



No: CWC/RO-Blr/Marketing/EV-PCS/EOI/2024-25/

Dated: 19.07.2024

EXPRESSION OF INTEREST

Sub: Proposal for offering open space for Public Charging Stations (PCS) and charging infrastructure for Electric Vehicles (EV) in the state of Karnataka.

Central Warehousing Corporation (CWC) is a Govt. of India Undertaking, and a corporation established under the Warehousing Corporation Act, 1962. CWC is a premier Warehousing Agency in India providing warehousing and logistic support services to diverse group of users of such services. CWC has been operating agri-warehouses, Customs Bonded Warehouses, Container Freight Station (CFS), Inland Container Depot (ICD), Integrated Check Post (ICP), Rail Terminals across the country. CWC also offers value added, pest control and food grain preservation services to its customers.

CWC is interested to offer open space at central warehouses in the states of Karnataka for setting up Public Charging Stations (PCS) and charging infrastructure for Electric Vehicles (EV).

In this context, CWC hereby invites Proposal from the interested and eligible parties who intends to operate Public Charging Stations (PCS) (Guidelines will be as per Ministry of Power Circular Dated 14-01-2022, Sub: Charging Infrastructure for Electric Vehicles (EV) - the revised consolidated Guidelines & Standards-reg.)

Interested parties are advised to send their proposal in following formats:

1. Name of the bidder:
Address details:
Email:
Contact No.:
2. Brief details about Existing Business:



Sr. No	Location	District	Coordinates	Floor Price (Rupees Per kwh)	Rate in Rs. /kwh (Excl. GST and Other Taxes)
1	CW-Aerospace Park	Bengaluru	13.1517032215061, 77.7135913614903	1.1/kwh	
2	CW-Belagavi	Belagavi	15.884867, 74.506249	1.1/kwh	
3	CW-Bidar	Bidar	17.9161935164539, 77.4580032883837	1.1/kwh	
4	CW-Davanagere	Davanagere	14.458056, 75.933972	1.1/kwh	
5	CW-Dharwad	Dharwad	15.5205977408328, 74.9132548958393	1.1/kwh	
6	CW-Gadag - I	Gadag	15.419648, 75.639871	1.1/kwh	
7	CW-Gadag - II	Gadag	15.4631074, 75.6719482	1.1/kwh	
8	CW-Gulbarga - I	Kalaburgi	17.3537220471991, 76.8437737728087	1.1/kwh	
9	CW-Gulbarga - II	Kalaburgi	17.3293162028765, 76.7970764655433	1.1/kwh	
10	CW-Hubballi	Dharwad	15.3928829328353, 75.1124866418547	1.1/kwh	
11	CW-Mannagudda	Mangaluru	12.8820483586586, 74.8355421153844	1.1/kwh	
12	CW-Nargund	Gadag	15.70952, 75.385844	1.1/kwh	
13	CW-R V Layout	Bengaluru	13.028603, 77.545495	1.1/kwh	
14	CW-Sedam	Kalaburgi	17.183622, 77.282452	1.1/kwh	
15	CW-Shikaripura	Shivamogga	14.26175, 75.360706	1.1/kwh	
16	CW-Soundatti	Belagavi	15.773457, 75.114619	1.1/kwh	
17	CW-Tumakuru	Tumakuru	13.385006, 77.101387	1.1/kwh	

Remarks: The Quoted Rates shall be escalated annually as per the prevalent policy of CWC.

Proposals will be considered on the bidding basis over and above the floor price of each location. CWC reserves its right to reject all the bids/proposals without offering any reason thereof. Interested parties Bidder must send their proposals through email at bangalore.marketing@cewacor.nic.in enclosing all the requisite documents **on or before 04.08.2024 17:00 Hrs.** The proposals received shall be scrutinized and final outcome, if any shall be intimated to the concerned at their notified address/e-mail.

75
आज़ादी का
अमृत महोत्सव



केन्द्रीय भण्डारण निगम
(भारत सरकार का उपक्रम)
CENTRAL WAREHOUSING CORPORATION
(A Government of India Undertaking)
जन-जन के लिए भण्डारण / Warehousing for Everyone



For Further details please contact:-

Sh. Kunal Sridhar, Regional Marketing Head
Mob:- 8879295389
Email id:- bangalore.marketing@cewacor.nic.in

Regional Manager
CWC RO Bengaluru

पता: एल एफ-10, सर्कुलर रोड, सरस्वतीपुरा, आरबीआई क्वार्टर्स के निकट, नंदिनी लेआउट, बेंगलुरु, कर्नाटक-560096/
Address: LF-10, Circular Rd, Saraswathipura, Adjacent To RBI Quarters, Nandini Layout, Bengaluru, Karnataka 560096
फोन नंबर/ Phone no. 080-22220820, 22231803, 22233111, 2222206, फैक्स/ Fax- 080-22216885
ई-मेल / Email: buss.cwblr@cewacor.nic.in/ rmbblr@cewacor.nic.in, वेबसाइट/Website: www.cewacor.nic.in

Model Agreement between Central Warehousing Corporation and Charge Point Operator (CPO) for deployment of Public EV Charging Stations

This agreement is entered into this day of <YYYY> at..... , India.

BETWEEN

THIS AUTHORISATION AGREEMENT for use of open space on dedicated 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 Charger Point Operator or CPO" which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the Charger Point Operator (CPO) has requested CWC for providing open space at Central Warehouse, _____ for establishment, setting up and operation of EV charging station belonging to the CPO or its clients as service provider (letter of authorization to be enclosed). In consideration of the CPO's request vide their letter dated -----,CWC agrees to provide the storage space of _____square meter (sqm) at Central Warehouse, _____ on the following mutually agreed terms and conditions and as per following site plan:

Site Plan –

Covered Space		Open Space	Bound by
East	West	North	South

AND

M/s. <Name of CPO>a Company registered under the 1956 Act, having its registered Office at <CPO registered address> (hereinafter referred to as "<CPO>" which expression shall mean and include its successor(s), administrator(s) and assigns) of the **SECOND PART.**

<LAND OWNING AGENCY> and <CPO> are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. <CPO> intends to establish, setup and operate Charging Point(s) (*defined herein below*) for charging of electric vehicles at identified sites operated by Central Warehousing Corporation and Central Warehousing Corporation intends to grant permission to <CPO NAME> to set up Public EV Charging Stations at selected sites in (hereinafter referred as "**Public Charging Station Locations/ SOL**") and manage the same at Central Warehousing Corporation sites on mutually agreed terms and conditions outlined in this Agreement.
- B. In consideration of the above, this Agreement sets out the intent of the Parties in relation to the said proposal.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement, the Parties hereby agree as follows:

1. Definitions

The following capitalized terms wherever used in this AGREEMENT shall have the meanings given hereunder:

“**Public EV Charging Stations(s)**” means a device or station that supplies power to charge the batteries of an electric vehicle;

“**CPO**” mean Charger Point Operator.

“**AC**” shall mean Alternating Current Charging;

“**DC**” shall mean Direct Current Charging;

“**GST**” shall mean Goods and Services Tax;

“**Installation Work**” means the construction and installation of the Public Charging stations and upstream supply, (if required) System and the operation and maintenance thereof, all performed by or for <CPO NAME> at the identified site.

“**KW**” shall mean rating of public EV Charger;

“**Operating Cost**” shall include direct electricity energy charge payment through payment gateway service provider appointed by <CPO NAME>, salary of supervisor or equivalent level person designated for managing the backend system, salary for semi-skilled/ skilled workers appointed by <CPO NAME> for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT System cost and customer support;

“**Projects/ Charging Locations** shall have a meaning ascribed in above Recital hereof;

“**SOL**” means sites owned and/or operated by Central Warehousing Corporation.

“**Term**” shall mean _____ months/years with Annual Maintenance Cost (AMC) starting from the handing over of demised premises in the identified locations to the CPO by CWC.

“**Date of Handing over**”: DD/MM/YYYY

“**System**” includes the Charging Points, assemblies, converters, switches, wiring devices and wiring, and all other material/civil works comprising the Installation Work.

2. Proposal

- a. M/s CPO Name has proposed to establish and operate up to _____ no. of Public Electric vehicle Charging Point(s) at SOL owned and/or operated by Central Warehousing Corporation. For Setting up of such Public EV charging stations by M/s CPO, Central Warehousing Corporation would provide the required open space of about _____ Sq. mtr. for a period of _____ months/years w.e.f. _____ within the premises of the identified locations subject to feasibility in order to develop the required infrastructure for charging of electric vehicles.
- b. The CPO is keen to set up, install and operate Public EV Charging Locations at <Location Address> and may discuss further expansion at other locations, at the sole discretion of Central Warehousing Corporation.

- c. The Parties shall jointly select the identified locations based on availability of space and feasibility of operation of the Public Charging Stations without affecting regular operation of the identified locations.
- d. M/s <CPO NAME> agrees to establish, setup and operate nos. of charging points at each public charging station. The Charging Station shall have chargers in accordance with Guidelines notified by the Ministry of Power. The charging infrastructure so installed shall comply with the Government/Ministry of Power guidelines and regulations for performance, safety & quality from time to time.
- e. M/s <CPO NAME> agrees to invest in setting up and operating the public charging stations including separate power connection, transformer and meter, if required, at its own cost, and shall upgrade and refurbish the Public Charging Stations, in line with the technology advancements and business needs, from time to time. The cost of electricity including surcharge, duty, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by M/s <CPO NAME>.
- f. The Parties agree that the Public Charging Stations may be operated through a cloud-based solution technology developed and owned by M/s <CPO NAME> and manpower deployed at the identified locations by M/s <CPO name>.
- g. The Parties agree that all applicable statutory approvals/ permissions from the respective authorities for the Public Charging Stations shall be procured and obtained by M/s <CPO NAME>. CWC shall provide all assistance to M/s <CPO NAME> to enable M/s <CPO NAME> to obtain the consents, clearances and permits, and the governmental approvals in a timely manner in connection with the Project. Further, CWC agrees to assist in obtaining separate power connection or enhancing the power supply at each location, if required by M/s <CPO NAME> in connection with the Project.
- h. M/s <CPO NAME> shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of Public EV charging stations at SOL. CWC hereby grants to M/s <CPO NAME> a right, co-terminus with the term to ingress and egress the location and access to electrical panels and conduits to interconnect or disconnect the System with the SOL electrical wiring.
- i. Safety is of paramount importance and M/s <CPO NAME> shall take all safety precautions in connection with the setting up and operation of the Public Charging Stations to ensure safety to the user. CWC agrees to ensure to provide safe and secure environment to install and operate the System. In the event of any damage to CWC facilities, property due to any fault in the M/s <CPO NAME>'s equipment, M/s <CPO NAME> will be liable to make good the losses to CWC for the same. CWC shall be responsible for the loss incurred by M/s <CPO NAME> limited to Public Charging Stations and established infrastructure due to gross negligence or willful default on the part of CWC or their employees.
- j. CWC agrees and confirms that the Public Charging Locations (including the unfettered access to the identified space for the respective CWC land) shall be free from encumbrances or hindrances, and if during the installation and operation period, the same is identified by M/s <CPO NAME>, then CWC shall remove the encumbrance or hindrance or provide suitable space for the System within the same location at the cost and expense of CWC with immediate effect.

- k. The Parties agree to jointly undertake the planning, design, setting-up and implementing the Projects/ Public Charging Stations at the respective CWC locations. The Parties, *inter-alia*, agree to ensure; (a) Planning and designing the charging infrastructure in relation to the Projects; (b) Investment in the Projects by M/s <CPO NAME>; (c) Operating and maintaining the Projects by <CPO Name>; and (d) Managing the Projects using cloud-based solution system software.
- l. CWC shall not directly or indirectly cause, create, incur, assume, or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of M/s <CPO NAME> and shall not attach to or be deemed a part of, or fixture to the CWC. Neither CWC nor its lessees or tenants or any other Person shall have any right, benefit, or interest in the Project.
- m. CWC shall provide sufficient space at the provided location for the temporary storage and staging of tools, materials, equipment and facilities reasonably necessary during the Installation Work, or Project removal, and access for rigging and material handling. Storage Charges for the such space shall be paid by M/s <CPO NAME> at the prevailing tariff of the centre/location.
- n. Wherever separate power connection to Public EV Charging Stations is not mandated/ not provided, CWC shall provide required power to M/s <CPO NAME> for the maintenance and operation of its System at the rate CWC is paying to the distribution utility at the relevant SOL and M/s <CPO NAME> shall reimburse the same to CWC on actuals. If due to their use of 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 CPO. In case, it requires additional transformer or any expenses for providing the power, the same shall be incurred by M/s <CPO NAME>. In the event of the Govt. announcing a policy for subsidized power charges for EV charging stations, then M/s <CPO NAME> shall make necessary arrangements including separate meter and approvals as required at their own cost to avail the lower tariff.
- o. Any other activities considered necessary for setting up Public Charging Stations for electric vehicles at provided locations or other suitable locations on mutually agreed covenants/commercial arrangements, which are not specifically set out herein, but which may be identified at a later date, shall be included by mutual discussion and consent of Parties.
- p. The number of identified locations considered for Public EV Charging Stations would not be a binding number and could be amended seeing the potential, increase in business volume, less vehicle turnaround etc., if any.
- q. The number of Public EV Charging Stations in a cluster would be tentative and could increase / decrease subject to joint agreement between CWC and M/s. <CPO NAME>. The addition or deletion of EV Charging Stations could be subsequently conveyed to each other in writing.
- r. In case the boundary wall or any other construction of CWC is to be dismantled partially/completely for the purpose of setting up and installation of EV charging station by M/s. <CPO NAME> at a mutually identified location in the warehouse with the permission of CWC, the same shall be undertaken by the M/s. <CPO NAME> at its own cost. After expiry of the agreement or early termination, M/s. <CPO NAME>. shall be responsible for restoring the demised premises in the same

condition, in which, the same was existed at the time of execution of the Agreement/ handing over to M/s. <CPO NAME>.

- s. M/s. <CPO NAME> shall ensure that the development and maintenance of infrastructure for setting up and operation of EV charging station shall be undertaken in an appropriate manner to avoid trespassing, intrusion or any other activity compromising the safety & security and interfering the operations of the CWC warehouse throughout the tenure of agreement.
- t. Branding: M/s. <CPO NAME> shall do adequate branding of the venture so as to create positive long-term association, market penetration, to create synergies based on unique strengths of each parties/brand, gain market share and increase revenue and also to boost the reputation of the parties in this project.
- u. M/s <CPO NAME> shall ensure that the operations/activities undertaken and the ingress and egress of vehicles to EV charging station set up and operated by CPO shall not hamper/hinder/interfere with the day to day operations and business of warehouse/CWC.

3. Payment of License Fee, Billing Cycle, raising of invoices, release of payments, security deposit etc.

- (a) M/s. <CPO NAME> to pay CWC Rs. xxx/kWh for the billed units from charging business (which shall be ₹ 1.0 / kWh in case of such CPO being a Government/Public Entity or at discovered price through bidding with floor price of ₹ 1 / kWh in case CPO being a private entity of billed units(kWh) from charging business), subject to minimum license fee/storage charge in accordance to prevailing open area tariff for the area utilized by the CPO at the respective centre of CWC starting from the commencement of the agreement, to CWC within ...10... days after end of each month/raising of bill towards the same by CWC. GST or any other tax in lieu thereof levied by the Central/State Government on the same as applicable from time to time, shall be payable extra by the Second Party.
- (b) It is also agreed that such bills would be submitted to the M/s. <CPO NAME> by the Warehouse Manager, CWC, on or before the 3rd day of succeeding month i.e. bill for the month of April 2023 will be raised on or before 3rd day of May 2023. In case the payment is delayed or not made within 10 (ten) 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 M/s. <CPO NAME>.
- (c) For the purpose of payment of applicable licensee fee, M/s <CPO NAME> shall furnish the complete details of accounting of the billed units to CWC for transparency and shall be governed by confidentiality under this Agreement.

M/s <CPO NAME> shall promptly pay the bill on monthly basis within 10 days of demand for electrical energy consumed for charging electric vehicles at the said locations as per actual minimum charges /as per actual. The charges should be paid to the CWC till such time a separate meter is obtained in the name of <CPO NAME>.

After obtaining a separate meter in the name of <CPO NAME>, the electricity charges shall be directly paid by <CPO NAME> based on the electrical energy consumed for charging EVs at each SOL. Dispute resolution mechanism of

electricity bills, if any, to be taken up with relevant Discom with support from CWC.

- (d) M/s.<CPO Name> shall deposit in advance Security Deposit equivalent to three months storage charges for each location based on the open area storage charges of respective centers. The Security Deposit shall be refunded to the CPO on completion or termination of the agreement, provided the CPO clears all dues of CWC and No Dues Certificate is issued by the Warehouse Manager. CWC shall be at liberty to recover any due amount, from the security deposit or any additional security deposit, on termination of contract or during the period of contract, irrespective any other remedy available to CWC under the law. The Security Deposit shall not carry any interest.
- (e) In case payment is not made for a continuous period of two months (maximum) by the CPO, it shall be treated as breach of agreement and agreement shall stand terminated and CWC shall have the right to stop the operations of the EV charging station operated by the CPO or take control of the machines/equipments installed/operated by the CPO, put CWC lock in the demised premises in case CPO fail to make payment for a period of 2 months.

4. Payment of Taxes

M/s <CPO NAME> shall pay all the statutory levies and taxes imposed by the Government or any other authorities present or future on the operation of EV charging stations. Further, M/s <CPO NAME> shall also pay to CWC increase in the taxes and/or any levies on the land area used specifically for Public EVcharging station, by any local authority including Municipal corporation/municipality/gram panchayat or any other statutory authority or by the government except property tax. CWC shall pay property tax.

5. Insurance

M/s <CPO NAME> shall at all times and from time to time at its own cost and expense take out adequate and proper insurance during the continuance of this agreement from a well reputed insurance company against all risks including third party risk to persons and properties, fire and explosion risk and riot risks etc. covering operation of the Public Charging stations installed at SOL. The CPO shall endorse the location of CWC warehouse to protect the interest of CWC and shall provide copy of insurance policy to CWC every year after renewal. CWC shall not be responsible to make good any losses/damages to goods and the other items and / or persons. The CPO 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.

6. Standard Indemnification

Each party (indemnifying party) agrees to indemnify, defend and hold the other party (indemnified party) harmless from and against:

- a. Any third party claim (including intellectual property infringement claim), liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense

(including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner solely attributable to any failure of the indemnifying Party to perform its obligations described hereunder, gross negligence or willful misconduct in the fulfillment of its obligations hereunder or for infringing the intellectual property rights of any third party.

- b. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character arising from claims or sanctions or penalties imposed by any regulatory authority for failure by a Party or any of its respective officers, directors, employees, servants, sub-contractors or agents to comply with any applicable laws, rules and regulations.
- c. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character with respect to any damage to or loss of property of a third party arising out of acts or omissions by a Party or any of its respective officers, directors, employees, servants, sub-contractors, or agents in the performance of its obligations under this agreement.

7. Term & Termination

7.1 This Agreement shall come into force from the Effective Date of this agreement and remain in force during the entire period of the agreement as defined above 2(a). The agreement shall be further extended for a period as decided and agreed mutually in writing by the Parties. The Agreement may be terminated / exited by the Parties prior to the scheduled validity period due to any one of the following reasons:

- a. Any misrepresentation, breach or violation of the terms of this Agreement by either of the Parties; In such cases, the other party shall provide the party violating/breaching the terms of agreement a period of 30 days for rectifying the breach failing which the agreement shall be terminated immediately.
- b. If CWC fails to provide the Charging Locations for locating the Charging Points at the identified SOL or M/s <CPO NAME> failing to install the charging Points at the identified SOL within a reasonable time as agreed mutually;
- c. Default in timely payment of license fee as mentioned in 3 (e).
- d. With mutual consent of both the parties without assigning any reason. In such cases, a notice period of three months shall be provided by the party initiating termination to the other party before termination the agreement.

7.2 Upon such early termination, M/s <CPO NAME> shall have the right to dismantle all the System, equipment and Charging Points and take control in its custody, the Charging Points, System and equipment after payment of applicable license fees and all outstanding dues of CWC.

7.3 It is agreed that consequent upon forced / normal termination of this agreement, M/s. <CPO NAME> shall wind up and terminate their business operations and clear the demised of their personal property and their equipments, machines 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. <CPO NAME>. Any damage to the facility or godowns, arising out of the business operations of M/s. <CPO NAME> save for normal wear and tear, shall be made good by M/s. -----

7.4 M/s. <CPO NAME>. shall restore the demised premises in the same condition, in which, the same existed at the time of execution of the Agreement/ handing over to M/s. <CPO NAME>., which ever earlier. In case M/s. <CPO NAME>. fails to restore the demised premises, the CPO shall pay for the same at double the actual expenditure incurred in restoring it.

8. Representations and Warranties

Each Party represents and warrants to the other Parties that:

- (a) it has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorize such execution, delivery and performance;
- (b) it has all requisite power and authority, and does not require the consent of any third party to enter into this AGREEMENT and grant the rights provided herein;
- (c) it is in compliance with all applicable laws and regulations, as may be applicable to it.
- (d) the execution, delivery and performance of its obligations under the Agreement does not and will not: (i) contravene any applicable law, or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.
- (e) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; and
- (f) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this AGREEMENT.

9. Confidentiality

9.1. During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the "Confidential Information") shall:

- a. Keep the confidential Information confidential;
- b. Do not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the "**Disclosing Party**") except to its employees, agents, shareholders, investors, partners and advisors on a strictly need-to-know basis, and upon such person

executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party;

- c. Do not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

9.2. The obligations contained in the relevant clauses above shall not apply to any Confidential Information which:

- a. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure;
- b. subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or
- c. such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

10. Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered or e-mailed to the receiving Party at the address/email set forth herein, or at such other address as the Parties may from time to time designate in writing:

M/s <CPO NAME>:

Address :-

.....
.....
.....
.....

Fax No.:

Email id :-

CWC:

Address:

Email id:-

Any Notice, demand or other communication shall be sent by registered post / hand delivery.

11. Intellectual Property Rights

Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this AGREEMENT shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this AGREEMENT, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

12. Governing Law and Jurisdiction

This AGREEMENT shall be governed by and construed in accordance with the laws of India. Courts at <City, State>, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

13. Dispute Resolution

1. Amicable Resolution

- (a) 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.
- (b) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the CPO) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s..... (name of the CPO) 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.
- (c) In the event of any Dispute between the parties not getting resolved unanimously by the Joint Committee, any of the Parties may require such Dispute to be referred to a two-Member High-Level Committee comprising of the Managing Director of CWC and the Chairman of the CPO (or such persons nominated by them) 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.

13.2 Arbitration:

- (a) Any dispute which is not resolved by Amicable Resolution as mentioned above, shall be referred to Arbitration which shall be according to the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- (b) 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, appoint an arbitrator of its choice. Within 15 days of their appointment, the two arbitrators shall appoint a third arbitrator who shall preside over the arbitration proceedings.
- (c) The venue of arbitration shall be New Delhi, India and all arbitration proceedings shall be conducted in English. "

14. Limitation of Liability

Notwithstanding anything in this AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

15. Waiver

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

16. Assignment

Except as provided in this Agreement, none of the Parties shall be entitled to assign their rights and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies. M/s. <CPO NAME>. is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination.

17. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

18. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such

provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavour to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

19. Entire Agreement

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

20. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

21. Survival

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement. It specifically clarified that the provisions of Clauses 9 (*Representations and Warranties*), Clause 10 (*Confidentiality*), Clause 12 (*Intellectual Property Rights*), Clause 13 (*Governing Law and Jurisdiction*) and Clause 14 (*Dispute Settlement*) shall survive expiration or termination of this Agreement.

22. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

23. Miscellaneous

- a. It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of Clause 7 of this Agreement.
- b. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- c. The Parties shall not use each other's name and/or trademark/logo or publicize or release any information about this Agreement or its contents or market, publish,

advertise in any manner any information without prior written consent of the other Party.

24. Rules of Interpretation

- a. Irrelevance of Gender and Plurality. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- b. Internal References. All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms “clause(s)” and “sub-clause(s)” shall be used herein interchangeably. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”.
- c. Default Rules. Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- d. Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- e. Clause Heading: The clause heading contained in this Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

25. GENERAL PROVISIONS

- a. If any provision of this AGREEMENT is held to be invalid or unenforceable to any extent, the remaining provisions of this AGREEMENT shall not be affected thereby and each remaining provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this AGREEMENT shall be replaced with a provision which is valid and enforceable and reflects, to the maximum extent possible, the original intent of

the unenforceable provision.

- b. Each Party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither Party will have the authority nor will purport to act for, or legally binding, the other Party in any transactions with a third party except as agreed in writing by the Parties.
- c. The release of any information and of all public announcements (other than when such disclosure is required under any applicable law) related to such projects by a Party shall be subject to the prior written approval of the other Party, unless required under stock exchange regulations/SEBI.
- d. This Agreement shall not be amended, modified or supplemented without prior written consent of the other Party.

In Witness Whereof The Parties Hereto Have Signed This MoU/Agreement In Duplicate On The __Day,__Month and __Year Herein Above Written In The Presence Of:

For <CWC>

For M/s. <CPO NAME>.

Signed & Sealed

Signed & Sealed

WITNESS:

WITNESS:

1.

1.

2.

2