

E - TENDER DOCUMENT

FOR UTILISING WAREHOUSE ON DEDICATED BASIS AND RAIL SIDING FACILITY ON CO-USER PERMISSION BASIS at CENTRAL WAREHOUSE BASE DEPOT ANAND NAGAR, KHANDWA, MADHYA PRADESH

CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)

The Regional Manager (Bhopal)
Central Warehousing Corporation
Regional Office – Bhopal,
75 Arera Hills,
Near Kendriya Vidyalaya No. 1
Bhopal 462011.

Phone : 0755-2571275, 0755-2572224,
Email : rmbpl@cewacor.nic.in website: www.cewacor.nic.in

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 along with rail siding on co-user permission basis as per the specification given in the tender document on long term basis at its Central Warehouse, Khandwa as detailed below:

| | | |
|------------------------------|--|--|
| Scope of tender | Selecting a suitable bidder who is willing to utilize the proposed warehousing facility along with rail siding on co-user permission basis 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, Khandwa. | |
| Details of Proposed Facility | Approximate Area: - i. Covered space: 2,85,501 Square Foot ii Rail Siding: | |
| 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 17:00 hrs. on 09-10-2023 up to 15:00 hrs. on 05-11-2023 |
| | Last date and time of online bid submission | Upto 15: 00 hrs. on 06-11-2023 |
| | Pre bid meeting | 19-10-2023 on at 1400 HRS at CWC, Regional Office, Bhopal |
| | Last date for seeking Enquiries/ Clarifications | Upto 1700 hrs on 21-10-2023 at CWC, Regional Office, Bhopal |

| | | |
|---------------------|--|------------------------------|
| | | |
| | Date & time of online Technical Bid opening i.e., Step I | At 15 :30 hrs. on 06-11-2023 |
| | 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 | 120 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. | |
| 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 | Rs 7,88,000.00 to be paid through e-payment gateway of M/s ITI to Central Warehousing Corporation, Regional Office, Bhopal upto 15:00 hrs of 06-11-2023. | |

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 21.10.2023 to Regional Manager, CWC, Regional Office, Bhopal 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

No: CWC/ RO-BPL/ Buss./ Rail Siding Knw/ 2023-24

Date: 09.10.2023

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 next three (03) 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 Ranjeet Ranjan, 8839371175

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Email : rmbpl@cewacor.nic.in website: www.cewacor.nic.in

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, provisions of Indian Railways and Rules and regulations framed thereunder from time to time, the provisions of lease/sale deed agreement between CWC & Land Acquisition Officer, Collectorate Khandwa (State Govt. MP) and the terms and conditions of the allotment of the said land by Land Acquisition Officer, Collectorate Khandwa (State Govt. MP) 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.

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TENDER DOCUMENT CONSISTS OF TWO VOLUMES

VOLUME – I - DETAILS OF TENDER

(Contains 56 pages i.e., page No. 9 to 71)

VOLUME – II - PROJECT INFORMATION

(Contains 05 pages i.e., page No. 72 to 73)

VOLUME-I: DETAILS OF TENDER

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR UTILISING WAREHOUSING FACILITY ON DEDICATED WAREHOUSING BASIS AND PRIVATE SIDING ON CO-USER PERMISSION BASIS AT CENTRAL WAREHOUSE, KHANDWA, MADHYA PRADESH.

Details of Tender:

Sub: Selecting a suitable bidder who is willing to utilize the proposed warehousing facility on dedicated warehousing basis and private siding on co-user permission basis as per the specifications given in the tender (Volume -II - Project Information) and terms & conditions set out herewith in this tender document on long term Basis at Central Warehouse, Khandwa, Madhya Pradesh as set out in the e-Tender Notice dated 09.10.2023.

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 09.10.2023.

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 16. 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 alongwith co-user permission for rail siding as per the specifications given in the tender (Volume -II - Project Information) on long term Basis at Central Warehouse, Khandwa, Madhya Pradesh for a period of 10 (Ten) years.

This document is solely for use by the bidder(s) who are interested in participating in the bidding process. The document has been prepared to inform bidders and to encourage them to make their own evaluation of the proposed assets and facilities (as per specifications & details given in this tender document) available at the Central Warehouse, Khandwa, Madhya Pradesh. 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) and private siding on co-user permission basis(as per Indian Railways provisions) to provide seamless logistics & warehousing 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 along with co-user permission for rail siding at Central Warehouse, Khandwa Madhya Pradesh. The proposed land **measuring 46.80 Acres** is a part of Base Depot, Khandwa and is acquired from Land Acquisition Officer, Collectorate Khandwa (State Govt. MP) for development of Warehousing Facilities 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 ABC shall have to follow the Warehousing Corporation Act-1962 (WC Act. 1962), WDRA and other state /central Rules Regulations/ Railways /Customs/GST, 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

- (i) CWC may handover the warehousing facility consisting of ten (10) numbers of railfed warehouses i.e., Godowns/Warehouse Numbered from Sl. No. 1 to 10 (details/layout as provided at Annexure-I) along with co-user permission rights to ABC for utilizing private siding notified in the name of CWC on as is where is basis, after applying for Final NOCs for allowing co-user at private siding by Indian Railways Authorities. The handing over date of facility shall not be later than (07) days from the date of issue of CWC's communication to ABC allowing the co-user permission rights in the name of ABC by IR.
- (ii) 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.
- (iii) In case, CWC fails to hand over the facility to ABC as per point (i) due to unavoidable circumstances/due to any reasons, CWC may solicit the ABC's consent for extension of the period of validity and the ABC shall agree to consider such a request. The request and response shall be in writing. ABC's

acceptance to CWC's request for extension of validity shall not be permitted to modify his proposal in any other respect.

- (iv) In case, CWC fails to hand over the facility to ABC as per point (i) above due to unavoidable circumstances/due to any reasons even after the extension period mutually agreed by as defined at point (iii) above, no claim shall lie against the corporation on this account and ABC shall not be entitled to make any claim whatsoever against the corporation for compensation, revision of rate or otherwise.
- (v) CWC shall take the track fitness certificate from Indian Railways for the initial commencement of operations. However once facility is handed over to ABC it shall be responsibility of ABC to keep the track in fit to operate position during the currency of agreement.

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.

(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 10 railfed warehouses alongwith railway siding comprising of 2 functional rail siding (non-exclusive rights on co-user permission basis), each siding comprising 5 godowns across full length of railway line, as per the specifications & terms of usage given in the tender document and offered by CWC on as is where is basis. But the only part of the facility to the extent allotted / licensed under the agreement shall be under the domain of ABC and they shall be able to utilize to that extent only on licensee basis at Central Warehouse, Khandwa, Madhya Pradesh. The area & assets installed in the facility to be handed over shall be defined and made part of the agreement. The 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/handling/transportation/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, Bhopal 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) ABC:

The bidder(s), successful in terms of this tender enquiry who can take the proposed facility (in full or parts) as per the conditions / specifications given in the tender. 'ABC' 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./sqft: Area of the covered / open space in Square Foot.

(xiv) MGT: Minimum Guaranteed throughput of rakes at siding at CW-Khandwa.

3. INTRODUCTION AND BACKGROUND**3.1 Objectives of Inviting e-Tender:**

CWC proposes to enter into an Agreement for its proposed "facility" to utilize the proposed warehousing facility on dedicated warehousing basis and private siding on co-user permission basis as per the specifications given in the tender (Volume-II – Project Information), at Central Warehouse, Khandwa, with the interested eligible parties.

CWC's objective is to select an entity, which has the organizational capability to successfully run, manage and maintain the proposed warehousing facility/rail siding 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, however 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 16)

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.

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 warehousing area and fixed fee, variable fee & MGT for co-user permission for private siding (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:

Bidders is required to quote the rates for following:

- i. Covered space : in Rs. Per sqft per month

- ii. Co-User Permission for Rail Siding: monthly lumpsum fees
- iii. Variable Fee: Rs.per MT
- iv. Minimum Guaranteed Throughput (MGT): (no. of rakes) per annum

H1 shall be arrived based on rate quoted for Covered Space, and Rail Siding Co-user permission charges as detailed above (i) to (iv).

The party has to quote above/ below/ PAR estimated schedule of rates.

The bidder having quoted the most attractive commercial terms on the Total Quoted Amount (as defined herein, below) shall be ranked as H1, and subsequent bidders shall be ranked in order of their respective total quoted amounts shall be ranked as H2, H3, and so on subject to provision of Public Procurement Policies for MSEs-----.

Total Quoted Amount = [(Covered Area*Rate Quoted per sqft per month*12) + (MGT Committed *2500* Variable Fee Quoted) + (Quoted Co-User Permission Charges Per Month*12)]

Note: 2500 MT is Considered as the total load per rake for the sake of calculation only, to arrive H1 bidder.

In case bid values of two or more bidders are same, the highest bidder will be decided on the basis of turnover. The bidder having highest average turnover in last three years will become H1 (highest bidder).

5. PROCEDURE TO BE FOLLOWED

5.1 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

The Regional Manager (Bhopal)

Central Warehousing Corporation

Regional Office – Bhopal,

75 Arera Hills, Near Kendriya Vidyalay No. 1

Bhopal 462011.

Phone: 0755-2571275, 0755-2572224,

Email : rmbpl@cewacor.nic.in website: www.cewacor.nic.in

All queries that are received on or before 1700 hrs. on 21.10.2023 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 19.10.2023 at CWC, Regional Office, Bhopal.

Request for clarifications received after 1700 hrs. on 21.10.2023 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 as per the specifications given in Volume-II on as is where is basis. 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 and EMD as prescribed in the tender document.

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital 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, Bhopal 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:

A) Eligible Firms: Following firms with supporting documents mentioned against each shall be considered for pre-qualification:

| Category | Supported Documents |
|--|---|
| a) Individual | 1.PAN |
| b) Sole Proprietorship Firm | 1.PAN |
| c) Partnership Firm | 1.PAN 2.Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar 3.Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm |
| d) Company registered under Companies Act 2013 | 1.PAN 2.Memorandum of Association (MoA)/ Articles of Association (AoA) 3.Certificate of Incorporation 4.Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the company 5.Resolution of the Directors of the Company, permitting the company to enter into Agreement utilising warehouse on dedicated basis and rail siding facility on co-user permission basis at central warehouse base depot Anand Nagar, Khandwa, Bhusawal, Madhya Pradesh |
| e) Limited Liability Partnership (LLP) | 1.PAN 2.LLP Agreement 3.Certificate of Incorporation 4.Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the LLP. |
| f) Registered Society/Registered Trust | 1.PAN 2.Certificate of Registration 3.Memorandum of Association of Society/ Trust Deed 4.Rules & Regulations of the Society 5.Notarized or registered copy of Power of Attorney in favor of individual to sign on behalf of, and to create liability against the Society/ Trust |
| g) Consortium/Joint Venture | 1.Consortium/Joint Venture Agreement 2.Name and authorization of lead member 3.All relevant documents of Consortium/Joint Venture member's incorporation. (Note: On receipt of LOA, Consortium/Joint Venture shall |

have to convert into a legal entity i.e., Firm/ Company/ LLP within 60 days of issuance of LOA. Agreement shall be entered with the above legal entity only.)

B) Eligibility Criteria:

| 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. |
| 4 | Processing Fee | The fees to be paid through e-payment gateway and proof to be uploaded |
| 5 | Turnover: The Tenderer/ABC should have an average turnover of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs) during preceding three years i.e., FY 2020-21, 2021-22 and 2022-23. The Tenderer/ABC is required to submit audited Balance sheet and statement of Profit & Loss A/c for the preceding three financial years with the bid. | <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.</p> <p>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.</p> <p>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> <p>In case of an individual, single company or partnership firm, the minimum average annual turnover should be Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs) during the last three financial years i.e. (2020-21, 2021-22 & 2022-23). If the audited report of 2022-23 is not available, the audited report of 2019-20 will be taken into consideration.</p> <p>In case a number of companies form a consortium/JV for the purpose of bidding,</p> |

| | | |
|---|---|---|
| | | during the last three financial years (2020-21, 2021-2 & 2022-23), the total of minimum average annual turnover putting together should be Rs. 1,20,00,000/-(Rupees One Crore Twenty Lakhs) out of which the lead member's minimum average annual turnover should be minimum of Rs. 72,00,000/-(Seventy Lakhs). If the audited report of 2022-23 is not available, the audited report of 2019-20 will be taken into consideration. |
| 6 | Experience | <p>In case of an individual, single company or partnership firm, minimum average annual handling & transportation experience of 90,000 (Ninety Thousand) MT of rail/road based cargo or 36 rail rakes during any of the last three financial years (2020-21, 2021-22 & 2022-23)</p> <p>In case, a number of companies form a consortium/JV for the purpose of Bidding, the total of minimum average annual handling & transportation experience putting together should be 90,000 (Ninety Thousand) MT of rail/road based cargo or 36 rail rakes during any of the last three financial years (2020-21, 2021-22 & 2022-23) out of which the lead member's minimum average annual handling & transportation experience should be minimum of 54,000 MT of rail/road based cargo or 22 rail rakes.</p> |
| 7 | Description of the Bidder | Description of the Bidder as per the format specified in Exhibit – 2 |
| 8 | Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in EXHIBIT-08 under own digital signature. | 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. | Pre Contract Integrity Pact | EXHIBIT-15 |
| 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) |

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 to 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 ABC.
- 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 120 (One Hundred and Twenty) 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. 7,88,000/- (Rupees Seven Lakhs Eighty-Eight Thousand only) shall be paid in Indian Rupees only to CWC by the bidder 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. Payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number.

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 for a period of two 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 bidder shall be refunded/ adjusted against the payment due to ABC within 30 days after he executes the agreement and furnishes required irrevocable bank guarantee.

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next 05 (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 performance bank guarantee equivalent to 06 months warehousing charges along with applicable fixed and variable fee applicable for co-user operations, as per format specified at EXHIBIT-5
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 warehousing charges along with applicable fixed and variable fee applicable for co-user operations charges for 12 months for lock- in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank.
4. On issue of LOA (Letter of Award), the Consortium/Joint Venture entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the CWC before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated.

5. An agreement for use of warehouse on dedicated basis and rail siding facility on co-user permission basis, as per EXHIBIT-04 between CWC and successful bidder will be signed within seven (07) working days of the receipt of the security deposit/performance BG equivalent to 06 months' warehousing charges along with applicable fixed and variable fee applicable for co-user permission charges and additional Bank Guarantee equivalent to 12 months warehousing charges along with applicable fixed and variable fee applicable for co-user permission charges (in case of lock-in period only).
6. 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 A) WAREHOUSING CHARGES FOR COVERED STORAGE SPACE:

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

B) CO-USER PERMISSION CHARGES:

In return for the permission granted to the ABC under the contract as co-user of the private rail siding at CW-Khandwa, the ABC shall pay CWC a fixed amount for co-user permission charges as agreed, on monthly basis within 07 (seven) days of the date of issuance of bill along with applicable GST or any other tax in lieu thereof levied by Central/State Govt. from time to time.

C) VARIABLE FEE:

ABC shall pay the variable fee per Tonnage of cargo/goods handled at private siding for inward/outward rakes. In case ABC fails to achieve the MGT the shortfall of same shall be computed @ 2500 MT per rake and ABC shall be required to pay for the shortfall to CWC. ABC shall pay CWC the variable fee, on monthly basis within 07 (seven) days of the date of issuance of bill along with applicable GST or any other tax in lieu thereof levied by Central/State Govt. from time to time.

Note: The Variable shall be monitored on pro-rata basis of MGT vis-à-vis- Actual

Rakes handled, on monthly basis as per the Agreement. The differential amount between the actual payment made and the pro-rata MGT for every month, if any, will be payable by SAMO in the ensuing month. At the end of every Financial Year, final reconciliation will be carried out by CWC. ABC will be liable to pay the differential towards shortfall, if any, within the stipulated time.

7.2 ANNUAL ESCALATION:

The Amount to be quoted by the bidder as per 7.1(A), (B) & (C) shall be subject to annual escalation at the rate of 6% (six 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 & ABC. The annual escalation percentage will be uniform throughout the currency of the contract.

7.3 BANK GUARANTEE

7.3.1 The ABC shall deposit Bank Guarantee equivalent to six months warehousing charges and co-user permission charges within 30 calendar days of issuance of LOA. In case of JV/Consortium the BG is to be submitted within 30 calendar days of incorporation of legal entity as per provisions outlined at Clause 5.5 A (g) above.

ABC undertakes to renew/extend the said bank guarantee every year, thirty (30) days prior to its expiry, so that the bank guarantee remains valid throughout the Primary Term. The bank guarantee for the last year (whether 10th year or Notice Period, as the case may be) shall carry a validity of two years. In the event, ABC fails to remit and/or make payment to CWC on any account whatsoever, without prejudice to CWC's other rights, CWC shall be entitled to invoke and en-cash the said bank guarantee. In case of failure of the ABC to deposit the Bank Guarantee within 30 working days of letter of award (LOA), further extension of 15 calendar days can be given at the discretion of Regional Manager. However, the SAMO Operator shall pay simple interest @12% (twelve percent) per annum for the delayed period, on the amount of the Bank Guarantee required to be submitted, without prejudice to other rights and remedies and no further extension shall be allowed at any level and the letter of award (LOA) shall stand cancelled.

Bank Guarantee shall be refunded to the ABC on completion or termination of the agreement, provided the ABC clears all dues of CWC and No Dues Certificate is issued by the Warehouse Manager.

7.3.2 Additional security deposit

The ABC 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 warehousing charges plus co-user permission charges for 12 months for lock-in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank. The period of BG is from the date of starting of rent period till expiry of 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 ABC, within lock in period.

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

7.3.4 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 ABC 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 ABC 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 ABC as per terms & conditions stipulated in the Agreement i.e., Exhibit-04.

8. RENT FREE PERIOD FOR FIT OUT:

The ABC 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. ABC will leave repaired / upgraded godown/siding, in as it is condition unless otherwise as directed by the CWC.

9. RIGHTS AND OBLIGATIONS OF ABC:

A. PAYMENT OBLIGATIONS:

One of the key obligations of the ABC in the Agreement is timely accrual of

adequate revenue to CWC to meet the quoted 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, Labour Laws, 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 warehousing facility and its surroundings e.g., platform, circulation area etc. (under the domain of the ABC) shall be one of the key obligations of ABC.
- 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., under the domain of the ABC shall be got repaired and maintained by ABC. Expenses so incurred shall be borne by the ABC. The ABC shall handover all such infrastructure facilities in working condition at the time of completion/termination of the agreement.
- c) Railways siding expenses to the tune periodic expenses charged by Indian Railways shall be paid by CWC. However, in the event of any major upgradation or installation as mandated by Indian Railways from time to time shall be paid by CWC and shall be reimbursed by ABC within 15 days of making demand.

D. INSURANCE OF STOCK AND PROPERTY

- a) ABC shall make their own appropriate arrangements for comprehensive insurance of stocks received & 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) ABC 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 ABC 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 ABC 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 within legal framework to the ABC, without any liability of whatsoever nature including any financial liability.
- b) ABC 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 ABC.

F. SUBLETTING

The ABC is forbidden to sublet the facility (whole or partly) 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.

G. ALTERATION AND MODIFICATION

During currency of this agreement no alteration, modification or structural changes in the godown / rail siding / demised premises shall be undertaken by the ABC, without prior written permission of CWC. However, ABC 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 which shall not be reimbursed by CWC.

I. LOCK-IN PERIOD

- a) There is no lock-in period in this agreement. If ABC proposes to enter into lock-in period, the same shall be at the sole consideration of CWC to permit lock-in period demanded by the ABC. ABC cannot exercise the option to opt out of agreement within the lock-in period.
- b) CWC shall also not ask ABC to vacate the facility 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 ABC proposes to enter into lock-in period, then ABC shall submit an additional security deposit in form of Bank Guarantee equivalent to one year of warehousing charges, variable charges & co-user permission charges payable to CWC.
- d) If ABC abandons the facility and withdraws from the contract/agreement during this lock-in period, then CWC shall have a right to invoke and encash 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 ABC and initiate

appropriate proceedings to recover the due amount during the balance lock-in period.

J. ABC 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.
- v. "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Corporation, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- vi. "Obstructive practice": materially impede the CWC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the CWC's rights of audit or access to information.

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, obstructive, anti-competitive and coercive practices or default commitment under Confidentiality Undertaking as mentioned above, for the contract in question.

c) If at any moment, the bidder is found in breach as per clause 9(i-vi) above, CWC shall debar the bidder for a period of two (02) years.

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 ABC, 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 ABC.
- b) However, CWC, at its sole discretion can also permit execution of aforesaid facilities directly by the ABC 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 ABC alongwith applicable GST. If payment is made by the ABC, on behalf of CWC, necessary documentary proof of such payments will be submitted to CWC by the ABC 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 Bank Guarantee(BG). Any loss suffered by CWC on this account will be recovered from the ABC. 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 warehousing charges and other dues which may be recovered by sale of the goods deposited in the event of default on the part of ABC. ABC 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 THE 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 rail fed warehousing facility ALONG with the private rail siding as per the specifications given in the tender for utilization on long term Basis at Central Warehouse, Khandwa Madhya Pradesh.

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 120 (One Hundred and Twenty) 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, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments, etc. on behalf of the Bidder in respect of the Project.

For and on behalf of:

Signature/(s)

Name of the Person/(s):

(Authorized Signatory/Signatories):
Designation/(s):

| |
|---|
| EXHIBIT-2: 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 – 4: AGREEMENT**AUTHORISATION AGREEMENT FOR USE OF WAREHOUSE ON DEDICATED BASIS AND RAIL SIDING FACILITY ON CO-USER PERMISSION BASIS**

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

THIS AUTHORISATION AGREEMENT for use of warehouse on dedicated basis and rail siding facility on co-user permission 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 ABC" which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the ABC has requested CWC for providing warehouse on dedicated basis and rail siding facility on co-user permission basis at Central Warehouse, _____ for storage/handling of _____ (only the notified commodities under the Warehousing Corporations Act, 1962)/allowed by Indian Railways as per private siding noms belonging to the ABC or its clients as service provider (letter of authorization to be enclosed). In consideration of the ABC's tender submission dated -----CWC agrees to provide the storage space of _____square foot (sq ft) at Central Warehouse, _____ along with the co-user permission for private siding on the following mutually agreed terms and conditions and as per Volume-II (Detail in Project Information):

1) Period of Agreement

1.1) The ABC will utilize the warehousing/storage space of _____sq ft Covered space with co-user permission for private rail siding with an assured MGT of ----- rakes per annum for a period of _____ months/years w.e.f. _____. Additionally, CWC shall authorize the ABC as co-user for the private rail siding (subject to permission from IR). The storage space has been given by CWC to ABC 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 & -----and any other usage as mentioned in the agreement. The co-user permission under this agreement is granted subject to fulfillment and acceptance to the laid down provisions, rules, regulations of Indian

Railways.

1.2) A site plan is enclosed, as annexure---- to the agreement.

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 facility 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 alongwith 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 ABC. The ABC 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 ABC 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 ABC shall submit an additional security deposit equivalent to equivalent to one year of warehousing charges, variable charges & co-user permission charges for 12 months for lock- in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank.
- d) If the ABC abandons the facility and withdraws from the contract/agreement during this lock-in period, then CWC shall have a right to invoke and encash 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 ABC and initiate arbitration proceeding to recover the due amount during the balance lock-in period.

2) Warehousing Charges (as applicable)

2.1.a) The ABC shall pay the warehousing charges for Godowns/Warehouse Numbered from Sl. No. 1 to 10 on gross area basis as per details below:

| Services | Area in Sq. Ft | Rate/Sq. Ft /Month |
|---|----------------|--------------------|
| Warehousing Charges for Covered Storage Space | 2,85,501 SQ FT | |

2.1.b) The ABC shall pay the co-user permission charges as per details below:

| Services | Rate per month |
|----------------------------|----------------|
| Co-user permission charges | |

2.1.c) Variable Fee on the Cargo Loaded/Unloaded at Siding:

| Services | Charges/MT |
|---|------------|
| Variable Fee on Cargo Loading/Unloading to/from rakes at CWC siding | |

The aforesaid Warehousing charges/Co-user permission charges shall be subject to enhancement during the term of this Agreement at the rate of 6% (six per cent) every year applicable from the anniversary of this agreement. 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 ABC.

2.1.d) Minimum Guaranteed Throughput (Full length Rakes):

----- Rakes (Failing to achieve the MGT, ABC is liable to pay the Variable Fee on the Cargo Loaded/Unloaded at Siding for the shortfall rakes considering 2500 MT per rake)

For the purpose of counting of Actual Number of Rakes for throughput the below methodology shall be followed:

(i) (a) the rake entering in as loaded and going out as empty; (b) the rake entering in as empty and going out as loaded; will be counted once and variable amount on actual volume of cargo (in MT) loaded/unloaded shall be payable for the same;

(ii) For the rake(s) entering the Facility in loaded status and also leaving the Facility in loaded status, shall be counted twice for MGT calculation and variable amount on actual volume of cargo (in MT) loaded/unloaded shall be payable for the same;

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 ABC 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 ABC will leave repaired / upgraded godown, in as it is condition unless otherwise as directed by the CWC.

4) Bank Guarantee

4.1) The ABC has deposited Rs. _____ towards bank guarantee equivalent to six months' Warehousing Charges for Covered Storage Space & co-user permission charges.

4.2) Additional security deposit (if applicable)

The ABC shall deposit additional Security Deposit of Rs. _____ (Rupees in words) towards storage charges equivalent to the 12 months' equivalent to one year of Warehousing Charges for Covered Storage Space, variable charges & co-user permission charges (if there is any lock-in period in the agreement), as stipulated in clause 1.4 in the form of Bank Guarantee (BG) issued by

.....Bank. The period of BG is fromto CWC shall forfeit the additional Security Deposit to the extent of un-expired lock-in-period, in event of vacation by the ABC, 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 ABC 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 ABC 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 ABC 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 ABC 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 ABC 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 ABC or his employees or any other person on his behalf as a result of which the claim of CWC is rejected, ABC shall compensate the loss to CWC. The decision of the Regional Manager, CWC, RO, Bhopal in this regard will be final.

6) Payment terms

6.1) The payment of warehousing charges, co-user permission 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 ABC 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 ABC (Depositor).

6.2) Default in payment

In case payment is not made for a continuous period of two months (maximum) by the ABC 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 ABC or take control of their stock/operations, put CWC lock in the godowns/restrict access to siding in case ABC fail to make payment for a period of two (02) months.

7) Overall Supervision

The ABC shall ensure to carry on their transactions in the said godown/siding under the overall discipline of CWC and shall also abide by various laws of the land. The ABC will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The ABC shall also ensure that the load on the godown floor at any given time shall not exceed 6 MT per sqm. Railway operations to be performed as per the provisions specified by Indian Railways.

8) Compliance to prevalent laws

8.1) The ABC shall be required to take all the clearance/permission, etc., for storing/handling/transporting/other operations regarding the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same shall be borne by the ABC 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 within legal framework to the ABC, without any liability of whatsoever nature including any financial liability.

8.2) ABC 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 ABC.

9) Responsibility of stocks and Inventory

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

9.2) The ABC 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 facility including at the main gate shall be with CWC. CWC shall deploy security personnel as per its discretion. Any additional security required by the ABC shall be deployed by the ABC 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 ABC, 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 ABC.

11.2) However, CWC, at its sole discretion can also permit execution of aforesaid facilities directly by the ABC 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 ABC. If payment is made by the ABC, necessary documentary proof of such payments, made on behalf of CWC, shall be submitted to CWC by the ABC 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 ABC. But this should not hamper any installations/fixers of CWC or else the charges for repairs/replenish shall be payable by the ABC.

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

11.6) If ABC 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 ABC. All payments shall be made by the ABC 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 ABC.

12) Operational hours

12.1) CWC agrees to allow ABC 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) If required ABC may at its own cost create/install mezzanine floors in the covered storage space i.e., 10 railfed godowns, for which the ABC shall agree to

pay storage charges @50% of the Warehousing charges for Covered Storage Space applicable to the CWC (refer 2.1.a above).

13.2 If ABC is installing/creating additional Mezzanine they shall submit design and drawings for approval of CWC first and then only can start construction.

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 ABC'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 Warehousing Charges/Storage charges for the mezzanine floor (in case constructed by ABC) 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 ABC shall seek more time/inform Regional Manager in writing. Regional Manager will permit extension or cancellation of the project.

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

13.6 On completion of agreement period between CWC and the ABC, the mezzanine floor installed by the ABC shall not be allowed to be taken back by the Depositor.

13.7 The ABC 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 ABC itself.

14.2 At the time of seeking permission, ABC 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 ABC 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, ABC will submit an undertaking that in event of any damage

to warehouse, due to solar panel installation, ABC 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 ABC, 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, ABC 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. ABC shall not create any hindrance in works of CWC on the roof of such godown.

14.9 ABC shall furnish the BG/SD or other charges applicable for solar panel installation as per the prevailing policies/charges of CWC.

15) Creation of temperature controlled covered area

15.1 The ABC 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, ABC will hand over the covered space in its original condition i.e., prior to conversion/creation of CAT/CS. If the ABC fails to restore the same, restoration of the infrastructure will be done by CWC and the ABC shall pay warehousing charges for the period it required for getting into its original shape alongwith cost of such repairs.

15.3The ABC, 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 warehousing charges, prevailing under the agreement.

16) GST and other taxes

16.1) The ABC 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 ABC 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, KHANDWA, the same shall be borne / payable by the ABC without any demur.

17) Subletting

17.1) The ABC is forbidden to sublet the facility (whole or partly) 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.

18) Use of Space

The ABC 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 ABC, 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 ABC shall be solely responsible/liable for any liability for whatsoever arising on account of above provisions in Annexure-A.

19) Railway siding :

19.1) The rail siding at Khandwa shall remain under the ownership and control of CWC whereas, ABC shall have a right of permissive usage of the same from CWC.

19.2) The Co-user permission to ABC is granted by CWC on non-exclusive basis and CWC at all times reserves the right to handle it's own/third party cargo trains in way that does not affect the already planned rake placement/movement activities of ABC by giving at least 24-hours prior intimation.

19.3) CWC at it's own cost or on the specific request from ABC may convert the existing facility into GCT/PFT as per railway provisions. However, any sort of reimbursement shared by IR in such scenario shall be retained with CWC only and ABC shall make scheduled payments as per principal agreement.

19.4) Forwarding notes for booking of rakes shall be tendered by ABC in its capacity as co-user to siding and haulage charges, as applicable, for all movement to and from Khandwa including shunting/stabling charges/demurrage/wharfage etc. shall be paid to the Indian Railway by ABC.

19.5) It shall be the responsibility of ABC to get the operations carried out as per Railway norms and the liability in this regard shall rest with the ABC.

19.6) A certificate/confirmation from -----(Name of Jurisdictional Zone/Office) Railway to the effect that they have settled all dues with the Railways on account of freight siding, shunting and stabling charges shall be furnished by ABC to CWC on quarterly basis.

19.7) ABC shall be responsible for ensuring that all operations including handling for full train with brake van provided/positioned by them which is as per RDSO standards/requirement of the Indian Railway either prescribed under the Master agreement or under any applicable law or any other standard/rules.

19.8) ABC shall ensure that acceptance of concerned rail terminal operator either at Origin or Destination for rakes originating from or designated to CWC Khandwa must be available prior dispatch of trains to avoid any claim from Railway due to delay in obtaining such acceptance after dispatch of trains.

19.9) Co-user permission to ABC will be subject to the terms & conditions as specified in the Siding Agreement, signed between CWC and Indian Railways.

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 ABC, without prior written permission of CWC. However, the ABC may undertake whitewash /colour wash/ floor painting, 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 ABC 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 one-year advance notice or on payment of applicable charges for one(01) year i.r.o. Warehousing Charges for Covered Storage Space, Co-user permission charges & Variable fee on MGT in lieu thereof. However, in case breach of provisions/conditions of this agreement by the ABC, CWC can terminate this arrangement without resorting to 01 (one) year 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 ABC, where: -

- a) the ABC has breached any of its obligation(s) under the Contract, provided that, where remediable, CWC has notified the ABC of such breach in writing

and the ABC has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to CWC's reasonable satisfaction; or

the ABC is not ready to occupy the facility even after (07) days from the date of issuance of CWC's communication to ABC allowing the co-user permission rights in the name of ABC by IR i.e., time being declared essence of the agreement for occupying the facility by the commencement date; or

- b) the ABC fails to provide/maintain the Bank Guarantee (if applicable) as stipulated under this Contract;
- c) the ABC abandoning or unilateral withdrawal from the agreement.

21.3) Upon occurrence of ABC 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 ABC. Within 15 (fifteen) days of receipt of this preliminary notice for termination, ABC shall forward to CWC its proposal to remedy/cure the underlying Event of Default (the "ABC Proposal to Rectify"). In case of non-submission of ABC proposal to rectify within the stipulated period therefore, CWC shall be entitled to terminate this Agreement by issuing Termination Notice. If the ABC proposal to rectify is forwarded to the CWC within the period stipulated, ABC shall have further period of 30(thirty) days to rectify the default. If ABC 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 ABC 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 ABC 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 ABC.

21.7) In case, railways does not grant/withdraw co-user permission in favour of ABC, the Contract shall be liable to be terminated by CWC with immediate effect from the date of receipt of any communication to that effect from the railways. It is therefore, acknowledged by the parties that in the eventuality of railways terminating/suspending the siding operations, the Contract would stand terminated forthwith by CWC. CWC shall have no other financial implication whatsoever, in this regard.

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

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

22.2) In case the party fails to handover the facility (godown/rail siding etc.) in serviceable condition, the ABC shall pay for the same at double the actual expenditure incurred in making it serviceable.

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

22.4) If there is any damage to the facility (godown/rail siding etc.) handed over/demised premises due to the operation/regular working of the ABC, the ABC shall rectify the same and reinstate the facility (godown/rail siding etc.) to the initial condition at the time of its handing over, failing which CWC shall undertake the requisite work. The ABC 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 facility in respect of Warehousing Charges and other dues which may be recovered by sale of the goods deposited in the event of default on the part of ABC.

(ii) The ABC 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 ABC 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 ABC for the purposes of this clause.

25) Adherence to ISO standards

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

26) Cleanliness of Facility

The ABC will ensure proper disposal of the debris, garbage, discarded packaging material on day-to-day basis at their own cost. Further ABC shall be responsible for maintaining hygiene in the facility. If ABC 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 ABC.

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 ABC shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

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

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date 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:

- (i) In case, the Parties are unable to resolve any Dispute through amicable resolution as per provisions mentioned at Clause 28.1 above, either Party

shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.

- (ii) Any Party desirous of initiating arbitration shall give 15 days' notice to the other party of its intention ("Arbitration Notice"). Each Party shall, within 15 days of the receipt of the Arbitration Notice, shall respond to the same as per the provisions contained in following paras.
- (iii) In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties.
- (iv) In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.
- (v) The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at DELHI.
- (vi) The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator call upon the party to file its claim.
- (vii) The Contractor shall be obliged to continue to provide the Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.
- (viii) The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- (ix) The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause shall survive the expiry or termination of the Contract.

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: _____, 2023

Dear Sir/Madam,

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

Ref: Authorized Agreement for use of warehouse on dedicated basis and rail siding facility on co-user permission basis dated _____ 2023 (the 'Agreement')

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

We acknowledge that the ABC and its affiliate, group companies or associate companies domiciled in India may use demised premises for business purposes. We also acknowledge that the ABC 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 ABC 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 ABC and its affiliate, group companies or associate companies domiciled in India or for warehousing, storing, handling, packing and shipping goods owned by the ABC's affiliate, group com 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 ABC 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

Note:-

To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.

The expiry date of the BG shall be 60 days beyond the date of expiry of the contract.

The date of expiry of claim period shall be 06 months beyond the date of expiry of the BG.

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:

MT760 COV for issuance of bank guarantee.

MT767 COV for amendment of bank guarantee.

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

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

Bank Guarantee submitted without these details shall not be accepted

BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.)

This Deed of Guarantee made this _____ day of _____ between _____
(Name of Bank)

having its registered office at _____ (Place) and one of its local offices at _____ (hereinafter referred to as the "Surety"), in favour of Central Warehousing Corporation, a statutory corporation established under the Central Warehousing Corporation Act,1962, having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 (herein after referred to as "CWC").

WHEREAS M/s _____ (hereinafter referred to as "Supplier") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the agreement at _____ (name of the Region)

WHEREAS the Supplier as per Clause No. 7 of the Contract has agreed to furnish a Bank Guarantee for Rs. _____.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Bidder to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the Supplier, the said amount of Rs.____ (Rupees _____).
2. The Surety agrees that CWC, at its option, shall be entitled to enforce this bank guarantee against the Surety as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security of other guarantee that CWC may have in relation to the Supplier's liabilities.
3. The Surety guarantee and undertake to pay to CWC within two (2) business days after receipt by CWC, of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of INR _____ (in words) without any demur, reservation, recourse, contest or protest and without any reference to the Supplier. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal.
4. For the purposes of Clause 3, "business day" means a day on which commercial banks are open for business in [mention city of the bank branch].
5. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the Surety. The bank guarantee shall not be discharged by any change in Surety's constitution, constitution of CWC or that of the Supplier or change in appropriate laws.
6. The Surety agrees that CWC shall have the fullest liberty without the Surety's consent and without affecting in any manner, Surety's obligations hereunder to vary any of the terms and Conditions of Contract or to extend time for performance of the Contract by the said Supplier and to enforce, or to forbear to enforce any of the terms and conditions relating to the Contract and the Surety shall not be relieved from its liability by reason of any such variation, or extension being granted to the Supplier or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the Supplier or any such matter or thing whatsoever which under the Applicable Laws may, but for this provision, have effect of relieving the Bank.
7. The Surety hereby agree and acknowledge that this guarantee is irrevocable and shall remain in full force till it is fully and finally discharged by CWC in writing or [insert date] whichever is later, and all dues of CWC under or by virtue of the Contract have been fully paid and all its claims satisfied or discharged.

8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Courts at New Delhi.

9. All charges, fees, commission and other costs shall be to the account of the Supplier. Failure of the Supplier to make such payments shall not in any way affect the Surety's obligation under this bank guarantee and CWC shall be paid the money due to it under this bank guarantee without any deduction.

10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.

11. Notwithstanding anything contained hereinabove: Surety's liability under this bank guarantee is limited to INR _____ (in words) and Bank's guarantee shall remain in force until [insert date]. Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.

Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.

The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Cover message for this Bank Guarantee has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through Structured Financial Messaging System (SFMS).

In witness whereof, the Surety through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution].

(Signature)

Full name and official address
with bank stamp

Attorney as per power of
Attorney No.....
Dated

(Signature)

Full name and official address
with bank stamp

WITNESS No. 1

WITNESS No. 2

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

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

.....

DEPONENT

Place: Date:

VERIFICATION

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

DEPONENT

Place: Date

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-Khandwa, Madhya Pradesh.

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 alongwith private siding co-user permission as per the specifications given in the tender for utilization on long term dedicated Warehousing Basis at Central Warehouse-Khandwa, Madhya Pradesh.

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.

**EXHIBIT 14--: FORMAT OF THE LETTER OF COMMITMENT FROM
CONSORTIUM/JOINT VENTURE PARTNERS**

(The Letters of Commitment are to be submitted by each of the Promoters/Affiliates of the Bidding Party/Company/Member Companies of the Bidding Consortium/Joint Venture whose strengths are to be considered for calculation)

The Regional Manager,
Central Warehousing Corporation,

Dear Sir,

Sub.: Tender for Selecting a suitable bidder who can utilize warehouse on dedicated basis and rail siding facility on co-user permission basis at Central Warehouse-Khandwa, Madhya Pradesh.

This has reference to the Tender being submitted by _____ (name of the Lead Member), in respect of the _____ venture, in response to the tender for appointment of _____, _____. The tender document has been downloaded by us on _____/issued by the Central Warehousing Corporation on _____.

We hereby confirm the following:

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

- The "Tender" document issued by
- All subsequent communications between and the Bidder, represented by _____ (name of the Lead Member) if any;
- (The MOU signed between/among _____ (name(s) of member Companies); and
- The tender being submitted by _____ (name of the Lead Member).

2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Contract as specified in the Tender. If _____ (name of the Bidder/ Bidding Company /Bidding

Consortium/Joint Venture) is awarded the Contract, we shall perform our role as outlined in the Tender to the best of our abilities.

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 FORMAT OF PRE CONTRACT INTEGRITY PACT |
|---|

(On Stamp paper of appropriate value)

General

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

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

[1] Commitments of the Corporation

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

implementation process related to the contract.

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

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

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

[3] Commitments of BIDDERS

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

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

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

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

[3.4] The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

[3.6] The BIDDER shall not use improperly, for purposes of competition or personal

gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

[3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

[4] Previous Transgression

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

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

[5] Sanctions for Violations

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in

- connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

[5.1] The CORPORATION will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

[6] Fall Clause

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

[7] Independent Monitor

[7.1] The CORPORATION has appointed Independent Monitors (hereinafter referred to as

Monitors) for this Pact in consultation with the Central Vigilance Commission, New Delhi.

- [7.2] The CORPORATION has appointed Sh. Sudhanshu Sekhara Mishra, Email – ssmishra.995@gmail.com and Sh. Rajni Kant Mishra, Email rkmishraips84@gmail.com as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- [7.3] The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- [7.4] The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- [7.5] Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- [7.6] As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.
- [7.7] The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- [7.8] The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- [7.9] The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

[8] Facilitation of Investigation

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

[9] Law and Place of Jurisdiction

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

[10] Other Legal Actions

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

[11] Validity

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

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

[12] The parties hereby sign this Integrity Pact at _____ on _____

| Corporation | Bidder |
|---------------------------------|---------------------------------------|
| Name of the Officer:- | Name of Authorized Signatory:- |
| Designation | Designation |
| Signature & Stamp: - | Signature & Stamp: - |
| Signature and Name of Witness 1 | Signature and Name of Witness 1 |
| Signature and Name of Witness 2 | Signature and Name of Witness 2 |

VOLUME II
PROJECT INFORMATION

VOLUME-II: PROJECT INFORMATION

| 1. | Particulars | Specifications |
|-----------|---|-----------------------|
| (a) | Total Area of proposed facility Including Warehouses/Rail Siding{Area Earmarked In Red Colour in Attached LOP} | 543154 sqft |
| (b) | Length of railway tracks | 853 meter |
| (c) | Covered Area of 10 Railfed Warehouses{ Godowns/Warehouse Numbered from Sl. No. 1 to 10 as per LOP} | 285501 sqft |
| (d) | Common Road Area/Peripheral Area from the proposed facility to main gate and surrounding the 10 Railfed godowns{Area Earmarked Between Red line and Magenta Line} | 183921 sqft |

Note: The successful bidder, ABC, will be granted exclusive rights to item 1(c) i.e. ten (10) rail-fed godowns(Godowns/Warehouse Numbered from Sl. No. 1 to 10 as per LOP attached) with a total area of 2,85,501 sqft. However, it is important to note that the item 1(b) i.e. rail siding access to ABC is provided on a co-user access basis only. This means that ABC does not have exclusive control over the rail siding. Additionally, the item 1(a) and 1(d) excluding 1(c) i.e. common peripheral area surrounding the godowns and the approach road from the main gate will be accessible to ABC for vehicle movement, docking, and related activities, but these areas are not exclusively reserved for ABC's use. ABC shall be responsible for ensuring that its operations in the common road and peripheral area do not disrupt the operations of other parts of facility.

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Annexure-I

