v) 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.

(vi) 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.

(vii) Facility:

The expression ‘Facility’ means the warehouse complex, which is to be created by CWC as per the specifications & terms of usage given in the tender document and offered by CWC. But the only part of the facility to the extent allotted / licensed under the agreement shall be under the domain of SECOND PARTY and they shall be able to utilize to that extent only on dedicated warehousing basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Devanahalli, Near Kempegowda International Airport, Bangalore-562110. The area & assets installed in the facility to be handed over shall be defined and made part of the agreement. For the sake of information, details of complete warehousing complex have been described in Volume-II (Project Information & Diagrams/maps) and site plan clearly showing area in plan, to be handed over for storage/operational purpose.

(viii) Managing Director:

‘Managing Director’ shall mean the Managing Director of Central Warehousing Corporation.

(ix) Regional Manager:

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

(x) Proposal:

The proposal submitted by the prospective bidders in response to this Notice Inviting Tender issued by CWC. This document being issued to the prospective Bidders, seeking their proposal which includes notice inviting tender, any addendum, modification to this document including clarification issued, if any.

(xi) Second Party:

The bidder(s), successful in terms of this tender enquiry who can take the proposed warehousing facility (in full or parts) as per the conditions / specifications given in the tender for utilization on long term dedicated Warehousing Basis. ‘SECOND PARTY’ in this Tender document refers to and to be replaced by the name of the successful bidder.

(xii) SQM or Sq. Meter or sqm: Area of the covered/open space in Square Meter

(xiii) Sq. Ft.: Area of the covered / open space in Square Foot.

(xiv) KIADB- Karnataka Industrial Areas Development Board.

3. INTRODUCTION AND BACKGROUND

3.1 Objectives of Inviting e-Tender:

CWC proposes to enter into a Dedicated Warehousing Agreement for its proposed “facility” as per the specifications given in the tender (Volume-II – Project Information), at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Near Devanahalli International Airport, Bangalore-562110, with the entities i.e.-

- Proprietary/partnership/registered companies/any other legal entities.
- Having latest valid GST Registration.

- Having valid PAN Card.
- Financially Sound.
- Positive Net Worth.
- Can utilize and maintain the proposed facility & other infrastructure which will be under their domain.

CWC's objective is to select an entity, which has the organizational capability to successfully run, manage and maintain the proposed warehousing facility as per the specifications given in the tender and also which offers the most attractive commercial terms to CWC and also to provide warehousing infrastructure to the suitable bidders for value creation for the bidder as well CWC by efficient utilization of existing facilities and also creating the infrastructure by private investments through bidder. CWC shall enter into a dedicated warehousing Agreement (EXHIBIT-04) with such successful Bidder.

Though proper care has been taken while preparing the tender, in case of any variation/difference/ambiguity between tender and EXHIBIT-04 which is the main part of the tender, the meaning and clauses of EXHIBIT-04 shall prevail.

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-Tender as specified below:

Step 1: Information for Pre-Qualification and Conditions (Exhibits 1, 2, 4 to 17)

Step 2: Financial Bid/Price/Commercial Bid (Exhibit-3).

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.

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

- (i) The bid is unsigned;
- (ii) The bid is not legible;
- (iii) Required EMD and cost of tender has not been received.
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted the rates electronically, as specified in Exhibit 3.
- (vi) The bidder has not agreed to the essential conditions i.e., scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / bank guarantee, and dispute resolution mechanism.
- (vii) The bidders who have been blacklisted or otherwise debarred by CWC or any

department of Central or State Government or any other Public Sector Undertaking as on last date of submission.

Only the bids which are not unresponsive shall be taken up for further evaluation.

4.1.2 Further evaluation of Stage: I Technical Bid

- (a) 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.
- (b) Corporation, if necessary, can ask the Bidder for any specific clarification relating to qualifying document / condition or can seek missing document(s) within the specified time of 10 days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.
- (c) Corporation can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- (d) The Bidder has the option to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- (f) If the Bidder fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is not-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- (g) All the responses to the clarifications will be part of the Proposal of the respective Bidder and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

4.1.3 Procedure to be followed for obtaining missing documents & specific clarification:

- (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 bidder and enter the details of clarifications / missing documents sought within the prescribed time. After entering the details of clarification / missing document sought by the Corporation, same icon shall appear at Bidder’s end for replying to the particular clarification / missing document sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the Corporation.
- (iii) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.

- (iv) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.
 - (v) After expiry of prescribed time, Corporation shall download the clarification / missing document submitted by the bidder.
- a) Following missing documents as called for after scrutiny of technical bids as submitted by the bidders, should not be of a date later than the date of submission of bid.
- (i) Registration Certificate
 - (ii) GST Registration.
 - (iii) PAN card.
 - (iv) Partnership deed in case tender is a partnership firm OR Certificate of Incorporation, Memorandum of Association and Articles of Association in case Bidder is a company.
 - (v) Power of Attorney/Board resolution in favour of signatory (is) duly attested by notary.
 - (vi) Affidavit of proprietary firm as per Exhibit-07.
- b) The following missing documents are called for after the scrutiny of technical bid which are generally not in the nature of statutory documents and they explain the position existing in the past, if such missing documents are asked from the bidder, they can be of a date after the date of last date of submission of the bids.
- (i) Exhibit-1: Covering letter
 - (ii) Exhibit-2: Description of the bidder
 - (iii) EXHIBIT-06- Undertaking certificate for not conflicting with the Business Interest of CWC.

Missing documents sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

4.2: STEP 2 - EVALUATION OF COMMERCIAL/PRICE/FINANCIAL BID

Commercial Bid/ Price 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 value of revenue offered which will be calculated on the basis rate quoted in Rs. Per Sq Ft per month for covered area and existing Mezzanine floor area (Exhibit-3). The bidder having quoted the highest revenue shall be ranked as H1, and subsequent bidders shall be ranked in order of their respective total quoted/offered revenue shall be ranked as H2, H3, and so on.

4.2.1 SELECTION OF BIDDER:

- i. Cover space : 300221 SQ FT
- ii. Mezzanine Floor : 49944 SQ FT (Mezzanine floor consists of two floors of 24972 SQ FT each)

Bidder has to quote for entire area i.e., Covered Space and existing Mezzanine floor area.

H1 shall be arrived based on rate quoted for Covered Space.

Schedule of Rates- Tariff for covered area is Rs 29.46/Sq. Ft./Month excluding GST.

The party has to quote above/ below/ PAR schedule of rates for covered area.

Tariff for Mezzanine Floor shall be calculated as under:

- a. Tariff for existing First (1st) Floor mezzanine- 60% of covered area rate
- b. Tariff for existing Second (2nd) Floor mezzanine -30% of covered area rate.

Tariff for Mezzanine floor automatically calculates based on the tariff submitted for covered area i.e., Tariff for 1st floor Mezzanine area is 60% of rate quoted for covered area and Tariff for 2nd floor Mezzanine area is 30% of rate quoted for covered area.

Arrival of H1 are as follows;

I. If party 'A' quote Rs 31/Sq. Ft/month for covered space and Party 'B' quote Rs 30/Sq. Ft/month, Calculation of arriving H1 is as follows;

PARTY 'A':

a. Covered space	—	31 * 3,00,221	= 9306851
b. 1 st Floor Mezzanine Area	-	Rs 31 *60% *24972 = 18.6* 24972	= 464479
c. 2 nd Floor Mezzanine Area	-	Rs 31 *30% *24972 = 9.3* 24972	= 232240
			TOTAL (Rs. Per month) = 1,00,03,570

PARTY 'B':

a. Covered space	—	30 * 3,00,221	= 9006630
b. 1 st Floor Mezzanine Area	-	Rs 30 *60% *24972 = 18* 24972	= 449496
c. 2 nd Floor Mezzanine Area	-	Rs 30 *30% *24972 = 9* 24972	= 224748
			TOTAL (Rs. Per month) = 96,80,874

Party 'A' will be declared as H1.

The services offered under the Sr. No. 4.2.2. Option to Second Party (Non-Mandatory Services-Optional) are optional. It is not mandatory to quote services/ area under 4.2.2.

However, the revenue generated from the area/ services quoted for non-mandatory services such as space for Office, Exclusive Open space for storage other than road & circulating area, Space for ATM/ Mobile Tower/ Solar power plant /Advertisement Hoardings, option to party to build mezzanine at their own cost shall be considered only, for deciding H1, in case of more than one tenderer quote the same rates for the mandatory covered and existing mezzanine storage space, built by CWC. In such cases, tender shall be awarded to the tenderer giving higher revenue from the non-mandatory services Sr. No. 4.2.2.

In case where there is more than one tenderer, quoting the same rates for covered and existing mezzanine storage space and also quoting same amount of revenue from the non-mandatory area/services under Sr. No. 4.2.2. Option to Second Party (Non-Mandatory Services-Optional), due consideration shall be given to their financial turnover as submitted under serial no. 5 of 5.4 of eligibility criteria for the purpose of selection of H1. In such cases, tender shall be awarded to the tenderer having higher average annual financial turnover of preceding three years based upon the turnovers submitted by the tenderer.

4.2.2 OPTIONS TO SECOND PARTY (NON-MANDATORY SERVICES OPTIONAL)

Other than covered space and mezzanine floor, CWC also offers space for Office, Exclusive Open space for storage other than road & circulating area, space for ATM, Mobile Tower, solar power plant, advertisement hoardings, with an option to party to build mezzanine at bidder's own cost. The tariff rate for these services shall be automatically calculated based on the tariff submitted for covered area.

The rates of above-mentioned services are as follows;

1	Office Space / Bank space- There is no office space as on date on the vacant land in front of constructed warehouse, however this rate will be applicable if in the vacant land parcel, successful bidder decides to have an office and CWC constructs such office space for them.	2 times the Covered Gross Area Tariff
2	Exclusive Open space for storage other than road & circulating area (without erection of any structure)- <i>Maximum available open space - 88,200 Sq. Ft.</i>	60% of Covered gross area Tariff
3	Mobile Tower	3 times the Covered Gross Area Tariff
4	ATM	3 times the Covered Gross Area Tariff
5	Hoardings	3 times the Covered Gross Area Tariff
6	Solar Power Plant on the Roof top	Collection of interest free refundable SD @Rs.250 / sq.mtr.
7	Mezzanine Floor to be built by Second Party only at their cost.	first floor mezzanine- 40% of Covered area Tariff. second floor mezzanine- 20% of covered area tariff

Central Warehousing Corporation will have exclusive rights to offer services mentioned in point 01 to 06, under clause 4.2.2 (non-mandatory services) to other parties at later stage at rates decided by CWC if qualified bidder is not bidding for any or all of the non-mandatory services to be availed. The only part of the facility to the extent allotted / licensed under the agreement shall be under the domain of SECOND PARTY and they shall be able to utilize to that extent only on dedicated warehousing basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Near Devanahalli International Airport, Bangalore-562110.

The successful bidder shall not be allowed to have Bank, ATM, Mobile tower, etc., in the covered/open space allotted to them i.e., inside warehouse or in the circulation road or operational area handed over to them. However, they shall be allowed to have (create) office space for their own use at their own cost, inside warehouse or on first or second mezzanine floors.

The Second Party shall be allowed to construct additional Mezzanine Floors (1st & 2nd) in addition to existing two mezzanine floors of 24972 sq. ft each which have been constructed by CWC. They shall submit design and drawings for approval of CWC first and thereafter only, they will take up such construction. The new constructed mezzanine created by Second Party shall be charged @ 40% of the covered area tariff of ground floor for first floor mezzanine and @20% of the covered area tariff of ground floor for second floor mezzanine.

CWC may also construct the additional required mezzanine at the request of second party at the rates already agreed, i.e., 60% of covered area rate of ground floor for the first-floor mezzanine and 30% of covered area rate of ground floor for the second-floor.

Load bearing capacity of such mezzanine floors shall be 1.0MT per sqm.

Central Warehousing Corporation reserves the right to reject any or all of the proposals submitted in response to this Tender or otherwise not to proceed with the bidding at any time, without assigning any reasons whatsoever, at any stage of evaluation of bid.

5. PROCEDURE TO BE FOLLOWED

5.1 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

The Regional Manager

Central Warehousing Corporation

Regional Office,

LF-10, Circular Road, Nandini Layout, Bengaluru – 560096 Phone:

080-23598862/64/65/66, 9594847373

Email: rmlr@cewacor.nic.in / buss.cwcbllr@cewacor.nic.in

website: www.cewacor.nic.in

All queries that are received on or before 1700 hrs. on 06.06.2022 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/eprocure.gov.in and www.cwceprocure.com. No separate communication shall be issued.

Pre-bid meeting:

A pre-bid meeting with the prospective bidder shall be held at 1400 hrs. on date 30.05.2022 & 06.06.2022 at CWC, Regional Office, Bangalore.

Request for clarifications received after 1700 hrs. on 06.06.2022 shall not be entertained.

5.2 SITE VISIT:

The bidders are advised to visit the respective site(s) (“Facility”) before submitting the tender, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. The facility/infrastructure will be offered after its proposed construction completion date on May 2022 as per the specifications given in Volume-II. No dispute as regards the project information given at Volume-II shall be entertained after submission of the tender.

5.3 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(s) (“Facility”) and are satisfied with the specifications given in the tender. No claim on this account will be entertained later.

5.3.1 Commercial/Price/Financial Bid:

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

5.3.2 Submission of Offer in Electronic Format:

The Bidder shall submit its offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned in the tender notice. Submission of tenders after the scheduled date and time shall not be allowed. No offer in physical form shall be accepted and any such offer, if received by Central Warehousing Corporation shall be summarily rejected. Bidders shall submit the Processing Fee as prescribed in the tender document.

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital signature of the authorized signatory.

5.4 OPENING OF PROPOSALS

The Pre-Qualification (Technical) Bid of the proposal shall be opened on due date and time, as specified at the Central Warehousing Corporation Regional Office, Bangalore in the presence of one representative from each Bidder, if deputed. The details regarding the bidder, as provided in the Covering Letter (Exhibit -1) would be read out.

5.5 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE-QUALIFICATION:

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

S. No	Eligibility Criteria	Documents to be uploaded
1	GST REGISTRATION	Copy of valid GST registration

2	PAN Number	Copy of PAN card
3	EMD	Scanned copy of the document showing Unique Transaction Reference for payment through e-payment. Or Certificate of registration for tenderers registered under MSEs along with Bid Security Declaration as per Exhibit 17.
4	Processing Fee	The fees to be paid through e-payment gateway and proof to be uploaded
5	<p>Turnover: The Tenderer/Second Party should have an average turnover of Rs. 12.00 Crore during preceding three years i.e., FY 2018-19, 2019-20 and 2020-21. The Tenderer/Second Party is required to submit audited Balance sheet and statement of Profit & Loss A/c for the preceding three financial years with the bid. (companies following January to December as financial year shall also be accepted)</p>	<p>The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid. In case Balance Sheets and Statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years.</p>
6	<p>The bidder must be a</p> <ol style="list-style-type: none"> 1. Registered Company/LLP in India under Companies Act 2013. OR 2. Registered Partnership Firm OR 3. Proprietorship. OR 4. Public Sector Undertaking/ Statutory body. OR 5. Cooperative Society 	<ol style="list-style-type: none"> 1. For Registered Company/ PSU/Statutory Body. <ol style="list-style-type: none"> i) Copy of certificate of Incorporation ii) Copy of Memorandum of Association. iii) Copy of Articles of Association iv) Current list of Directors. 2. For Partnership Firm <ol style="list-style-type: none"> i) Copy of the Partnership deed ii) List of Partners iii) Copy of registration of Partnership deed.

	<p>OR</p> <p>6. Others (If the bidder is partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)</p>	<p>3. For Proprietorship Declaration of proprietorship /sole proprietorship Compulsory ink signed as per EXHIBIT-07</p> <p>4. For LLP i) Copy of Limited Liability Partnership Agreement. ii) Copy of certificate of registration iii) Current list of Partners.</p> <p>5. For Cooperative Society i) Bye-Laws (of Co-operative Society) ii) Registered Co-op. Society should furnish the proof of Registration with registrar of Co-op. Societies of taluka Co-op. Officer along with Documentary proof to be uploaded.</p> <p>6. Consortium/Joint Venture i) Power of Attorney (Exhibit 8) ii) MoU Executed between the member entities of a bidding Consortium (Exhibit 9) iii) Format of the letter of commitment from consortium/joint venture partners (Exhibit 14)</p>
7	Description of the Bidder	Description of the Bidder as per the format specified in Exhibit – 2
8	<p>Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in EXHIBIT-08 under own digital signature.</p>	Power of Attorney in favour of signatory (ies) duly attested by Notary as per EXHIBIT-08 which is for purpose of guidance only and deviation in the wording can be accepted.
9	Covering Letter	Covering Letter as per the format specified in Exhibit-1
10	Undertaking	Undertaking by the Bidder that its business would not be in conflict with business interests of CWC and WC Act 1962 & WC Rules 1963.
11	Bid consortium: Exhibit-09- amongst the member entities of a bidding consortium incorporating the principles (if applicable)	Exhibit 09

12	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e., profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload EXHIBIT 10 duly certified by a practicing Chartered Accountant based on latest financial year for which accounts i.e., profit and loss account and balance sheet is submitted in the tender.
13	Checklist	Checklist to be filled and submitted
14	Tender Document	Entire document including Exhibits and Specifications to be signed and submitted
15	Financial Bid	Bidder who wishes to participate in e-tender need to fill data in pre-defined forms of price bid in Excel format only. (EXHIBIT-3)
16	Handing Over Taking Over	Exhibit-16
17	Declaration	Exhibit-11

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

If the Bid is submitted by a sole proprietorship concern, it shall be signed by the proprietor himself above his full name and the name of his concern with its current address (Exhibit-07).

B) GUIDELINES FOR SUBMISSION OF BID 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, in which case a certified copy of the Power of Attorney shall accompany the Bid. 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.

C) SUBMISSION OF PROPOSAL BY A COMPANY:

If the proposal is submitted by a Company the same should also contain copy of Memorandum of Association (MoA) and Article of Association (AoA) by the company participating in the tender enquiry along with a resolution of the Board for participation in the tender. The copy of Power of Attorney in favour of the authorized signatory be also enclosed.

D) GUIDELINES FOR SUBMISSION OF PROPOSAL BY A CONSORTIUM/ JOINT VENTURE:

- 1) 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.
- 2) In the absence of such a document, the proposal shall be considered and evaluated as one from an individual member entity alone, submitting the proposal.
- 3) 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.
- 4) CWC reserves the right to reject any proposal pursuant to a change in the composition of the bidding consortium without giving any reason whatsoever.
- 5) Memorandum of Association (MoA) and Article of Association (AoA) in respect of each member entity to be submitted. The Board resolution, from each member entity for formation of consortium and authorizing its signatory along with power of attorney, shall also be submitted.

5.6 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 Tender or which do not contain the Covering Letter, as per the specified formats would be considered non-responsive and would be summarily rejected.
- 2) Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the 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. As per clause no 4.1.2 non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by CWC will be a ground for rejecting the proposal.
- 6) The proposals shall be evaluated as per the criteria specified in the Tender. However, within the broad framework of the evaluation parameters as stated in the Tender. CWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
- 7) 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.

- 8) 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.
- 9) Only digital mode of transaction shall be adhered to whenever required as per the statutory requirement by SECOND PARTY.
- 10) Conditional tenders are liable to be rejected without giving any reason.

5.7 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 90 (Ninety) days from the last date for submission of the proposal as laid down in this Tender document. However, CWC may solicit the Bidder's consent for extension of the period of validity and the Bidder shall agree 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 proposal in any other respect.

5.8 FEES AND DEPOSITS TO BE PAID BY THE BIDDER

(i) PROCESSING FEE PAYABLE TO M/S ITI LTD.

An amount of Rs. 885/- (Rupees Eight Hundred & Eighty-five only) inclusive of GST in favour of M/s ITI Ltd. towards processing fee shall be paid through e-payment gateway of M/s ITI Ltd. Only. The payment shall be subject to realization/confirmation by due date and time on the e-tender portal by way of a unique transaction reference number.

(ii) EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs. 12,40,800/- (Rupees Twelve lakh Forty Thousand Eight Hundred only) shall be paid in Indian Rupees only to CWC by the applicable bidders through e-payment gateway of M/s ITI Ltd. Only.

No proposal shall be considered which is not accompanied by the required Processing Fee and Earnest Money Deposit or Bid Security Declaration, whichever applicable. Payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction referencenumber.

In the event of bidder withdrawing offer before the expiry of the validity period/not taking over the area quoted in price/commercial bid after allocation of area by CWC, 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 up to a period of five years without prejudice to any other rights and remedies available with CWC under the agreement and law. The decision of Regional Manager 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

allocation of the space to successful bidders. No interest shall be payable on the amount of Earnest Money in any case. The Earnest Money Deposit of the successful bidders shall be refunded/ adjusted against the payment due to SECOND PARTY within 30 days after he executes the agreement and furnishes required irrevocable bank guarantee.

MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next 5 (Five) years.

5.9 SIGNING OF AGREEMENT

1. After declaration of H1 party i.e. successful bidder by CWC, a Letter of Award (LOA) will be issued to such successful bidder.
2. Consequent to the LOA, the successful bidder is required to submit the Security Deposit (SD) equivalent to three months' rent, in form of electronic fund transfer or Demand draft.
3. The successful bidder is also required to submit additional Security Deposit in case they have desired for lock-in period subject to consent of CWC. In such cases the successful bidder shall submit additional security deposit equivalent to storage charges for 12 months for lock-in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank.
4. An agreement for dedicated warehousing, as per EXHIBIT-04 between CWC and successful bidder will be signed within seven (07) working days of the receipt of the security deposit equivalent to three months' rent and Bank Guarantee equivalent to rent for 12 months (in case of lock-in period only). (The Bank Guarantee should be valid for the entire lock-in period).
5. Agreement will be signed in duplicate and both parties will keep one ORIGINAL copy of the agreement.

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 and financial strength to operate, maintain & manage the "facility" and having the Commercial strength to achieve optimum levels of capacity utilization and maximize commercial benefits to CWC.

7. ACCRUALS TO CWC

7.1 FIXED AMOUNT:

In return for the license granted to the SECOND PARTY under the contract, the SECOND PARTY shall pay CWC a fixed amount as agreed, on monthly basis in advance within 07 (seven) days of the beginning of each month along with applicable GST or any other tax in lieu thereof levied by Central/State Govt. from time to time.

7.2 ESCALATION OF THE FIXED AMOUNT:

The Fixed Amount to be quoted by the bidder shall be subject to a yearly escalation at the rate of 5% (five per cent) every year applicable from anniversary of handing over of the facility. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from date of handing over of the facility i.e., start of the rent free/fit out period or as per the terms of the Agreement (Exhibit-04) to be entered between CWC & Party. The yearly escalation percentage will be same for the entire period of the contract.

7.3 SECURITY DEPOSIT

The Second Party shall deposit Security Deposit equivalent to three months storage charges within 15 days of issue of LOA. The Security Deposit shall be refunded to the Second Party on completion or termination of the agreement, provided the Second Party clears all dues of CWC and No Dues Certificate is issued by the Warehouse Manager.

7.3.1 Additional security deposit

The Second Party shall submit additional Security Deposit in case they have desired for lock-in period subject to consent of CWC. In such cases the successful bidder shall submit additional security deposit equivalent to storage charges for 12 months for lock-in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank. The Bank Guarantee shall be valid for an initial period of one year with additional claim period of 03 (Three) months and shall be renewed thereafter on yearly basis from time to time during the entire period of lock-in period equivalent to yearly escalated Storage Charges till the expiry of lock-in period and shall invariably be renewed 30(thirty) days in advance before its expiry every year. The bank guarantee for the last year of Lock-in in the agreement would, however, carry a validity of one and half years. The value of the bank guarantee shall also be increased from time to time to cover the entire amount of escalated storage charge so that it will remain operative during the entire lock in period. CWC shall forfeit the additional Security Deposit to the extent of un-expired lock-in-period, in event of vacation by the Second Party, within lock in period.

7.3.2 The security deposit and additional security deposit for lock-in-period shall not carry any interest.

7.3.3 a. The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e., ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:

(i) MT760 COV for issuance of bank guarantee.

(ii) MT767 COV for amendment of bank guarantee.

(iii) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.

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

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

7.4 The SECOND PARTY shall be responsible for all statutory requirements related to plant, machinery, handling equipment's, safety, security, firefighting equipment's and keep the same in good working condition, deployment of manpower & related statutory compliance. Notwithstanding this the SECOND PARTY shall act under the overall supervision and guidance of CWC.

7.5 Failure to adhere to the payment schedule will be termed as breach of the Agreement and CWC shall be at liberty to proceed against the SECOND PARTY as per terms & conditions stipulated in the Agreement i.e., Exhibit-04.

8. RENT FREE PERIOD FOR FIT OUT:

The second party shall be allowed rent free period of three months commencing from date of handing over of the facility for carrying fit out work at their own cost, for which CWC will not make any reimbursement. And the second party will leave repaired / upgraded godown, in as it is condition unless otherwise as directed by the CWC.

Note: The second party shall accept the facility after CWC applied for Occupancy Certificate(OC) for approval of Local regular authorities, after completion of Construction and installation of internal fit outs (fire safety works etc). The handing over date of facility shall not be later than (07) days from the latest date of such application made by CWC for Occupancy Certificate(OC) from Local regulatory Authorities after completion of the construction. The rent free/fit out period shall start from the date of handing over of the facility, whereas the lock-in period shall start from the next day of completion of the rent free/fit out period. CWC shall take Occupancy Certificate (OC) from local regulatory authorities (as applicable for this project/KIADB) during this fit out period. However, it shall not be open to the bidder to delay handing over/taking over of facility once CWC has applied for Occupancy Certificate(OC) even though some work may be in progress. Decision of Regional Manager in this regard shall be final.

9. RIGHTS AND OBLIGATIONS OF SECOND PARTY:

A. PAYMENT OBLIGATIONS:

One of the key obligations of the Second Party in the Dedicated Agreement is timely accrual of adequate revenue to CWC to meet the quoted/fixed amount.

B. STATUTORY OBLIGATIONS:

All warehousing operations are required to be bound by the terms and conditions imposed on CWC by various bodies like Warehousing Corporation Act 1962, WC Rules 1963, WDRA, Customs, Railways, Pollution Control Board, Industrial Development Corporations (IDCs)/Urban Development Corporations (UDCs)/Municipalities/Local Bodies etc., Law of the Country etc.

C. REPAIR MAINTENANCE:

a) Proper and periodic maintenance and repair of the entire facility (under the domain of the

Second party) shall be one of the key obligations of second party.

- b) Other infrastructure such as Electrical substation/ equipment, DG set, Sewage Treatment Plant, driver rest room & Firefighting installation, High Mast luminaries, circulating and docking roads, etc., within the premises of facility (under the domain of the Second Party) shall be got repaired and maintained by CWC. Expenses so incurred shall be borne by the Second Party. The second party shall handover all such infrastructure facilities in working condition at the time of completion/termination of the agreement.

D. INSURANCE OF STOCK AND PROPERTY

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

E. COMPLIANCE TO PREVALENT LAWS:

- a) The Second Party is required to take all the clearance/permission, etc., for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same will be borne by the Second party and CWC will not be responsible for the same including the expenses for defending/initiation of any legal suits/proceedings. The necessary assistance as may be required for this purpose shall be provided by CWC with in legal frame work to the second party, without any liability of whatsoever nature including any financial liability.
- b) Second party shall also indemnify CWC for all proceedings/liabilities against CWC by any third party at all times which are incurred due to the business of second party.

F. SUBLETTING

The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination, except where subletting/assigning/parting with possession of whole or any part of the licensed premise, is/are expressly approved by the competent authority of CWC in writing, at the written request of the Second party. CWC is at liberty to refuse any subletting, assigning or otherwise parting with the possession of the whole or any part of the Licensed premises.

G. ALTERATION AND MODIFICATION

During currency of this agreement no alteration, modification or structural changes in the godown/ demised premises shall be undertaken by the second party, without prior written permission of CWC. However, the second party may undertake whitewash /colour wash/ floor painting, repair and maintenance of equipment(s) as set out in Clause C above, replacement of machinery parts, improvisation of the cooling system and install their furniture, fixtures, at their own cost.

H. FIRE FIGHTING SYSTEM & ELECTRICAL INSTALLATION

- a) CWC shall provide facility equipped with Internal and external firefighting system, (Wet Riser System type all around the building only along with Fire hydrants, Fire pump, Sprinkler Pump, Control Panel, Diesel Pump of designed size and capacity) and Fire alarm system only. Any additional requirement to suit the storage pattern, layout and requirement of Second party shall be done by Second Party at their own cost with approval of First Party.
- b) CWC shall provide power at terminal points on outside of warehouse. All internal Electrical installation, luminaries, cabling, etc., inside warehouse shall be done by Second party to suit their requirement. Any additional requirement of Control panels, etc., shall be met by Second party to suit their enhanced power requirement.
- c) Internal electrical installations or additional firefighting arrangement as per requirement of second party can also be done as an additional work on actual cost basis to suit the requirement of second party. Cost of the additional work to be payable by Second Party.
- d) However, the second party shall be allowed to execute such works at their own cost.

I. LOCK-IN PERIOD

- a) There is no lock-in period in this agreement. If the bidder proposes to enter into lock-in period, bidder shall submit investment plan for redevelopment and creation of additional facilities over and above the existing operational facilities of CWC, for the sole consideration of CWC to permit lock-in period demanded by the second party. The Second Party shall not vacate the storage space allotted under this agreement (including any addendum) within the lock-in period of this agreement.
- b) CWC shall also not ask the Second Party to vacate the storage space within the lock-in period of this agreement. During the lock-in period, if approved as per Clause 9. I. b) the provision of Clause 21 (Exhibit 4) shall be applicable and the contract may be terminated by CWC in event of any default as listed in Clause 21 (Exhibit 4).
- c) If the bidder proposes to enter into lock-in period, then second party shall submit an additional security deposit in form of Bank Guarantee equivalent to one year of rent payable to CWC.
- d) If the Second Party abandons the facility and withdraws from the contract/agreement during this lock-in period, then CWC shall have a right to invoke and en-cash any of the Bank Guarantees under this Contract and adjust the payable amount due to CWC, either for the balance lock-in period or any Amounts Due or Any Other Dues and seize and auction movable assets of the Second Party and initiate arbitration proceeding to recover the due amount during the balance lock-in period.

J. The agency has to submit a notarized/ self-attested declaration as per the format Exhibit 13
COMPLIANCE TO BID REQUIREMENT

K. It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

- a) for the purposes of this provision, the terms set forth below shall mean as under:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “Fraudulent practice” means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) A Bid may be rejected by CWC if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Confidentiality Undertaking as mentioned above, for the contract in question.
- c) CWC may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Confidentiality Undertaking, in executing, a contract.

10. RIGHTS AND OBLIGATIONS OF CWC

10.1 PROVISION FOR UTILITIES AND THE PAYMENT OF UTILITY CHARGES

- a) CWC, based on the request of the Second Party, and at its sole discretion may consider providing separate water, overhead water tank, bore well, DG set, fire-fighting, telephone, electricity connection, electrical load enhancement, etc., wherever feasible. The cost of such additional installations shall be borne by the Second Party.
- b) However, CWC, at its sole discretion can also permit execution of aforesaid facilities directly by the Second Party themselves, on their specific request and at their own cost. All charges / payment, to be made to any Govt. body / Third Party, for these utilities, shall be made by CWC and same will be reimbursed by the Second Party along with applicable GST. If payment is made by the Second Party, on behalf of CWC, necessary documentary proof of such payments will be submitted to CWC by the second party on monthly basis.
- c) If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CWC reserves the right to reject such tender at any stage of execution without any financial liability, along with forfeiture of Security Deposit (SD). Any loss suffered by CWC on this account will be recovered from the second party. This will be done without prejudice to CWC’s right to seek any other remedy under law.

11. REMOVAL OF STOCK AT THE TIME OF COMPLETION OF AGREEMENT

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

EXHIBIT-1 : FORMAT OF COVERING LETTER
--

(The covering letter is to be submitted by the Bidder for Pre-qualification)

Date:

The Regional Manager
 Central Warehousing Corporation
 Regional Office

Sub: Selecting a suitable bidder who can utilize the proposed warehousing facility as per the specifications given in the tender for utilization on long term dedicated Warehousing Basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Devanahalli, near Kempagowda International Airport, Bangalore-562110.

Dear Sir,

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the Tender. The proposal is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 90 (Ninety) days from the last date of submission of the proposal as laid down in this Tender document.
2. We have examined in detail and have understood the terms and conditions stipulated in the Tender 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 Tender or in any of the subsequent communications from CWC.
3. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the Tender, 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.
4. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the Tender.
5. We as the Bidder, designate Mr./Ms. _ _ _ (mention name, designation, contact address, phoneno. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments, etc. on behalf of the Bidder in respect of the Project.

For and on behalf of:

Signature/(s)

Name of the Person/(s):

(Authorized Signatory/Signatories):

Designation/(s):

EXHIBIT-2 : 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/Joint venture	
D	PAN No. of the Bidder	
C	GST Registration No. of the Bidder	

.....*****.....

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 – 3: FORMAT FOR COMMERCIAL/PRICE/FINANCIAL BID (To be filled in Excel Sheet/ BOQ only)

Sub: Selecting a suitable bidder who is willing to utilize the proposed warehousing facility as per the specifications given in the tender (Volume –II – Project Information) for utilization on dedicated basis on long term Basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Devanahalli, near Kempagowda International Airport, Bangalore-562110 as set out in the e-Tender Notice dated 23.05.2022.

Services	Area in Sq. Ft	Rate/Sq. Ft /Month
(i) Covered Storage Space	300221 SQ FT	
(ii) First Floor Mezzanine Floor	24972 SQ FT	
(iii) Second Floor Mezzanine Floor	24972 SQ FT	

NON-MANDATORY SERVICES (OPTIONAL)

Sl No.	Service	Service required (Select YES or NO)	Area Required
1	Office Space / Bank space		
2	Exclusive Open space for storage other than road & circulating area (without erection of any structure)		
3	Mobile Tower		
4	ATM		
5	Hoardings		
6	Solar Power Plant on the Roof top		
7	Mezzanine Floor, to be built by Second Party a) First Floor mezzanine b) Second Floor mezzanine		

Note:

1. The quoted rate is exclusive of GST or any other applicable tax/cess.
2. After issue of Letter of Award (LOA), the SECOND PARTY shall make advance payment of total storage charges, as for area and rates quoted, on monthly basis.
3. Storage and other tariffs, as quoted by the bidder, any other payments, as contained in

the Exhibit-04 (Dedicated Warehousing Agreement) and additional payments on mutually agreed basis in the overall interest of the Corporation shall be subject to yearly escalation as mentioned in the dedicated agreement for entire period of the Contract. Such an escalation shall be on compoundable basis. First escalation shall be effective after twelve months from the date of signing of agreement.

4. The delayed payment will attract penalty / levy as interest on the due payment @12.50% (twelve-point five zero percent) per annum for the delayed period.
5. Central Warehousing Corporation will have exclusive rights to offer services mentioned in point 01 to 06 under clause 4.2.2 (non-mandatory services) to other parties at later stage at rates pre-decided by CWC if qualified bidder is not bidding for any or all of the non-mandatory services to be availed.

EXHIBIT – 4: DEDICATED WAREHOUSING AGREEMENT
AUTHORISATION AGREEMENT FOR USE OF STORAGE SPACE ON DEDICATED WAREHOUSING

Central Warehousing Corporation is established under Warehousing Corporations Act, 1962 with the objective to provide storage of foodgrains and other notified commodities under the Act.

THIS AUTHORISATION AGREEMENT for use of storage space on dedicated warehousing basis is made on this _____ day of _____ between Central Warehousing Corporation having its Regional Office at _____ (hereinafter called "CWC" which expression shall include its successor or successors in interest and assigns) and M/s _____, represented by its authorized signatory (letter of authorization / Board Resolution/Power of Attorney to be enclosed Shri _____ (_____) (hereinafter referred to as "the Second Party" which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the Second Party has requested CWC for providing storage space at Central Warehouse, _____ for storage of _____ (only the notified commodities under the Warehousing Corporations Act, 1962) belonging to the second party or its clients as service provider (letter of authorization to be enclosed). In consideration of the Second party's tender submission dated ----- CWC agrees to provide the storage space of _____ square foot (sq ft) at Central Warehouse, _____ on the following mutually agreed terms and conditions and as per following site plan:

Site Plan –

Covered Space	Open Space	Bound by
East West	North	South

1) Period of Agreement

1.1) The Second Party will utilize the storage space of _____ sq ft Covered space, _____ sq. ft. mezzanine floor space and ----- sq ft open space for a period of _months/years w.e.f. _____. Both CWC and Second Party shall have the option of renewing this agreement on mutually agreed terms and conditions. The storage space has been given by CWC to Second party on license basis for the specified purposes i.e., usage of the licensed premises shall be in accordance with the Warehousing Corporations Act 1962, Rules/regulations/policies framed thereunder, governed by the agreement executed between CWC & KIADB and any other usage as mentioned in the agreement.

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

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

1.4) Lock in Period (if applicable)

- a) There is no lock-in period in this agreement. However, if the bidder proposes to enter into lock-in period, bidder shall request CWC along with investment plan (if any) for redevelopment and creation of additional facilities over and above the existing operational facilities of CWC, for the sole consideration of CWC to permit lock-in period as demanded by the second party. The Second Party shall not vacate the storage space allotted under this agreement (including any addendum) within the lock-in period of this agreement.
- b) CWC shall also not ask the Second Party to vacate the storage space within the lock-in period of this agreement. During the lock-in period, if approved as per Clause 1.4 (a) the provision of Clause 21 shall be applicable and the contract may be terminated by CWC in event of any default as listed in Clause 21.
- c) If the bidder proposes to enter into lock-in period, then second party shall submit an additional security deposit equivalent to storage charges for 12 months for lock-in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank.
- d) If the Second Party abandons the facility and withdraws from the contract/agreement during this lock-in period, then CWC shall have a right to invoke and en-cash any of the Bank Guarantees under this Contract and adjust the payable amount due to CWC, either for the balance lock-in period or any Amounts Due or Any Other Dues and seize and auction movable assets of the Second Party and initiate arbitration proceeding to recover the due amount during the balance lock-in period.

2) Storage Charges (as applicable)

2.1) The Second party shall pay the warehousing charges on gross area basis as per details below:

Services	Area in Sq. Ft	Rate/Sq. Ft /Month
Covered Storage Space	300221 SQ FT	
First Floor Mezzanine Floor	24972 SQ FT	
Second Floor Mezzanine Floor	24972 SQ FT	
Optional non-mandatory services (rates are based on % of gross area rates as per clause 4.22 of the Volume-I: Details of Tender		
Office Space / Bank space		
Exclusive Open space for storage other than road & circulating area (without erection of any structure)		
Mobile Tower		
ATM		
Hoardings		
Solar Power Plant on the Roof top		
Mezzanine Floor to be built by Second Party		
a) First Floor mezzanine		
b) Second Floor mezzanine		

The aforesaid Warehousing charges shall be subject to enhancement during the term of this Agreement at the rate of 5% (five per cent) every year applicable from the anniversary of this agreement, on last paid storage charges (on compoundable basis). The GST or any other tax in lieu thereof levied by the Central/State Government on the same as applicable from time to time, shall be payable extra by the Second Party.

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

3) Rent free period for repairs (if applicable)

The second party shall be allowed rent free period of three months commencing from date of handing over of the facility for carrying fit out work at their own cost, for which CWC shall not make any reimbursement. And the second party will leave repaired / upgraded godown, in as it is condition unless otherwise as directed by the CWC.

4) Security Deposit

4.1) The second party has deposited Rs._____towards security deposit equivalent to three months storage charges.

4.2) Additional security deposit (if applicable)

The second party shall deposit additional Security Deposit of Rs.__(Rupees in words) towards storage charges equivalent to the 12 months (if there is any lock-in period in the agreement), as stipulated in clause 1.4 in the form of Bank Guarantee (BG) issued byBank .The period of BG is fromtoThe Bank Guarantee shall be valid for an initial period of one year with additional claim period of 03 (Three) months and shall be renewed thereafter on yearly basis from time to time during the entire period of lock-in period equivalent to yearly escalated Storage Charges till the expiry of lock-in period and shall invariably be renewed 30(thirty) days in advance before its expiry every year. The bank guarantee for the last year of Lock-in in the agreement would, however, carry a validity of one and half years. The value of the bank guarantee shall also be increased from time to time to cover the entire amount of escalated storage charge so that it will remain operative during the entire lock in period.

CWC shall forfeit the additional Security Deposit to the extent of un-expired lock-in-period, in event of vacation by the second party, within lock in period. CWC shall also have right to adjust any Amounts Due or Any Other Dues and seize and auction inventory and movable assets of the Second Party and initiate arbitration proceeding to recover the due amount during the balance lock-in period.

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

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

4.5) The security deposit and additional security deposit for lock-in-period shall not carry any interest.

5) Insurance of stock and property

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

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

6) Payment terms

6.1) The payment of storage charges shall be made within 07 (Seven) days of raising the bill in advance. It is also agreed that such bills would be submitted to the Depositor by the Warehouse Manager, CWC, on or before the 3rd day of every month. In case the payment is delayed or not made within 07 (Seven) days from the date of submission of bill by Warehouse Manager, interest @ 12.5 % per annum will be charged and it will be payable by the second party (Depositor).

6.2) Default in payment

In case payment is not made for a continuous period of two months (maximum) by the Second Party even during lock-in period, it shall be treated as breach of agreement and agreement shall stand terminated and CWC shall have the right to stop transactions/operations of the depositors or take control of their stock/operations, put CWC lock in the dedicated godowns in case depositors fail to make payment for a period of two (02) months.

7) Overall Supervision

The Second Party shall ensure to carry on their transactions in the said godown under the overall discipline of CWC and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the godown floor at any given time shall not exceed 6 MT per sqm.

8) Compliance to prevalent laws

8.1) The Second Party shall be required to take all the clearance/permission, etc., for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same shall be borne by the Second party and CWC shall not be responsible for the same including the expenses for defending/initiation of any legal

suits/proceedings. The necessary assistance as may be required for this purpose shall be provided by CWC with in legal frame work to the second party, without any liability of whatsoever nature including any financial liability.

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

9) Responsibility of stocks and Inventory

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

9.2) The Second Party agrees to allow CWC officials or its authorized representatives for inspection of the godown premises at any time to ensure compliance of the terms and conditions of the agreement and any other rules and regulations.

10) Access Control

10.1) The access control of the premises including at the main gate shall be with CWC. CWC shall deploy security personnel as per its discretion. Any additional security required by the second party shall be deployed by the second party at its own cost. CWC at its discretion may restrict entry of any person or vehicle or goods which are found to be unauthorized.

11) Provision for Utilities and the payment of utility charges

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

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

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

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

11.5) Electricity connection is available which shall be provided to the second party and the Electricity charges to be paid on actual basis or as per sanctioned load (whichever is higher)

along with, service tax/GST or any other tax, , by the second party with due intimation and necessary documentary proof of such payment.

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

11.7) 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 Second Party.

12) Operational hours

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

13) Installation of Mezzanine floor

13.1) CWC shall provide the facility equipped with two tier mezzanine floors in the storage space, for which the second party shall agree to pay storage charges @60% of the covered area storage tariff applicable to the second party for first floor Mezzanine and @30% of the covered area storage tariff applicable to the second party for second floor Mezzanine.

13.2) The Second party will be allowed to have (construct) additional Mezzanine Floors (1st & 2nd) in addition to existing two mezzanine floors of 24972 sq. ft each. They shall submit design and drawings for approval of CWC first and then only can start construction, this new constructed mezzanine created by second party shall be charged @ 40% of the covered area tariff of ground floor for first floor mezzanine and @20% of the covered area tariff of ground floor for second floor mezzanine.

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

13.4) Storage charges for the mezzanine floor (in case constructed by second party) shall be levied after a period of two months from the date of giving such permission by CWC or actual usage of mezzanine floors, whichever is earlier. In case of delay in construction or cancellation of mezzanine project, the second party shall seek more time/inform Regional Manager in writing. Regional Manager will permit extension or cancellation of the project.

OR

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

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

13.6 The second party shall ensure that total load over existing mezzanine floor shall not exceed 0.55 MT per Sqm and that over grade slab/floor the load does not exceed the capacity limit of 6.00 MT per sqm.

14) Installation of Solar panel

14.1 The electricity generated from solar panel will be consumed by the depositor itself.

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

14.3 Notwithstanding 14.2 above and grant of permission to install solar panel system by the CWC, the depositor will submit an undertaking that in event of any damage to warehouse, due to solar panel installation, the depositor will be solely responsible and therefore, they shall repair/replace the damaged roof and any part of the warehouse, to the entire satisfaction of CWC.

14.4 There shall not be any damage to the infrastructure i.e., columns, trusses and galvanized sheets of the godowns due to installation of solar panels.

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

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

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

14.8 CWC may also use the roof of godowns for installation of Solar Panel for electricity generated for captive consumption of CWC or its depositors. The Depositor shall not have any rights over the roof or godown except right to use for the defined purpose. The depositor shall not create any hindrance in works of CWC on the roof of such godown

15) Creation of temperature controlled covered area

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

15.2 On completion of the agreement period, second party will hand over the covered space in its original condition i.e., prior to conversion/creation of CAT/CS. If the second party fails to restore the same, restoration of the infrastructure will be done by CWC and the depositor shall pay storage charges for the period it required for getting into its original shape alongwith cost of such repairs.

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

16) GST and other taxes

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

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

17) Subletting

17.1) The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination, except where subletting/assigning/parting with possession of whole or any part of the licensed premise, is/are expressly approved by the competent authority of CWC in writing, at the written request of the Second party. CWC is at liberty refuse any subletting, assigning or otherwise parting with the possession of the whole or any part of the licensed premises.

17.2) The second party is wholly responsible for compliance of the terms and conditions of the agreement in case of such permitted subletting of the premises fully or partly.

18) Use of Space

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

19) Creation of permanent or temporary infrastructure:

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

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

19.3) CWC shall provide office space to the Depositor, if available, surplus to their own requirement @ double the tariff, as applicable for the covered storage space.

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

19.5) In no case the Depositor will use approach road for parking of vehicles. For dedicated parking space, the depositor shall make request for any additional open area on payment of storage charge @ 60% of the covered area rate.

19.6) CWC will be at its liberty to let out its unallocated vacant land for mobile tower, ATM, hoarding for advertisement, solar power plant, construction of office space, fuel pump, electric vehicle charging station, open storage, etc. The depositor shall not create any hindrance. Further, depositor shall not claim share or otherwise on the income/revenue/profits received from these facilities.

20) Alteration and modification

20.1) During currency of this agreement no alteration, modification or structural changes in the godown / demised premises shall be undertaken by the second party, without prior written permission of CWC. However, the second party may undertake whitewash /colour wash/ floorpainting, repair and maintenance of equipment/Sewage Treatment plant/electrical equipment/substations/Firefighting/all equipment's and systems installed by CWC at the time of handing over of facility and all equipment's installed by second party subsequently, replacement of machinery parts, improvisation of the cooling system and install their furniture, fixtures, at their own cost.

21) Termination of agreement

21.1) Subject to Clause 1.4 (Lock-in period if applicable), the agreement can be terminated by either party by giving three months advance notice or storage charges in lieu thereof. However, in case breach of provisions/conditions of this agreement by the Second Party, CWC can terminate this arrangement without resorting to three-month notice period.

21.2) CWC may, at its option, terminate all or any part of the Services or the agreement forthwith by written notice to the Second Party, where: -

- a) the Second Party has breached any of its obligation(s) under the Contract, provided that, where remediable, CWC has notified the Second Party of such breach in writing and the Second Party has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to CWC's reasonable satisfaction; or
- b) the Second Party is not ready to occupy the facility by the commencement date of occupancy; time being declared essence of the agreement for occupying the facility by the commencement date; or
- c) the Second Party fails to provide/maintain the Bank Guarantee (if applicable) as stipulated under this Contract;
- d) the Second Party abandoning or unilateral withdrawal from the agreement.

21.3) Upon occurrence of Second Party Event of Default, CWC shall be entitled to terminate this Agreement by issuing termination notice. If CWC decides to terminate this Agreement, it shall in the first instance issue preliminary notice for termination to the Second Party. Within 15 (fifteen) days of receipt of this preliminary notice for termination, Second Party shall forward to CWC its proposal to remedy/cure the underlying Event of Default (the "Second Party Proposal to Rectify"). In case of non-submission of Second Party proposal to rectify within the stipulated period therefore, CWC shall be entitled to terminate this Agreement by issuing Termination Notice. If the Second Party proposal to rectify is forwarded to the CWC within the period stipulated, Second Party shall have further period of 30(thirty) days to rectify the default. If Second Party does not rectify the default within the said period, CWC shall be entitled to terminate this Agreement by issuing termination notice.

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

21.5) Termination of agreement within the lock-in period, as per clause 1.4, shall also constitute a breach of contract.

21.6) On termination under this Clause 21.2, the Second Party in default, shall be debarred from participating in any future tenders of CWC for a period of five years. After completion of such five years, the defaulting Second Party may be permitted to participate in the future tenders of CWC provided that all the recoveries/ dues/ adjustments have been affected by CWC and there is no dispute pending with the Second Party.

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

22.1) The Second Party shall be entitled to remove its goods, fittings, fixtures, movable items, etc., at their own cost and handover the Godown(s) to CWC after restoring complex/Godown(s) in the same condition, in which, the same existed at the time of execution of the Agreement/handing over to the Second Party, whichever is earlier.

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

22.3) Any improvements made in the warehousing infrastructure and any other immovable asset (including mezzanine floors, if any) created by the Second Party shall be left as it is by second party without any cost to CWC. This clause supersedes clause 22.1 above.

22.4) If there is any damage to the godown/facility handed over/demised premises due to the operation/regular working of the Second Party, the Second Party shall rectify the same and reinstate the facility to the initial condition at the time of its handing over, failing which CWC shall undertake the requisite work. The Second Party shall reimburse double the cost incurred by CWC for the said work.

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

(i) The corporation has first right of lien on the goods stored at the warehouse in respect of storage charges and other dues which may be recovered by sale of the goods deposited in the event of default on the part of Second Party.

(ii) The Second Party shall remove the stock immediately at the time of completion or termination of the agreement, once directed to do after compliance of 23(i) above and if not removed, CWC will remove stock at the cost of party.

24) Anti-Corruption

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

25) Adherence to ISO standards

CWC being an ISO 9001, 14001, and 18001 certified organization, the second party shall ensure that legal and other compliances of the ISO standards in the demised premises.

26) Cleanliness of Warehouses

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

27) Installation of Fire Fighting system

The Depositor shall install additional firefighting system in the area allotted to them in accordance with their storage requirement as and when required by them to mitigate any fire incidence and they shall be solely responsible for any violations or any fire hazards.

28) Dispute Resolution

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 Second Party 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 Second Party 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 Second Party 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 of 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.

2. Arbitration:

In the event of any dispute or difference between the parties hereto as to the operation of this agreement, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the CWC fails to address the issue raised by the Second Party whose remedy is not available in the agreement within 180 days, then and in any such case, the Second Party, after 180 days but within 240 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the CWC, shall be referred to arbitration and other matters shall not be included in the reference

If the Second Party (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the CWC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and CWC shall be discharged and released of all liabilities under the contract in respect of these claims.

Obligation During Pendency of Arbitration: The Utilization of Space by the Second Party as per the agreement shall, unless otherwise directed by the Regional Manager, continue during the arbitration proceedings, and no payment due or payable by the CWC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such utilization should continue during arbitration proceedings.

Appointment of Arbitrator:

In cases where the total value of all claims in question added together does not exceed Rs.1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be nominated by the Managing Director, CWC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Managing Director.

In cases where the total value of claims in question added together exceeds Rs.1,00,00,000/- (Rupees One Crore), the matter will be referred the Sole Arbitrator, appointed by the Managing Director, CWC if agreed upon by the Second party in terms of relevant Section of the Arbitration and Conciliation (Amendment) Act, 2015. However, if the Contractor does not agree upon the name of the Sole Arbitrator nominated by the Managing Director, CWC, then the Second party shall inform about the same within 15 days and they shall nominate an arbitrator from their side out of the empanelled arbitrator of CWC. Both arbitrators will appoint a third arbitrator who will act as Presiding Arbitrator in the matter. The panel of above three Arbitrators will act as Arbitration Tribunal. **All the three Arbitrators will be nominated out the dynamic panel of Arbitrators, empanelled by the Corporation following due process.**

In case of the Tribunal, comprising of three members, any ruling on award shall be made by majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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 venue of the Arbitration shall be at Bengaluru.

It is a term of this agreement 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.

The cost of arbitration shall be borne by the respective parties as decided upon by the Arbitrator/ Arbitration Tribunal, in terms of the extant guidelines and provisions in the Act stated below.

The relevant clause of "The Arbitration & Conciliation Act' 1996" and The Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time shall be applicable to the arbitration proceedings.

EXPLANATION:

For the purpose of this Clause, the expression 'Managing Director' shall include any officer for the time being performing the duties of the Managing Director of the Central Warehousing Corporation.

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

It is agreed that consequent upon forced / normal termination of this agreement, M/s. ----- shall wind up and terminate their business operations and clear the said godowns of their personal property and their furniture, fixtures and other material within the period specified for such clearance in the termination order. In case of failure, the godown or the property of CWC would be got vacated under the provisions contained in the Public Premises

(Eviction of Unauthorized Occupants) Act, 1971 at the risk and cost of M/s.----- --. Any damage to the facility or godowns, arising out of the business operations of M/s -----save for normal wear and tear, shall be made good by M/s. -----

30) Jurisdiction by Courts

The courts of Delhi will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the agreement.

This agreement is made in two originals having different stamp papers. Each party will retain one original agreement.

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

WITNESS:

**ON BEHALF OF CWC
Regional Manager**

- 1.
- 2.

WITNESS:

**ON BEHALF OF _____
Authorized signatory**

- 1.
- 2.

ANNEXURE-A

**(NO OBJECTION CERTIFICATE)
TO WHOMSOEVER IT MAY CONCERN**

Date: _____, 2022

Dear Sir/Madam,

Sub: No Objection Certificate (NOC) for registration of Demand Premises for tax purposes.

Ref: Authorized Agreement for Storage Space dated _____ 2022 (the 'Agreement')

I/We, _____, ('CWC' under the Agreement), has allowed [*] ('Second Party' under the Agreement) to use the demised premises for the storage and other purposes stipulated under the Agreement.

We acknowledge that the second Party and its affiliate, group companies or associate companies domiciled in India may use demised premises for business purposes. We also acknowledge that the Second Party in the course of its activities may provide services to its affiliate, group companies or associate companies domiciled in India or clients/customers, which inter alia may involve the Second Party providing logistics and distribution services in relation to goods owned by such affiliate, group companies or associate companies domiciled in India or clients/customers.

We hereby state and confirm that we have no objection to such demised premises being party/wholly.

1. Used inter alia for business purposes by the Second Party and its affiliate, group companies or associate companies domiciled in India or for warehousing, storing, handling, packing and shipping goods owned by the Second Party's affiliate, group companies or associate companies domiciled in India or clients/customers and
2. Designated as a place of business etc. under tax legislations (including but not limited to Service Tax, Goods and Service Tax, Value Added Tax/Central Sales Tax, Excise, Customs, Foreign Trade policy) by the Second Party or its affiliate, group companies or associate companies domiciled in India or clients/customer in the registration certificate under the relevant legislation.

Yours sincerely

For the Central Warehousing Corporation

EXHIBIT – 05: MODEL FORM OF BANK GUARANTEE

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

.....

1. In consideration of the Central Warehousing Corporation, New Delhi (hereinafter called ‘the Corporation’) having agreed to exempt hereinafter called ‘SECOND PARTY’ from the demand, under the terms and conditions of an agreement dated made between & for hereinafter called the said agreement) of Additional Security Deposit for the due fulfillment by the said ‘SECOND PARTY’ of the terms and conditions contained in the said agreement, on production of a bank guarantee for Rs. _____(Rupees _____only), we (hereinafter referred {indicate the name of Bank} to as ‘the bank’) at the request of ‘SECOND PARTY’ do hereby undertake to pay to the Corporation an amount not exceeding Rs.
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 ‘SECOND PARTY of any of the terms or conditions contained in the said agreement or by reason of the ‘SECOND PARTY’ 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 ‘SECOND PARTY/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 ‘SECOND PARTY 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 Corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said ‘SECOND PARTY 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 'SECOND PARTY 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 'SECOND PARTY 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 of any such or extension being granted to the reason variation, said "SECOND PARTY or for any actor forbearance, omission on the part of the Corporation or any indulgence by the Corporation to the said 'SECOND PARTY 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 'SECOND PARTY.
7. This Bank Guarantee will remain operative initially for a period of one year and shall be renewed thereafter if required during the period of the contract agreement equivalent to the lock in period. It will remain operative for the entire period of the lock in period or till Corporation certifies that the terms & conditions of the said agreement have been fully and properly carried out by the SECOND PARTY so as to satisfy the claims of the Corporation against the contract during the lock in period, if any, for the agreement to which the guarantee relates.
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.
10. BG has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through SFMS.

Dated the day of

for

(Indicate the name of bank)

EXHIBIT- 06- UNDERTAKING

UNDERTAKING /CERTIFICATE

(For not conflicting with the Business interest of CWC and in tandem with the Provisions of Warehousing Corporation Act 1962 & WC Rules 1963)

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 M/s..... will not perform any activity/operations or store and handle any such commodity / cargo which will/shall affect / conflict with the business interest of the Corporation (CWC).The Business shall be in tandem with the Provisions of Warehousing Corporation Act 1962 & WC Rules 1963.

Any change /addition/diversification etc. in the business activities during the currency of the agreement will be done with prior written permission of CWC.

Date:

(Authorized Signatory)

EXHIBIT-07 AFFIDAVIT

AFFIDAVIT

(For Sole Proprietary Firm)

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

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

2. That the office of the firm is situated at

-

DEPONENT

Place:

Date:

VERIFICATION

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

DEPONENT

Place:

Date

EXHIBIT-08: 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.

(In the case of Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of

,
and .

Dated this the _____ day of _____ 20

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

**EXHIBIT- 09: 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 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; (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.

EXHIBIT -10: FORMAT OF NET WORTH

A. The net Worth of Mr./Ms./M/s _____ for last Financial Year _____ is Rs. _____ (_____ in words) as per his/her/their books of Accounts.

(Note: Net Worth means sum total of paid-up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.)

Signature of Chartered Accountant Name:

Membership No.:

Seal:

EXHIBIT -11: DECLARATION
(To be given by tenderer on letter head)

Ref.: Tender for selecting a suitable bidder who can utilize the proposed warehousing facility as per the specifications given in the tender for utilization on long term dedicated Warehousing Basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Devanahalli, near Kempagowda International Airport, Bangalore-562110.

I/We hereby solemnly undertake that:

1. Whether your firm or any of its partner/company had been blacklisted by CWC, FCI or any Central / State Govt. / PSUs or Local Govt., Deptt/ Autonomous Body and is debarred from participation in the tender process as on last date of submission of bid?	Yes/No
2. Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last three years of Contract period by CWC, FCI or any other Public Sector/ Govt./Quasi Govt. Organization/ any other client. during the last three years as on the last date of submission of bid?	Yes/No
3. Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No/ Acquitted by Higher Court

Note- Strike off whichever is not applicable otherwise tenderer shall be ineligible.

Remarks

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre- qualification against same advertisement, please mention the name of the Firm/Firms.
5. I/We hereby solemnly declare that the Proprietor/one or more Partners/ Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).
6. Declaration of membership of any concerned Association. Give details if so;
Name & Address of the Association
Telephone/Fax No.

(Signature & Seal)
(Authorized Signatory)

EXHIBIT-12: CONFIDENTIALITY UNDERTAKING

Central Warehousing Corporation (CWC) have its Registered office at is willing to make available to M/s..... with its office at subject to the terms of this confidentiality undertaking, certain non- public information in respect of CWC.

Any such information and documents received and acknowledged by M/s.in this matter for service providing with CWC, is referred to in this undertaking as the ‘information’.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s..... will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s..... will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s..... will not use the information for any purpose other than for providing Services with CWC.

This undertaking will not apply to any information or material:

- a) Which is in the public domain without any breach of this undertaking.
- b) Which is already in M/s..... possession as on the date of this undertaking.

Bidder shall also be bound by the applicable regulations and company’s policies. This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for and on behalf of

M/s.

Authorized Signatory

Date:

Place:

(Name, designation and signature of authorized signatory)

EXHIBIT-13 COMPLIANCE TO BID REQUIREMENT

(To be digitally signed by the authorized signatory who is signing/uploading the Bid)

Ref.: Tender for Selecting a suitable bidder who can utilize the proposed warehousing facility as per the specifications given in the tender for utilization on long term dedicated Warehousing Basis at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162-163, Near Devanahalli International Airport, Bangalore-562110.

We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum/ corrigendum thereof (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 Technical bid and price bid as required under Clause 04 DESCRIPTION OF THE SELECTION PROCESS 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 bidder:

Name of the bidder:

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

The nature of our legal relationship with the Bidder/Bidding Company/Member Companies of the Bidding Consortium/Joint Venture is specified in the Tender, as per the requirements stated in the Tender.

3. We shall be jointly and severally liable and responsible for the due and faithful Implementation of all obligations of the Agreement with.

4. We therefore request to consider our strengths, our experience, and our track record as specified in the proposal pursuant to the conditions specified in the Tender, for the purposes of evaluation of the Tender.

For and on behalf of:

Signature:
(Authorized Signatory)

Name of the Person with designation:

EXHIBIT 15-: Checklist

Central Warehousing Corporation		
NoB-200/AIRPORT LAND/2021-22/		Dated:23.05.2022
CHECK LIST OF DOCUMENTS		
Tender for selecting a suitable bidder who can utilize the proposed warehousing facility as per the specifications given in the tender for utilization on long term dedicated Warehousing Basis at Central Warehouse .		
Name & Address of the Agency,		
S. No.	Type of Documents	Submission (Yes/No)
1	Exhibit-1: Covering letter	
2	Description of the bidder in Exhibit-2	
3	EMD as prescribed in the tender	
4	Processing Fee	
5	Power of Attorney in respect of the authorized signatory.	
6	Turnover: Audited Balance sheet and statement of Profit & Loss a/c for the preceding three financial year	
7	MoA and AoA in case of company/certified copy of partnership deed plus certificate of its registration with the Registrar of the firms plus current address of the firm and the full names & address of all partners of the firm.	
8	UNDERTAKING /CERTIFICATE (For not conflicting with the Business interest of CWC and in tandem with the Provisions of Warehousing Corporation Act 1962 & WC Rules 1963) EXHIBIT-06	
9	AFFIDAVIT for sole proprietary firm: EXHIBIT-07	
10	Bid consortium: Exhibit-9-amongst the member entities of a bidding consortium incorporating the principles (if applicable)	

11	Entire Tender Document	
12	Copy of Valid GST registration	
13	Copy of PAN card	
14	Format of Net Worth	

EXHIBIT 16-: Handing Over/ Taking Over of the Facility

The warehousing facility is located at Central Warehouse, KIADB Industrial Area, Hi-Tech Defense Aerospace Park, PLOT NO.162- 163, Near Devanahalli International Airport, Bangalore-562110.

The warehousing facility is handed over to the Second Party on the terms and condition of the agreement dated:_____executed between CWC and Second Party. The period of the agreement is 10 years w.e.f._____.

The detail of the area/facility handed over to the Second Party is furnished below:

Sr. No.	Particulars	Detail of Area	Remarks
1	Covered Area	300221 sq. ft.	
2	Mezzanine floor Area	49944 sq. ft.	(24972 sq. ft at each ground and first floor)
3	Parking Area	1000 sq. mt.	
4	Office Space / Bank space		
5	Exclusive Open space for storage other than road & circulating area (without erection of any structure)		
6	Exclusive space for Mobile Tower		
7	Exclusive space for ATM		
8	Exclusive space for Hoardings		
9	Exclusive space for Solar Power Plant on the Roof top		
10	Mezzanine Floor, to be built by Second Party a) First Floor mezzanine b) Second Floor mezzanine		

The detail and specification of the warehousing facility is as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith).

The storage space and other space have been given by CWC to Second party on license basis for the specified purposes i.e., usage of the licensed premises shall be in accordance with the Warehousing Corporations Act 1962, Rules/regulations/policies framed thereunder, governed by the agreement executed between CWC & KIADB and any other usage as mentioned in the agreement.

Handed Over By
ON BEHALF OF CWC

Taken Over By
ON BEHALF OF SECOND PARTY

EXHIBIT-17 : Performa for Bid Security Declaration

(On Letter Head of Bidder)

Whereas.....(name of agency) have submitted bids for (name of work).....

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order,

Or

- 2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee / security deposit before the deadline defined in the tender documents, I / we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order.

Signature of the contractor(s)
with stamp

VOLUME II

PROJECT INFORMATION

VOLUME-II: PROJECT INFORMATION

Name of Project: High rise multipurpose storage complex, Devanahalli

TABLE-1: DETAILS OF AREA

1	Plot Area	14.2 Acre
2	Actual Ground Coverage	50.70 %
3	Area detail of Warehouse	
3.1.1	Total covered area (Ground Floor)	300221 SQ FT
3.1.2	Total Mezzanine Floor area	49944 SQ FT (24972 SQ FT EACH FLOOR)
3.1.3	Scope for Other Mezzanine Floor (optional, Based on future requirement)	136700 sq. ft.
4.0	Total Area (on North-west Side) for installation of E&M facilities including setbacks and approaches.	40500 Sq. ft. for E&M Facility and Parking LT panel Room –1671 Sqm Pump Room-1315 Sqft Driver block cum Toilet-90 Sqm
5.0	Open Vacant Space for further construction as per requirement	88200 Sq ft.

Table-2: Major Specifications

1	Complex -	<ul style="list-style-type: none"> • 14.2-acre campus with 3-way gated entry facilitated with security watchtower on one gate. Campus is compounded with CC walls and high-quality concertina fencing. • 24 m wide approach road on southern side of Complex.
2	Warehouse Building with optimum international standards	<ul style="list-style-type: none"> • Building Plan Size Outer to outer-145.4 m (Width) and 192.4 m (Length in NS direction).

		<ul style="list-style-type: none"> • Height -12.5 m at eave and 16.125 m at Centre from FFL (finished floor Level).
3	Plinth Height	<ul style="list-style-type: none"> • 1200 mm above Road Level.
4	Building Intramural	<ul style="list-style-type: none"> • Mezzanine Floor at front end of the building (South side) in Two Story in Plan size of 145 m x 16 m for developing or building Office, Cafeteria, Conference Halls etc. as per requirement. • Toilet – 2 Blocks
5	Building Design	<ul style="list-style-type: none"> • Steel Structure Building (Pre-Engineered Building) designed as per latest codal provisions of IS 800, IS 1893, and IS 875, IS 456, AISI 2010 & National Building Codes. Structural roofing system adequate for solar panel mounting on Roof. • Warehouse-Ground Floor Loading- 6MT per SQM • Mezzanine Floor Loading- 5.5 KN per SQM.
6	Roofing	<ul style="list-style-type: none"> • High strength and long durable, Corrosion free Colour Coated Galvalume sheet.
7	Sky Light	<ul style="list-style-type: none"> • Through clear polycarbonate sheet in Side Wall Cladding.
8	Cladding	<ul style="list-style-type: none"> • Solid Masonry Up to 4 m from Plinth level and High strength and long durable, Corrosion free, Colour Coated Galvalume sheet in rest of height.
9	Flooring	<ul style="list-style-type: none"> • Tough and High strength Durable smooth VDC Flooring capable to sustain puncture load up to 9 MT due to Pallettracking. • Provision of foundation for installation of CC floored Mezzanine flooring system in future to meet the operational requirements.
10	Docking	<ul style="list-style-type: none"> • Two-way docking through Dock in -192 m Length on East side and 72 m Length on North Side. • Docking is equipped with Motorized Industrial Overhead Dock doors of size 2.40 x 3.00 m of reputed

		<p>make and Model and rolling shutters on East and North Side respectively.</p> <ul style="list-style-type: none"> • 3 m wide Docking Platform is equipped with Motorized Industrial radial <i>Dock Leveler of size 2.00 x 2.50 m</i> with Carrying Capacity of 6T point load (or uniformly distributed load 15T) of reputed make and Model.
12	Substation	<ul style="list-style-type: none"> • Separate Substation comprising Transformer of capacity 800 KVA along with other required accessories like RMU, GAS insulated VCB, HT metering Cubical etc. as per the specifications of the BESCO.
13	Electric Installation	<ul style="list-style-type: none"> • LT power distribution network is available around the building up to door points with 100A DB along with MCB's. • All safety measures including Lightning Arrestor (conductor) along with earthing system is available. • 4 nos. of High Mast of height 20m with suitable luminaries at four corners are available for illuminating all the area around the building. • Ready to use 200KVA Sanctioned power load from BESCO. • Party may enhance electric load from 200kVA up to 680kVA at their own cost if required for future enhancement. CWC will facilitate the sanctioning of load from BESCO, if required.
14	Power Backup	<ul style="list-style-type: none"> • Round the clock power supply is available with power back up facility by DG Set of capacity 250 KVA.
15	Firefighting System	<ul style="list-style-type: none"> • Wet Riser System type all around the building only alongwith Fire hydrants, Fire pump, Sprinkler Pump, Control Panel, Diesel Pump of designed size and capacity. • One Fire pump Room and fire water reservoir. • Internal Fire sprinklers, Fire detection system.

16	Underground Sump	<ul style="list-style-type: none"> • One Sump reservoir of 2, 50,000-liter capacity for domestic water storage and fire storage. • One sump of 2,00,000-liter capacity for rain water storage.
17	Water Supply	<ul style="list-style-type: none"> • Water supply needs to be procured by second party at their cost.
18	Sewage Treatment Plant	<ul style="list-style-type: none"> • 15 KLD- MBR Technology
19	Internal Roads	<ul style="list-style-type: none"> • 8 m wide- Cement Concrete Roads on periphery of Warehouse equipped with RCC Drains and High Mast Lighting for movement of Long Trailers. • Docking area Paved with heavy duty Cement Concrete upto 27 m width.
20	Parking of Lorry	<ul style="list-style-type: none"> • Open space for parking of lorry (1000 Sqm) is available. It can be extended by CWC based on specific requirement of Second party on actual cost basis (to be paid by Second party).
21	Other Vehicle Parking	<ul style="list-style-type: none"> • Parking with Shaded and Paved area for car and bike

- Internal electrical installation including Lighting arrangement inside the warehouse can be done as additional work on actual cost basis to suit the depositor's (Second Party) illumination requirement. Its cost should be borne by the Second party.
- Structural changes and changes in ambience including outer and inner paints, design is not permissible. However, provision is kept to build office, cafeteria, conference hall, AHU rooms, Control room etc. as per depositor (second Party) requirement. Depositors may erect /build these facilities over mezzanine floor them self under the information of CWC or otherwise CWC may develop them on additional cost on actual basis to suite the requirement of depositors (second party).

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