



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



Regional Office, "Hyderabad"

No. CWC/ PCS Strategic alliance/2024-25

Dated: 06-06-2024

E-TENDER NOTICE

APPOINTMENT OF STRATEGIC ALLIANCE PARTNER

(SAP) FOR PEST CONTROL OPERATIONS

CRITICAL DATES

Date for downloading Tender Form	06-06-2024 to 27-06-2024
Pre- Bid meeting	14-06-2024
Last Date for online Submission of tender	Upto 15:00 Hrs. on 27-06-2024
Date of opening (Technical bid)	At 15:30 Hrs. on 27-06-2024

Regional Office : Hyderabad

Phone Nos. : Sitaramaraju Sayala, Manager (Tech) 7086566961

Email : hyd.technical@cewacor.nic.in

Website : www.cewacor.nic.in



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Regional Office, “ Hyderabad”

No. CWC/ PCS Strategic alliance/2024-25

Dated : 06-06-2024

E-TENDER NOTICE

**APPOINTMENT OF
STRATEGIC ALLIANCE PARTNER
(SAP)
FOR
PEST CONTROL OPERATIONS**

**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)**

REGIONAL OFFICE – “ HYDERABAD”,
Warehousing Sadan, P B No.34,
Behind Gandhi Bhavan
Nampally – 500 001
Hyderabad

CWC invites e- tender only from the interested professionally competent, experienced and financially sound parties to act as a Strategic Alliance Partner (SAP) for pest control operation throughout sourcing of brand that shall be communicated by CWC to SAP.

Scope of Work	Outsourcing of brand and other responsibilities as per detailed scope of work.	
Tender Notice	Only Online Tenders (e-tendering) for above work. Tender documents will be available on websites. www.cwceprocure.com , www.cewacor.nic.in and https://eprocure.gov.in/cppp/	
Tender Type	Open tender	
Schedule of e-Tender	The bidder has to register (if not registered earlier) with CWC 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.	Anytime
	Date and Time for downloading of Tender Documents	From 15:00 hrs on 06-06-2024 up to 15:00 hrs on 27-06-2024.
	Enquiries/Clarification by the bidder, if any	From 15:00 hrs on 06-06-2024 up to 14:00 hrs on 27-06-2024.
	Pre-bid meeting Note: The objective of pre-bid meet is to clarify doubts and queries in respect of terms and conditions of tender document.	14-06-2024 at 14:00 hrs at CWC, Warehousing Sada, P B No. 34, Behind Gandhi Bhavan, Nampally, Hyderabad 500 001
	Clarifications to be published by CWC on its website www.cewacor.nic.in , https://eprocure.gov.in/cppp/ and www.cwceprocure.com	Will be intimated/published as per requirement
	Last date and time of online bid submission	Up to 15.00 hrs on 27-

		06-2024.
	<i>Date & time of online Technical Bid opening</i>	<i>At 15:30 hrs on 27-06-2024.</i>
	<i>Evaluation of Technical Bids and seeking any confirmation/clarification regarding Technical bid</i>	<i>Will be intimated later On.</i>
	<i>Intimation to Technically Qualified bidders</i>	<i>Will be intimated later On.</i>
	<i>Date & time of online Financial Bid opening</i>	<i>Will be intimated later On.</i>
	<i>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.</i>	
<i>Bid Validity Period</i>	<i>90 days from the last date for submission of tender. However, CWC may solicit the Bidder's consent for further extension of the period of validity of the bid.</i>	
<i>Period of the Contract</i>	<i>Period of prospective contract agreement shall be 03 (Three) years from the Commencement Date as defined in the Agreement, with the provision for extension of one year, on mutual agreement basis.</i>	
<i>Tender Fees & Processing Fee</i>	<p><i>At the time of submission of bid, the following fee shall be payable:</i></p> <p>i. <i>Non-refundable Tender fees payable to CWC for an amount of Rs.1180/- including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only.</i></p> <p>ii. <i>Non-refundable Processing fee payable to M/s ITI for an amount of Rs.885/- (Rupees Eight Hundred and Eighty-Five only) including GST @ 18% (Rs 750+135= Rs.885/-). The payment should be deposited through e-payment gateway of M/s ITI only.</i></p> <p><i>Payment(s) shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number.</i></p>	
<i>Earnest Money Deposit (EMD)</i>	<i>The EMD for an amount of Rs. 2,91,600/- (Rupees Two Lakhs Ninety one Thousand Six Hundred only) shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only.</i>	

Note:

INFORMATION FOR ONLINE PARTICIPATION: -

- A. *All the bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in online vendor registration for any reason whatsoever. In case, bidders wait till the last moment for uploading tenders/bid, and if any technical problem is encountered at that time, the bid submission time may elapse. In any event, for any reason whatsoever, in case the bid is not submitted within the bid submission time, CWC shall not be responsible, in any manner whatsoever, for such failure and such unsuccessful attempts shall be treated as non-participation in the tender*

without permissibility to contest the same or to seek a refund of processing fee, if deposited.

- B. *If any bidder wishes to participate in CWC tender, bidder has to register their firm through our website www.cwceprocure.com for online e-tendering in consultation with our service provider M/s ITI.*
- C. *The bidder shall require class III digital signature/digital security certificate for participating in CWC e-tendering process (including, for log in, downloading and uploading of bid documents or for submitting the e-bid documents). Digital signature can be obtained from any of the authorize agency of CCA (Controller of Certifying authorities) for which, a separate processing fee would be payable to the authorized agency of CCA, directly. However, if valid class III digital signature is already available with the bidder, the same can be used for CWC tender.*
- D. *The person authorized to participate in the bidding on behalf of the bidder i.e., authorized signatory, can submit the bid under digital signature none other than the one issued to him. Any non-compliance with this stipulation will lead to summarily rejection of the bid.*
- E. *Submission of Tender: -tenderer shall submit their offer in electronic format on the website www.cwceprocure.com, on or before the scheduled date and time as mentioned above. No bid in physical form will be accepted and any such offer, if received by CWC will be out rightly rejected.*
- F. *The tender document shall comprise the following:*

Volume I: Request for Proposal (RFP)

Volume II: Draft Contract Agreement, Scope of Work, Compensation Schedule along with respective Exhibit(s) and Appendix(s).

For any clarification regarding online participation, contact:

Any clarification regarding online participation, the bidder can contact: M/S ITI Limited, 11th Floor, Core-1, Laxmi Nagar District Centre, Laxmi Nagar Delhi-92.

For local assistance, may call following help line numbers at M/S ITI Limited, New Delhi at 080-45811365 , 080-45982100, Email ID : cwceproc@etenderwizard.com .

Regional Manager
Central Warehousing Corporation
Regional Office,
Email:
Website: www.cewacor.nic.in

DISCLAIMER

Though adequate care has been taken in the preparation of this Request for Proposal document, 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 or conceived/inferred by the party in relation to the assets and similar business, as the case may be.

The Bidder should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office on or before **27-06-2024 up to 15:00 Hrs**, it shall be deemed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects and Bidder(s) have no queries or confusion related to any part or whole of the Tender Document.

Central Warehousing Corporation reserves the right to reject any or all of the proposals submitted in response to this Request for Proposal or otherwise not to proceed with the bidding at any time without assigning any reasons whatsoever, at any stage of evaluation of bids and/or prior to award of the Contract/Agreement.

Central Warehousing Corporation also reserves the right to change any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal and shall be posted on CWC's website www.cewacor.nic.in; <https://eprocure.gov.in/cppp/> ; 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, if any, shall be posted on the website latest by two days prior to close of downloading of the Tender.**

REQUEST FOR PROPOSAL

1.1 INTRODUCTION

This bid document has been prepared by CWC and the information contained in this document has been developed from publicly available sources. Bid document includes Request for Proposal along with Exhibits. Exhibits along with its Appendix is for proposed agreement which is integral part of the bid document. This document has been prepared to enable the bidders to participate in the tender process and subsequently execute a Strategic Alliance Partnership for **PEST CONTROL OPERATIONS THROUGH OUTSOURCING OF** (**BRAND** that shall be communicated by CWC to SAP), for a period of **Three (03) years** with the provision for extension of one year, on mutual agreement basis.

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. 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 relevant data set out in this document. The bidders may like to visit <https://cewacor.nic.in/new/admin/pcspage> for more information on the Pest Control Services offered by CWC.

CENTRAL WAREHOUSING CORPORATION is a statutory body which has been established under 'The Warehousing Corporations Act, 1962' and is into warehousing operations along with other allied business. Pest Control Service (PCS) is being handled by Central Warehousing Corporation as an additional service to warehousing and logistics. The revenue generation in this activity is ranging around Rs.1.5 crore per annum, in the states of Andhra Pradesh and Telangana.

Further, the Brand image of Central Warehousing Corporation can be used to outsource this service to increase turnover and reach new heights by tapping full potential of PCS business avenue. Accordingly, CWC intends to enter into a Strategic Alliance with interested parties for creating SAP Groups.

The trademark/copyright registration of the brand shall be initiated by CWC before finalization / execution of Strategic Alliance partnership/agreement.

1.2 ABBREVIATIONS:

- (i) SAP: Strategic Alliance Partner
- (ii) PCS: Pest Control Services
- (iii) LLP: Limited Liability Partnership
- (iv) LOA: Letter of Award
- (v) POA: Power of Attorney
- (vi) JV: Joint Venture
- (vii) RFP: Request for Proposal

1.3 DEFINITIONS:

- (i) **Bidder:** Bidder shall mean and include a sole-proprietorship firm/concern, Registered Partnership firm, a Company incorporated under the Companies Act, 2013 or Bidding Consortium or joint venture or PSU/Statutory body/ LLP that has submitted a Bid/Proposal in response to this Request for Proposal document.
- (ii) **CWC:** The term ‘CWC’ or ‘CENTRAL WAREHOUSING CORP’ wherever occurs, shall mean the CENTRAL WAREHOUSING CORPORATION established under the WAREHOUSING CORPORATIONS ACT, 1962 and shall include its administrators, successors and assigns.
- (iii) **Managing Director:** ‘Managing Director’ shall mean the Managing Director of Central Warehousing Corporation (CWC).
- (iv) **Regional Manager:** ‘Regional Manager’ shall mean the Regional Manager, Central Warehousing Corporation (CWC) having administrative control over the facility.
- (v) **Bid/ Proposal:** The Bid/ Proposal submitted by the prospective bidder in response to this Request for proposal issued by CWC.
- (vi) **Request for Proposal:** This document, being issued to the prospective Bidder, asking for the proposal.

1.4 CONFIDENTIALITY:

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

1.5 STATUS OF THE DOCUMENTS:

The tender documents are not an offer by CWC to sell or part away with its assets and facilities, neither in part nor in full, but is only an offer to allow an entity to submit their proposals for providing the services to the customers/end-users on behalf of CWC.

2.0 ENQUIRIES & CLARIFICATIONS:

All enquiries/ clarifications are to be addressed **only** to:

Regional Manager

Central Warehousing Corporation

Regional Office,

Address:- Central Warehousing Corporation, Warehousing Sada, P B No. 34, Behind Gandhi Bhavan, Nampally, Hyderabad 500 001

Phone: Sitaramaraju Sayala, Manager (Tech) 7086566961

Email: hyd.technical@cewacor.nic.in

Website: www.cewacor.nic.in

All queries that are received from bidder(s) shall be addressed by CWC during pre-bid meeting. CWC shall aggregate all clarifications and shall prepare a response, which shall subsequently be posted on the website www.cewacor.nic.in , <https://eprocure.gov.in/cppp/> and www.cwceprocure.com. No separate communication shall be issued.

3.0 ADDITIONAL INFORMATION TO BIDDER

All Bidders should note the following:

- 1) The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this Request for Proposal or which do not contain the proof of submission of EMD, **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/ Hindi language only.
- 4) All communications and information should be addressed only to the Regional Manager, RO, Hyderabad **CWC designated under Clause 2, above.**
- 5) All the communications and information provided should be legible.
- 6) 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. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by CWC will be a ground for rejecting the proposal.
- 7) If any statement made or information provided by the Bidder in the proposal or any information provided by the Bidder in response to any subsequent query of CWC, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bona fide mistakes may be condoned by CWC before evaluation of financial bid at the sole discretion of CWC.
- 8) The Bidder shall be responsible for all costs associated with the preparation of the Proposal. CWC shall not be liable to and subjected to any financial implication whatsoever, including, for any costs, regardless of the conduct or outcome of this tender process.
- 9) Any qualified/conditional bid shall be liable for outright rejection by CWC without assigning any reason whatsoever.

4.0 OPENING OF PROPOSALS

The Technical Bid of the bidder would be opened on the date and time specified at the CWC, “ **Regional Office , Warehousing Sada, P B No. 34, Behind Gandhi Bhavan, Nampally, Hyderabad 500 001** ”, in the presence of one representative from each Bidder, if deputed. No separate communication shall be made by Corporation in this regard. In case, any bidder or their representative reports late or do not come, then Corporation shall have no responsibility and bid opening process shall be undertaken as per the schedule. **The details regarding the bidder, as provided in the Covering Letter (Exhibit -1) would be read out.**

5.0 VALIDITY OF TERMS OF THE PROPOSAL:

Each Proposal shall be deemed to be a firm and irrevocable offer, and shall remain valid and **open for a period of not less than 90 days** from the opening of the Technical Bid. However, CWC may solicit the Bidder's consent for extension of the period of validity and the Bidder agrees to consider such a request. The request and response shall be in writing. A Bidder accepting CWC's request for extension of validity shall not be permitted to modify their original offer/proposal in any other respect.

6.0 TENDER FEE, PROCESSING FEE AND EARNEST MONEY DEPOSIT (EMD)

6.1 At the time of submission of bid, the following fee shall be payable:

- i. Non-refundable Tender fee payable to CWC for an amount of **Rs.1180/-** including GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only.
- ii. Non-refundable Processing fee payable to M/s ITI for an amount of Rs. 885/- (Rupees Eight Hundred and Eighty-Five only) including GST @ 18% (Rs 750+135= Rs.885/-). The payment should be deposited through e-payment gateway of M/s ITI only.
- iii. The EMD for an amount of **Rs. 2,91,600/- (Rupees Two Lakhs Ninety one Thousand Six Hundred only)** shall be paid in Indian Rupees only to CWC by the bidder through e-payment gateway of M/s ITI Only.

6.2 No proposal shall be considered which is not accompanied by the required Tender Fee(s) and EMD. Payments shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number.

6.3 In the event of bidder withdrawing its offer before the expiry of the validity period and/or not accepting the award of Contract/Agreement after acceptance of bid/proposal by CWC, EMD shall stand forfeited by CWC. In addition to this, CWC may suspend/ ban the trade relations with the said bidder or debar the bidder to participate in all future tender enquiries with CWC up-to a period of **two (02) years**, without prejudice to any other rights and remedies available with CWC under the agreement and law. The decision of Regional Manager, as regards forfeiture of EMD on bidder's non-acceptance of Contract/Agreement, shall be final and binding upon the bidder and shall be an excepted matter.

6.4 EMD of the unsuccessful bidder shall be returned after finalization of the offer. No interest shall be payable on the amount of Earnest Money in any case. The EMD of the successful bidder shall be either refunded; or adjusted from the payments to be received by CWC under the Contract/Agreement with the bidder. Notwithstanding the above, in any event, no such refund or adjustment shall be given unless and until the bidder executes the Contract/Agreement with CWC and furnish the required irrevocable bank guarantee in terms of the Contract/Agreement.

7. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of proposal/bid by the interested parties in response to the Request for Proposal. The proposals received would be subject to a two-step evaluation as below:

Step 1: Technical Evaluation (As per Eligibility Criteria)

Step 2: Financial Evaluation based on financial bid submitted under Exhibit-8.

8. TECHNICAL EVALUATION

BIDDER TO NOTE THAT THE FINANCIAL BID SHOULD BE SUBMITTED SEPARATELY AND INDEPENDENT OF THE TECHNICAL BID. IN CASE, FINANCIAL BID FORMS PART OF THE TECHNICAL BID, THE BID SHALL BE SUMMARILY REJECTED BY CWC.

8.1 The Objective of The Technical Bid Evaluation Process

The proposals shall be evaluated as per the criteria specified in the Request for Proposal. However, within the broad framework of the evaluation parameters as stated in the Request for proposal, CWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.

8.2 Eligibility Criteria for Consideration for Technical Evaluation

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

S.N	Eligibility Conditions	Documentary Proof to be submitted
1)	Bidder should be a; (1) Registered Company/PSU/statutory body in India. OR (2) Registered Partnership Firm OR (3) Sole Proprietorship OR (4) LLP OR (5) Consortium/ Joint Venture	1) <u>For Registered Company/ PSU/ statutory Body: -</u> (i) Copy of Certificate of Incorporation (with CIN, if applicable) (ii) Current list of Directors on Letter head signed by Authorized Signatory 2) <u>For Registered Partnership Firm</u> (i) Copy of the partnership deed/ Copy of registration of Partnership deed. (ii) Current list of Partners on Letter head signed by Authorized Signatory 3) <u>For Sole Proprietorship</u> (i) Declaration of Sole Proprietorship Signed as per Exhibit-4. 4) <u>For LLP</u> (i) Copy of certificate of registration with LLPIN. (ii) Current list of Partners on Letter head signed by Authorized Signatory 5) <u>Consortium/Joint Venture Agreement</u> (i) Name and authorization of lead member (ii) All relevant documents of Consortium/Joint Venture member's incorporation. (iii) Note: On receipt of LOA, Consortium/Joint Venture shall have to convert into a legal entity

		— Firm/ Company/ LLP. Agreement shall be entered with the above legal entity only.
2)	Party should be a manufacturer, formulator/supplier of chemicals prescribed by Central Board of Insecticides/WHO for public health use or PCS service provider.	Relevant valid documentary proof issued by Central Board of Insecticides/ WHO/Dealership Certificate/Certificate of Formulator or PCS operator license issued by appropriate authority.
3)	(a) Declaration on non-blacklisting. (b) Un-Conditional acceptance of the RFP's terms & conditions etc. (c) General Details of the bidder. (d) PAN No. (e) GST No.	As per format at Exhibit-2
4)	Turnover: The Tenderer should have achieved the minimum annual turnover of Rs.7.5 Crore during each of the three preceding financial years. & The tenderer must have a positive net worth in each of the 3 (three) preceding financial years.	The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years i.e. 2020–2021; 2021 – 2022; 2022 – 2023. AND The turnover & net worth certificate from practicing CA with UDIN, as per format at Exhibit-3 . Note: (a) In case Balance Sheet and Statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the three financial years i.e. 2019-20, 2020-21 and 2021-2022 can be uploaded. (b) 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.
5)	EMD/ Bid Security Declaration	The bidder has to submit EMD equivalent to Rs. 2,91,600/- (Rupees Two Lakhs Ninety one Thousand Six Hundred only) , through Payment gateway at

		www.cwceprocure.com
6)	Authorized signatory	<p>Power of Attorney in favour of signatory (ies) duly attested by Notary as per Exhibit-7</p> <p style="text-align: center;">OR/ AND</p> <p>True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA.</p> <p>Note:-</p> <p>All the documents uploaded on e-Tender against the bid must be ink signed & stamped or Digitally signed by the Authorized Signatory.</p> <p><i>(Format is for purpose of guidance only and deviation in the wording can be accepted.)</i></p>
7)	The party should have at least 3-year experience in PCS material supplies/ PCS services .	<p>Copy of Work Orders along with Client Certificate/ Client Testimonial for each of the preceding 03 Financial Years and current financial year.</p> <p>For the purpose of experience of 03 years, the experience letters/ proof of supply or services, along with work orders issued during financial year 2022-23, 2021-22, 2020-21 shall be considered.</p>
8)	Particulars of Experience	Exhibit-10
9)	Bidder must have own distribution channel in.....,India.	Relevant documentary proof stipulating the distribution channel.
10)	Covering Letter	As per Exhibit-1
11)	Pre-Contract Integrity Pact	<p>In format as per Exhibit-6</p> <p>Note: -</p> <p>The bidder has to submit the signed Exhibit-6 with technical bid. However, the same is to be signed physically on non-judicial stamp paper of appropriate value on the day of signing of agreement.</p>
12.	Service Level Agreement	As per Exhibit-5 on Non-Judicial Stamp paer of appropriate value
<p>Note:-</p> <ol style="list-style-type: none"> 1. The Authorized Signatory must be appointed by the lead member of JV/ Consortium. 2. The lead member must qualify at least 60% of the annual turnover requirement. 		

All other supporting documents can be in favor of any member

8.3 Primary Scrutiny of Bids and Pre- Qualified Bidders

CWC will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. CWC will evaluate the information submitted by the bidder in to select the pre-qualified bidders. The bids which do not meet the basic requirements shall be treated as unresponsive and shall be ignored/rejected, summarily. The following are grounds due to which a bid may be declared as unresponsive and/or is to be ignored/rejected during the initial scrutiny:

- (i) The bid is not legible;
- (ii) Required EMD and processing fees has not been received;
- (iii) 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.
- (iv) The bidder has not agreed to the any of the conditions including, but not limited to, Contract conditions, Scope of Services and/or Compensation Schedule.

8.4 Further Evaluation

- (a) CWC 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) CWC, 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 Seven Days (07) 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.

The Missing document to be submitted should not be of a date later than the date of submission of original bid, however the pre-contract integrity pact and undertaking of proprietary firm submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been sought.

With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the CWC from the bidder.

- (c) CWC 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 either to respond or not to respond to these queries.
- (e) The request for clarification and missing document(s) by the CWC 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 non-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.

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 CWC’s end after opening of Technical / Financial Bid.
- (ii) CWC shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
- (iii) After entering the details of clarification / missing document sought by the CWC, same icon shall appear at Bidder’s end for replying to the particular clarification / missing document sought by the CWC. The system will also send the alert to the bidder at his registered e-mail address about the clarification / missing document sought by the CWC.
- (iv) 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 CWC.
- (v) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.
- (vi) After expiry of prescribed time, CWC shall download the clarification / missing document submitted by the bidder.

8.5 Information To Be Furnished By The Bidder For Pre- Qualification

- (i) All the documents/ Exhibits solicited vide table under clause 8.2 above.

9.0 FINANCIAL BID EVALUATION

9.1 Submission Of Financial Bid:

The Bidder shall submit only one set of the Financial Bid under **Exhibit-8** in electronic format on or before the scheduled date and time as mentioned in the tender notice. No offer in physical form will be accepted and any such offer, if received by CWC will lead to rejection of complete bid.

9.2 EVALUATION OF FINANCIAL BID

Financial Bid in respect of the bidders declared as pre-qualified in evaluation of technical bid will be opened. The Financial Bids will be ranked on the basis of the quoted Minimum Guaranteed Revenue for 1st year of Contract period. CWC will charge the minimum guaranteed revenue in each year for such three (03) years recoverable every month proportionately or 15% of the actual revenue generated monthly (excluding GST), whichever is higher. The bidder having quoted the most attractive commercial terms i.e. highest minimum guaranteed revenue shall be ranked as H1, and subsequent bidders shall be ranked, in order of their respective total quoted minimum guaranteed revenue as H2, H3 and so on.

Note:

1. In case, the total quoted amount as worked out above is found to be same for more than one bidder, **H1 bidder shall be declared on the basis of highest total Turnover in preceding three financial years as per clause 8.2(4).**
2. Any Conditional and/or incomplete financial bid is liable to be rejected.

10. DISQUALIFICATION CONDITIONS:

The bidder(s) who fall in any of the categories below shall not be entitled to participate in this tender process:

- a) The bidder(s) who has/have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of NIT;
- b) The bidder(s) who has/have been earlier in contractual relationship with CWC and CWC has terminated the contract with such bidder on account of bidder's default in the past two (02) years;
- c) Submission of false, dubious, forged or tampered documents by the bidder shall lead to the disqualification of the bidder and action as deemed fit (including forfeiture of EMD/Blacklisting) by CWC shall be taken against such bidder.

11. ACCEPTANCE OF TENDERS

The Regional Manager, CWC, Regional Office, Hyderabad for and on behalf of the CWC, reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the highest or any Tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his Tender by issuance of a Letter of Award ("LOA") pursuant to which the contract between the parties as provided under **Exhibit-9** shall come into existence.

12. SUBMISSION OF A PERFORMANCE BANK GUARANTEE

- 12.1 Within 15 (fifteen) days of issuance of Letter of Award from CWC, the successful Bidder, at its own cost, shall furnish an interest free Performance Bank Guarantee for an amount of **INR Rs.7,29,000/- (Rupees Seven Lakhs Twenty-nine Thousand only)** and in the form provided in Appendix-1 to Exhibit-9 of the bidding documents. The validity of the Bank Guarantee shall be **three and a half years (3.5) years from the issuance of Letter of Award (LOA)**. If requested by the CWC, the successful bidder agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Bank Guarantee in the event that the duration of the Contract is, for any reason, extended beyond its validity date. The date of expiry of claim period shall be 06 months beyond the date of expiry of the BG.
- 12.2 In case of failure to deposit the PBG by the bidder within stipulated time, an extension of maximum additional 15 days can be granted by the CWC at its discretion however, such an extension shall be subject to a levy of damages at the rate of 0.1% per day of delay of the amount of such PBG.
- 12.3 If the successful bidder, fails to furnish BG within the period as specified above and even up to

last date of extended period, if extended, the LOA shall be terminated without any notice to successful bidder, duly forfeiting EMD and other dues, if any payable against the contract. The contract on alternate contractor shall be placed at the risk and cost of the successful bidder. The failed successful bidder shall be debarred from participating in future tender of CWC for next two (02) years from the date of debarring.

- 12.4 If the successful bidder fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for CWC to forfeit either in whole or in part, the PBG furnished by the successful bidder and award the alternate contract in respect of the services herein at the risk and cost of the successful bidder.
- 12.5 If the successful bidder duly performs and completes the contract in all respects CWC shall, refund the PBG, as the case may be, to service provider within 90 days of completion of all contractual obligations by the successful bidder.
- 12.6 Successful bidder shall be required to submit no dues certificate to CWC as & when desired by CWC.
- 12.7 In case, some partial amount is to be recovered by CWC from successful bidder, then CWC may revoke the complete BG and can recover the desired amount. The balance amount shall be paid back to the service provider as and when new BG is submitted by the successful bidder.
- 12.8 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.
 - The BGs not complying to the SFMS guidelines stipulated above, shall not be accepted.
 - The format of BG is attached at **Appendix-1.**

**Regional Manager
Central Warehousing Corporation
Regional Office**

Phone: Sitaramaraju Sayala, Manager (Tech), 7086566961

Email: *Website: www.cewacor.nic.in*

FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder, along with the Proposal for Technical evaluation)

Date:

Place:

**The Regional Manager
Central Warehousing Corporation**

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

Dear Sir,

Sub: Tender for appointment of SAP in _____ Region...reg.

Please find enclosed one copy of our Bid/Proposal in respect of selection of SAP under RO-_____, in response to the Request for proposal (“RFP”) document downloaded by us on _____.

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the RFP. The proposal is a firm and irrevocable offer, and shall remain valid and **open for a period of not less than 90 days from the date of opening of the Technical Bid as laid down in this RFP document.**
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by CWC and in any subsequent communication sent by CWC. I/We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from CWC.
3. Our proposal includes all the relevant documents solicited by Corporation under this RFP.
4. The information submitted in our proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is true and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. We as the Bidder, designate Mr./Ms. _____ (mention name, designation, contact address, phone no. fax no. etc.), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitments etc. on behalf of the Bidder in respect of the Project.
7. Copy of proof of payment towards EMD of **Rs. 2,91,600/- (Rupees Two Lakhs Ninety one Thousand Six Hundred only)** through RTGS is enclosed.

8. An amount of Rs.1180/- (**Rupees One Thousand One Hundred Eighty only**) inclusive of GST has been paid to M/s ITI through e-payment/NEFT and copy of proof of payment towards Tender fees is enclosed.

For and on behalf of:

Signature/(s):

Name of the Person/(s):
(Authorized Signatory/Signatories)

Designation/(s):

EXHIBIT-2 Undertaking and general details from/of Bidder

(On Official Letter Head of the Bidder)

Tender Ref. No.: GEM/_____

Date: _____

1. Undertaking pertaining to Disqualification conditions

1.	Whether your firm or any of its partner/company had been blacklisted by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid ?	Yes/No
2.	Whether your contract was terminated due to your fault before expiry of Contract period by CWC or any department of Central or State Government or any other Public Sector Undertaking during the last Five years as on the last date of submission of bid ?	Yes/No
3.	Whether any pending/outgoing arbitration/Court cases litigation is ongoing with CWC with regard to any contract as on last date of submission of Bid.	Yes/No
4.	Whether proprietor / any of the partners of the Bidder firm / any of the Director of the Bidder company have been, at any time, convicted by a court, for an offence. Note: If the convicted person is acquitted by a decision of Court, the Bidder will be eligible and to indicate "NO" in this checklist.	Yes /No

Note- While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the Bidder disqualified.

2. Undertaking pertaining to Non-conflict of Interest

I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company, 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.

3. Declaration about relationship with Officer(s) of CWC

Following are the near relative of the Bidder working as Officer in the Central Warehousing Corporation:

Sr. No.	Name of Officer	Designation	Place of Posting	Remarks

4. Un-Conditional acceptance of the Tender Terms & Conditions.

- (i) I/ We hereby confirm that I/we have gone through and understood the Tender Documents and my/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.
- (ii) I/ We further confirm that upon submission of bid I/we provide un-conditional acceptance towards all clauses/ requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments / assumptions.
- (iii) I/ We also confirm that I/we have quoted the rates without any condition and deviation.
- (iv) I/We further confirm that I/we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

5. The Technical bid and price bid as required have been submitted along with the required documents and same have been signed under signatures of the authorized signatory/sole proprietor.

6. I/ We undertake that the tender document shall be deemed to be my/our bid and in the event of award of work to me/us, the proposed contract appended to the tender document shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document including, the proposed contract as token of acceptance, if desired by CWC and as part of contract in the event of award of contract to me/ us.

7. General Details of Bidder: -

S. No.	Detail	Response by Bidder	
1.	Name of the Bidder		
2.	Constitution of Bidder		
3.	Operational Address		
4.	Registered office address		
5.	Email Address of Bidder		
6.	Contact No. of Bidder		
7.	Details of Authorized Signatory	Name	
		Designation	
		Mobile Number	
		Email ID	

8.	Website	
9.	PAN no.	
10.	GST registration No.	
11.	Details of Sister Concerns: - <ul style="list-style-type: none"> • Name & Address • Activities engaged in by Sister Concern • Names, address & Telephone Nos. of Proprietors / Directors / Partners of Sister Concern 	(Leave empty if not applicable)
12.	Bidder's Bank Details (Which may be used by CWC for refund of EMD, if any).	a) Bank Account No: b) Nature of Account (SB or current): c) Name of Bank & Branch: d) MICR Code No.: e) RTGS code Bank (IFSC Code): (In case of any error/ wrong bank account details, CWC shall not be liable for any loss to the bidder)

Note: -

1. It should be ensured by the bidder that all the items are duly filled by them and is signed & stamped/ digitally signed by the Authorized Signatory.
2. In case of any field left un-filled, CWC may carry out call of clarification from the bidders. If bidders fail to submit the duly filled, signed & stamped/ digitally signed document then their bid shall be liable for rejection.
3. The bidders having Local Content of less than 20% shall be summarily rejected.

Signature/Digital Signature of the : _____
Authorized Signatory

Name of the bidder : _____

Name of the Authorized Signatory : _____

EXHIBIT-3
Format for submitting CA certification in support of Annual Turnover and Positive Net Worth.

(On the letterhead of the Chartered Accountants firm)

Date: DD-MM-YYYY

To,

Central Warehousing Corporation,

Dear Sir/ Ma'am,

This is to certify that M/s _____, having office at _____ are in the business of _____. Their Turnover and Net Worth in each Financial Year during the preceding 03 years, are as given below:

Financial Year	Turnover (in INR)	Net Worth (in INR)
2022 – 2023		
2021 – 2022		
2020– 2021		

(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.)

[UDIN]

For XYZ & Co, Chartered Accountants

Partner, M.No/ FRN No.

Date:

Place:

EXHIBIT-4

**Undertaking (On official letter head of bidder)
(For Sole Proprietary Firm)**

Tender Ref. No.: _____

Date: _____

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 _____

Place:

Date:

(Authorized Signatory)

**EXHIBIT-5
SERVICE LEVEL AGREEMENT (SLA)**

{On non-judicial stamp paper of appropriate value}

Tender Ref. No.: _____

Date: _____

This Service Level Agreement (hereinafter referred as "SLA") made at this _____ day of Year _____ between "Name of Bidder", a Company registered under the Indian Companies Act , 1956 and having its registered office at _____(hereinafter referred to "Name of Bidder" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the one part and "Central Warehousing Corporation" (hereinafter referred to CORPORATION which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the other part.

Whereas

- A. The CORPORATION represents that it requires services as per the scope of work. (hereinafter referred to as "AS" for the purpose of its business).
- B. Pursuant to the request of the CORPORATION, the bidder has agreed to provide "AS" service to the CORPORATION mentioned hereinafter and shall abide to the Service Levels and Liquidated Damages/ penalty amount as mentioned under SLA of this bid document.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

For and on behalf of CORPORATION

For and on behalf of Bidder

Title :_

Title :

EXHIBIT-6 (PRE-CONTRACT INTEGRITY PACT)

Tender Ref. No.: _____

Date: _____

(Compulsory Ink signed on each page and to be submitted along with Technical Bid)

(The same shall be signed on non-judicial stamp paper of appropriate value during agreement signing)

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 Regional Manager, _____ Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the “**CORPORATION**” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri/Smt. _____, (Name of the contractor) (hereinafter called “**CONTRACTOR**” or interchangeably as “**SAP**” or “**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/ consortium / JV /LLP 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 /BG (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 / 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 two 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 or Services 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 as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. Such official as and when replaced and/or any addition to the list of Independent Monitor, CWC shall inform the Contractor about the official replacing or addition of a member to act as an Independent Monitor.

[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

all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request, unrestricted and unconditional access to Bidder's project documentation. The same is applicable to Bidder's 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 up to 3 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.

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

[12] As and when a Contract is executed between the Corporation and the Bidder, the term "Bidder" shall be replaced and read as "Contractor" in this Integrity Pact which shall form part of the Contract.

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

Corporation (CWC)	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

EXHIBIT-7 (Format for 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).

Tender Ref. No.:

Date: _____

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 case of Consortium/ Joint Venture) {Strike off, if not applicable}

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)

(Signature and name of Person Delegating Power of Attorney)

Seal of the Organization

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

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

EXHIBIT - 8
FORMAT FOR FINANCIAL BID

(Note- The below format is indicative of price bid only. Bidder who wish to participate in e-tender need to fill data in pre-defined form of Price Bid in Excel Format only.)

Tender Ref. No.: -

Name of Bidder:-
Committed Minimum Guaranteed Revenue for first Year of Agreement
Rs (in words.....)

- The Minimum Guaranteed Revenue shall escalate @5% compounded annually in subsequent years of agreement.
- The quoted Minimum Guarantee Revenue will be exclusive of GST.

EXHIBIT - 9

AGREEMENT

This Strategic Alliance Partner Agreement (herein after referred as '**the Agreement**') is made at on this..... day of 20.... by and between:

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

AND

-----, a Sole Proprietorship represented through its sole proprietor Mr./Ms. _____ having Aadhaar no. _____ and office at _____ (hereinafter referred to as the "**SAP**", which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns).

OR

-----, a Registered Partnership firm through its Partner(s) Mr. _____ and Mr. _____ having Aadhaar nos. _____ and _____, respectively and having the office at _____ (hereinafter referred to as the "**SAP**", which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns).

OR

_____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____, represented through its Director Mr. _____ (herein after referred to as the "**SAP**", which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) of the OTHER PART.

WHEREAS

- A. CWC is a statutory body which has been established under 'The Warehousing Corporations Act, 1962' and **is into warehousing operations along with other allied business**. Pest Control Service (PCS) is being handled by Central Warehousing Corporation as an additional service to warehousing and logistics.
- B. CWC intends to enter into Strategic Alliance Partnership with interested parties (Strategic Alliance Partner or SAP) to create SAP Groups. Such SAP Group(s) shall provide services as more particularly described in the Scope of Work to the ultimate customers.
- C. CWC issued a tender on _____ for the above purpose and invited the interested parties to bid for the participation with CWC as a SAP on the terms and conditions contained in the RFP document;
- D. In response to the above invitation of CWC, M/s SAP has submitted his/their proposal and such proposal of M/s SAP has been accepted by CWC.

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

1. The SAP agrees to perform such services including, any incidental services, in accordance with the terms and conditions of this contract or as directed from time-to-time by the Regional

Manager or an officer acting on his behalf, such directions not being inconsistent with this contract, and, in consideration of its due performance of such services, CWC agrees to retain consideration and/or to pay the SAP according to the rates, terms and conditions herein contained.

2. The Contract shall comprise the following documents:

This Agreement;

Schedule I: Conditions of Contract;

Schedule II: Scope of Work; and

Schedule III: Compensation Schedule;

Appendix-1: Bank Guarantee(s)

Exhibit- 6: Pre-Integrity Pact

(All hereinafter referred to as the “**Contract**”)

3. In the event of any inconsistency or discrepancy between any of the documents listed in Clause 2 above, then precedence shall be in descending order as listed. In other words, The Agreement shall prevail over Schedule I or Schedule II would prevail over Schedule-III and likewise.
4. The terms and conditions of this Contract shall take effect from the date of issuance of Letter of Award (LOA) pursuant to tender referred to in the recitals, above and shall continue in force, where it is specified in the Contract that the Services shall be provided for a fixed period of time, until expiry of such period (or any extension/ determination/ termination thereof).
5. The required date for commencement of the Services shall be ____ [i.e. 30 days from the date of signing the agreement] (the “**Commencement Date**”); time being declared essence of the Contract for commencement of the Services by the Commencement Date.
6. Subject to the terms of this Contract, the Services shall be provided for a fixed period of Three (03) years from the [Commencement Date] (The primary term). During the term of this Contract, the Services shall be provided in ____ region and SAP Group shall adhere to providing the services in such region. At its sole discretion, for similar services, CWC shall have a right to appoint other SAPs in other regions and/or offer the Contractor under this Contract to provide similar services in other regions.
7. Notwithstanding any other provisions of the Contract, no payments due to the SAP by CWC under the Contract shall be payable to the SAP until the Performance Bank Guarantee has been delivered to CWC for the relevant year(s).
8. In any event, if CWC a Corporation established under the Warehousing Corporation Act, 1962 is converted into a Company, this contract agreement will apply mutatis-mutandis.
9. For the purposes of this Contract, CWC’s Representative for contractual matters shall be **[name/designation]** and CWC’s Representative for operational matters shall be **[name/designation]**.

For the purposes of this Contract, the SAP’s Representative for contractual matters shall be **[name/designation]** and the SAP’s Representative for operational matter shall be **[name/designation]**. The Representative’s so nominated herein shall be deemed to have a valid

Power of Attorney from the SAP in respect of this Contract and whose act(s) shall be binding on the SAP.

10. The Minimum Guaranteed Revenue for the duration of this Contract of three (03) years is INR _____ and accordingly, monthly Minimum Guaranteed Revenue shall be INR_____.
11. Except as provided under the Agreement, the Bidder shall not disclose and cause other parties (connected with the Project, who have been disclosed the Information on Agreement as per the terms of the Agreement) to disclose the Agreement or any provision, specification, plan, design, pattern, sample or information thereof which may be provided to the service provider during execution of Contract to any third party, without prior written consent of the CWC. For the aforesaid purpose, parties to the Agreement shall enter into the **Non-Disclosure Agreement (“NDA”)** on a non-judicial stamp paper of appropriate value, the format of which is attached under Exhibit-11 with this tender document.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by.....
..... **[Print Name]**
for and on behalf of **CENTRAL WAREHOUSING CWC, _____(REGION)**

Witness.....
..... **[Witness Name]**

Signed by.....
..... **[Print Name]**
for and on behalf of **[Name of SAP]**

Witness.....
..... **[Witness Name]**

CONDITIONS OF CONTRACT

1 INTERPRETATION

1.1 Definitions

In the Contract the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Affiliate"	means any subsidiary or holding CWC of anybody corporate or any other subsidiary of such holding CWC. For the purpose of this definition: "subsidiary" and "holding CWC" shall mean a subsidiary and holding CWC within the meaning of Companies Act 2013;
"Agreement"	shall mean the Agreement between CWC and SAP to which this Schedule is attached;
"Claim"	shall mean any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by dependents, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
"Commencement Date"	shall mean the required date for commencement of the Services as specified in the Contract;
"CWC Group"	shall mean CWC and its Affiliate, successors and permitted assignees, and its and their respective directors, officers and employees (including agency personnel).
"CWC Information"	shall mean all data, documents, materials and information supplied by CWC to SAP for the purposes of this Contract, including, without limitation, any updated or re-issued information;
"CWC's Representative"	shall mean the person(s) identified as such in the Agreement;

"Contract"	shall have the meaning given to that term in the Agreement, as the same may be amended or varied in accordance with its terms;
"SAP's Equipment"	shall mean all equipment, materials, chemicals and supplies provided by SAP Group (whether owned, leased or hired) in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;
"SAP Group"	shall mean SAP's manpower supplier agency, its sub-contractors of any tier, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers, employees (including agency personnel);
"SAP's Personnel"	shall mean all personnel provided by SAP and/or SAP Group(s) in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;
"SAP's Representative"	shall mean the person(s) identified as such in the Agreement;
"Data"	means all reports, studies, data and other information and materials as may be prepared, created or developed by SAP as a result of the Services or in accordance with this Contract;
"Government"	shall mean the Government of India, or where applicable, any state, regional or local government or authority, inclusive of any ministry, agency, authority or other entity controlled by same;
"Party"	shall mean either CWC or SAP as the context so permits and, as expressed in the plural, shall mean CWC and SAP collectively;
"Scope of Work"	shall mean the scope of work set out in Schedule II (Scope of Work) and any amendment thereto made in accordance with the terms of the Contract;
"Schedule(s)"	shall mean the schedule(s) to the Contract as referred to numerically and exhaustively therein;
"Services"	shall mean the services and/or work to be performed by SAP and/or the SAP Group appointed by SAP as provided

for under the Contract, including, without limitation, the provision of all materials and supplies to be provided in accordance with the Contract;

"Specification" shall mean those requirements regarding the standard of SAP's Equipment, as may be set out in the Scope of Work;

1.2 Clauses

Unless otherwise stated, any and all references in the Contract to Clauses are references to the Clauses of this Schedule I of the Contract.

1.3 Headings

The headings in the Contract are used for convenience only and shall not govern or affect the interpretation of the Contract.

1.4 Plurality

Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Statutory References

Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Periods

Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2 COMMENCEMENT AND PROGRESS OF SERVICES

2.1 Commencement Date

SAP shall ensure that it is in position ready to commence the Services no later than the Commencement Date; time being declared essence of the Contract for commencement of the Services by the Commencement Date.

2.2 Progress of the Services

SAP shall at all times carry out the Services in accordance with the Scope of Work. If at any time the progress of the Services does not comply with the Scope of Work, SAP shall immediately inform CWC and shall take all necessary action to re-establish progress in accordance with the Scope of Work.

3 SAP GROUP'S OBLIGATIONS – GENERAL

3.1 SAP Group's Performance

- 3.1.1 SAP Group shall perform the Services with all due skill, diligence and care and in a safe, competent and workmanlike manner in accordance with good and prudent field practice and in accordance with the Scope of Work.
- 3.1.2 Except to the extent that it may be legally or physically impossible or create a hazard to safety, SAP Group shall comply with CWC's Representative(s) instructions and directions on all matters relating to the Services.
- 2.1.3 SAP Group shall provide all management, supervision, personnel, materials, equipment and supplies (except materials, equipment and supplies specified in the Contract to be provided by CWC), consumables, facilities and all other things, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

4 SAP GROUP'S EQUIPMENT

4.1 SAP's Equipment - General

- 4.1.1 SAP Group warrants that SAP Group's Equipment shall be adequate to conduct the Services, shall be new or as new, of good quality and workmanship and shall comply in all respects with the Specification.
- 4.1.2 CWC shall be entitled, at any time, to inspect all or any part of SAP Group's Equipment. If any part of SAP Group's Equipment does not, at any time, meet the requirements of the Contract, then SAP shall upon notice from CWC promptly replace or repair such part of SAP Group's Equipment to ensure compliance with the Contract.
- 4.1.3 SAP warrants good title to all SAP Group's Equipment.
- 4.1.4 SAP warrants that SAP Group's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in the conduct of field operations.
- 4.1.5 Any inspection of any item of SAP Group's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to CWC (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of SAP.

5 SAP GROUP'S PERSONNEL

5.1 SAP Group's Personnel - General

- 5.1.1 SAP Group shall, at its expense, provide and keep available for the Services, SAP Group's Personnel.

- 5.1.2 SAP shall ensure that SAP Group's Personnel shall be sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract and will be suitably qualified to perform the tasks required to complete the Services.
- 5.1.3 CWC reserves the right to reject any member of SAP Group's Personnel, prior to that member commencing any part of the Services.

5.2 Working Conditions and Discipline of SAP Personnel

- 5.2.1 SAP shall, at all times, be responsible for the conduct of SAP Group's Personnel and shall ensure that they comply with all applicable laws and honour and observe Indian standards of morality and behavior.
- 5.2.2 SAP shall adhere to, and ensure that its SAP Group or sub-contractor(s) adhere to, all labour laws, regulations, standards and practices applicable in respect of CWC's region.

5.3 Drugs and Alcohol

Neither SAP nor any of SAP Group's Personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person or permit the same to be done by any person. Alcohol shall not be permitted at CWC's region save in a form generally used in medicine and forming a bona fide constituent of a medical kit. CWC's Representative reserves the right to search the property and person of any member of SAP Group's Personnel to ensure compliance with the provisions of this Clause 5.3 (Drugs and Alcohol). CWC's Representative may at his absolute discretion prohibit any member of SAP Group's Personnel to go on to the any of CWC's region or other facility in the control of CWC, or may require such person to leave CWC's region where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 5.3 (Drugs and Alcohol).

6 TRANSPORT OF PERSONNEL AND EQUIPMENT

6.1 SAP's Responsibility

Unless otherwise specified in the Contract, SAP shall be responsible for providing any and all transportation for all SAP Group's Equipment and SAP Group's Personnel required in connection with the performance of the Services.

7 CWC's OBLIGATIONS

- 7.1 CWC obligations shall be as identified in the Scope of Work.
- 7.2 Any information (document, electronically) provided by CWC shall at all times remain the exclusive property of CWC and shall be returned to CWC on completion of the Services or termination of the Contract, whichever is the earliest.
- 7.3 CWC Information may be updated or re-issued to SAP from time to time during the carrying out of the Services.

7.4 Deemed Satisfaction

SAP shall be deemed to have satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services and all other matters which may affect the performance of the Services. Any failure by SAP to take

into account any of the aforementioned matters shall not relieve or excuse SAP from any of its responsibilities, liabilities or obligations hereunder or entitle SAP to any extra payment.

8 HEALTH, SAFETY AND ENVIRONMENT

8.1 Safety

SAP and SAP's Group shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority relating to health, safety and environment.

8.2 Compliance with CWC' OHSAS(ISO 45001:2018) Requirements

SAP shall observe and comply with the health, safety and environment requirements as may be set out in the Scope of Work.

8.3 Obligations of SAP

8.3.1 It shall be SAP and SAP Group's obligation to determine at all times whether the Services can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by SAP's own inspection that all SAP's Equipment is loaded and/or stored in a proper and safe manner and that SAP's Equipment is in all respects suitable to undertake the Services in the then existing conditions.

8.3.2 SAP shall ensure that equipment or rubbish in any form originating from the Services will be collected promptly and is promptly removed.

8.4 Responsibility for Safety of SAP Personnel

8.4.1 SAP shall, throughout the duration of the Contract be responsible for the safety of SAP Group's Personnel and agrees that SAP Group's Personnel shall attend and conduct safety drills as may be directed by, or on behalf of, CWC.

8.4.2 SAP shall hold regular meetings with SAP Group's Personnel to instruct and up-date them regarding compliance with the requirements of this Clause 8 (Health, Safety and Environment) and shall provide evidence of this to CWC on request. SAP shall at all times provide appropriate and adequate personal protective equipment and safety equipment to SAP's Personnel.

8.4.3 SAP shall have proper arrangements in place for the effective supervision of the execution of the Services by SAP Group's Personnel so as to ensure safe and proper execution of the Services.

9 REPRESENTATIVES

9.1 CWC's Representative

9.1.1 CWC's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with SAP's Representative(s) to resolve all day to day matters which may arise between SAP and CWC.

9.1.2 CWC's Representative(s) shall monitor the performance of the Services and shall have the authority necessary to enforce the provisions of this Contract.

9.1.3 CWC's Representative(s) shall be entitled to inspect the Services and all documentation relating thereto at any time.

9.1.4 SAP shall direct all matters relating to the Contract to CWC's Representative(s) and shall act only in accordance with the instructions of CWC's Representative(s).

9.2 SAP's Representative

SAP's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with CWC's Representative(s) to resolve all day to day matters which may arise between SAP and CWC.

9.3 Change of Representatives

Either Party may:

- (a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- (b) appoint any person to be an additional representative for a stated purpose.

No such revocation or appointment shall be effective until notice of it is given to the other Party.

10 PATENTS

SAP acknowledges that CWC shall be the owner of patent/ trademark over the Pest Control Services under the brand name ".....(to be decided by CWC which shall be intimated to SAP)" as per CWC's discretion, for the Services/Scope of Work to be provided under this Contract. SAP undertakes not to misuse the brand, brand name and/or shall not run parallel similar services as under this Contract, during whole contract period and even up to two years after expiry / termination of the contract.

11 DATA

11.1 Delivery of Data

SAP shall deliver to CWC or to any other party designated by CWC, all Data, promptly on obtaining such Data. In the event of suspension or termination of the Contract, SAP shall immediately deliver to CWC all undelivered Data. SAP may not retain copies of such Data unless it shall have first obtained CWC's written consent.

11.2 Ownership of Data

11.2.1 All Data shall be the property of CWC from the date of its creation or development under this Contract. No Data created or developed by SAP under this Contract shall become the property of SAP; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with SAP until delivery of such Data to CWC.

11.2.2 All items created or developed by SAP outside the Contract shall remain the property of SAP, provided that CWC shall have the right to use any such item where it is provided to CWC as part of the Services.

12 INDEPENDENT SAP

12.1 Status of SAP

SAP shall at all times be an independent SAP with respect to performance of the Services and neither SAP Group nor any person employed by SAP Group shall, other than as expressly authorised by CWC in writing, either represent itself or himself (as appropriate) as, or be deemed for any purpose to be, an employee, agent, or representative of CWC in the performance of the Services. Nothing in this Contract shall be deemed to create a joint venture, partnership or agency between the Parties.

13 PRICES AND RATES

13.1 Rates

SAP shall, subject to the other provisions of this Contract and the provisions set out in Schedule III (Compensation Schedule), be paid for the Services in accordance with the prices and rates set out in Schedule III (Compensation Schedule).

14 PAYMENT

14.1 Invoices

- 14.1.1 SAP shall submit to CWC on or before the third (3rd) day of each month mandatorily GST compliant digitally signed invoice through Bill Tracking System (BTS) detailing the amounts payable to SAP under this Contract in respect of the preceding month specifying the adjustment towards monthly minimum guaranteed revenue. Each invoice shall be drawn in compliance with the requirements set out in Schedule III (Compensation Schedule). It is to note here that No bills submitted other than through Bill Tracking System (BTS) shall be accepted.
- 14.1.2 Invoices along with mentioned documents in the Contract shall also be required to be submitted along with the digitally signed invoice through Bill Tracking System (BTS).
- 14.1.3 In case of abnormal delay in submission of bill (i.e. more than 30 days from the due date of submission), the SAP shall be liable for penalties on account of statutory default of GST laws, Income Tax and/or any other law time being in force. The decision of the Corporation in this regard shall be final and binding on the SAP.
- 14.1.4 Additionally, The Successful Bidder shall submit the following information/ documents to the Corporation unless specifically exempted by the Corporation representative in writing:
- i. Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,
 - ii. Certified copy of the Certificate issued by Indian Tax Authorities, enabling the Corporation to make payments to the Successful Bidder after deduction of such taxes as per prescribed rate(s) in the Certificate.
- 14.1.5 The SAP registered under GST (if applicable) shall ensure that the invoice to be raised upon the Corporation is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Corporation.
- 14.1.6 The Corporation reserves the right to release the payment of GST amount (if applicable)

only post matching of the invoices in the GSTN System. This shall further be ensured by the Successful Bidder registered under GST (if applicable) that the invoice raised by Successful Bidder during a month is appropriately reported in the GST Returns of the said month.

- 14.1.7 CWC shall make payment within twenty (20) days of its receipt of a correct and agreed invoice submitted pursuant to Clause 14.1.1 to SAP's nominated bank account as notified in writing to CWC. Upon receipt, it shall be SAP's obligation to make appropriate payment(s) to the SAP Group(s) appointed by SAP.
- 14.1.8 Any invoice not complying with the provisions hereof will be returned by CWC to SAP whereupon SAP shall submit a rectifying invoice **through Bill Tracking system**. CWC shall make payment of such rectifying invoice in accordance with Clause 14.1.2.
- 14.1.9 No payment made by CWC shall be construed as acceptance in whole or in part of the performance by SAP of any of its obligations under this Contract.

14.2 CWC's Right to Dispute Invoices

If CWC disputes any item on an invoice received pursuant hereto then it shall be entitled to withhold, without payment of interest, the amount in dispute provided that:

- (a) CWC makes payment of any undisputed portion of the invoice and notifies SAP in writing of the disputed item(s) within three (3) days of receipt of the relevant invoice; and
- (b) if the dispute is resolved in favour of SAP, CWC shall pay the disputed amount within next **twenty (20)** days of the resolution of the dispute.

If the dispute is resolved in favour of CWC, SAP shall forthwith issue a credit note for the disputed amount.

14.3 Report Sheets

All invoices shall correspond with the daily reports or job tickets (or such other reports as may be required by the Scope of Work or reasonably required by CWC) previously furnished by SAP to CWC.

14.4 CWC's right to set-off

- 14.4.1 CWC shall be entitled to deduct from any payment due or becoming due to SAP under this Contract, all claims, levies, costs, damages or expenses for which SAP and/or SAP Group is liable to CWC during performing any Services and/or obligations under this Agreement. These shall include, without limitation, the minimum guaranteed revenue for the relevant month (proportionately).
- 14.4.2 CWC shall have the right to deduct from any amount from SAP due to SAP Group, any sum required for making good or the loss suffered by CWC, by reasons of non- fulfilment of any of the applicable laws, non-compliances by SAP Group or non-payment of dues to SAP Group. SAP shall not have any claim, issue or dispute as to whether or not such sum(s) paid to SAP Group directly or to any Government Authority, State Government/Local Authority, by CWC on behalf of SAP Group was/were validly due.

- 14.4.3 CWC will not be responsible for any non-compliance/ liability arising out of non-deduction/ deposit of TDS by the customers/ users/ SAP Group with respect to payment(s)/charge(s) collected/received against the Services rendered to the customers/ users by SAP Group and deposited directly into CWC's Bank Account.
- 14.4.4 CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, SAP is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mis-matching of claims and denial of input tax credit to CWC.
- 14.4.5 Notwithstanding anything contained in agreement/contract, in case of any default by SAP, the amount of Input tax credit denied in GST along with interest and penalty shall be recovered from the amounts payable to SAP.
- 14.4.6 GST paid by the customers/ users to CWC's bank account shall be deposited by CWC directly with the concerned Govt. Department in accordance with the relevant provisions after availing input tax credit of the GST paid to SAP in accordance with provision of GST.
- 14.4.7 SAP shall be liable to indemnify CWC for any tax demand and interest and/or penalty thereon arising due to negligence/fault of SAP and SAP Group.
- 14.4.8 Payments made by CWC to SAP would be subject to Tax Deduction at Source as per the relevant provisions of the Income Tax Act, 1961 and the rules made thereunder.

14.5 Audit

SAP shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to CWC on request. CWC (or its appointed representative) shall have the right to audit the relevant books and accounts of SAP in relation to any transaction under this Contract. Such audit right shall survive for a period of 02 years following the expiry or termination of the Contract. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

14.6 Liens

- 14.6.1 SAP and/or SAP Group shall not claim any lien, charge or the like on any aspect of the Services or on any property/facility of CWC and/or CWC Group. SAP shall defend, indemnify and hold CWC Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of SAP Group arising out of or in connection with the performance of this Contract.
- 14.6.2 Without prejudice to the generality of Clause 14.6.1, should any act or omission of SAP Group result in any lien, charge or the like existing upon the property of CWC Group after all payments hereunder have been made, SAP agrees to refund to CWC upon demand all monies that CWC Group may be compelled to pay to discharge any such lien.

15. SAP GROUP AGREEMENTS AND SUBCONTRACTS

- 15.1 SAP shall ensure that the provisions of the foregoing Clauses 14.5 (Audit) and 14.6 (Liens) are included in all agreements it shall enter into with any SAP Group(s) and/or sub-contractors who shall supply any personnel/ labour, equipment or materials to be provided under this Contract.

15.2 SAP agrees to furnish to CWC, promptly on request, a full and complete statement that all the SAP Group(s) appointed by SAP, SAP's suppliers, sub-contractors and vendors have been paid in full for work done or materials furnished in connection with the performance of the Services.

16 TAXATION

16.1 Definitions

For the purposes of this Clause 16 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or state or national government or authority of the country, competent to levy any Tax.

16.2 Person Responsible for payment of taxes

16.2.1 General:

Except as may be expressly set out in this Contract, SAP shall be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed on SAP or SAP Group or on the personnel of SAP or SAP Group by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by SAP or SAP Group (hereinafter referred to as "Personal Income tax");
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by SAP or SAP Group (hereinafter referred to as "Corporate Income tax");
- (c) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on SAP or SAP Group as a result of the performance of this Contract.

16.3 Withholding taxes and Withholding Tax certificates

16.3.1 CWC shall, at the time of its payments due to SAP, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that SAP shall produce to CWC any certificate issued by a Government Authority (having authority to issue such certificate) entitling SAP to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

16.3.2 CWC shall provide the necessary withholding tax certificates to SAP within the time stipulated by the relevant law to enable SAP to file the same with the Government Authority as a proof of payment of such taxes.

16.4 Person Responsible for filing of returns / information to Government Authorities

16.4.1 SAP shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, Service tax, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

16.4.2 SAP shall also ensure that SAP Group file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

16.4.3 CWC, with respect to the tax withheld from SAP in accordance with Clause 16.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

16.5 CWC's rights, if treated as representative assessee by Government Authorities

In certain situations, a Government Authority may treat CWC as the representative assessee of SAP and/or SAP Group and recover the Taxes due to the Government Authority by SAP or SAP Group from CWC. In such situations, CWC shall have the following rights:

- (a) CWC shall be entitled to recover from SAP, the Taxes paid on behalf of SAP or SAP Group (together with any costs and expenses incurred by CWC in connection therewith) or to retain the same out of any amounts to be paid to SAP or SAP Group that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to SAP; and
- (b) If CWC is required to furnish any details or documents in such capacity, CWC shall request the details or documents to be furnished to it by SAP and SAP shall immediately furnish the same to CWC. If SAP fails to comply with the foregoing, any penalty/interest levied on CWC for non-filing or late filing of details or documents in this regard shall be recoverable from SAP.

16.6 Indemnity

SAP shall defend, indemnify and hold CWC Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on SAP or SAP Group by any Government Authority arising out of or in connection with the performance of this Contract.

16.7 Change in Law

If, after the Effective Date of this Contract, there is any change in law which results in a change in the rate of any Tax included in the SAP 's quoted revenue /prices or rates or the introduction of a new Tax, such would not have an effect over the obligation(s) of the respective parties for payment of such taxes as referred in Clause (Person Responsible for payment of taxes).

17 INDEMNITIES

17.1 General

17.1.1 The indemnities granted in this Clause shall be full and primary notwithstanding the insurance(s) that may have been obtained by SAP or SAP Group.

17.1.2 CWC shall give SAP prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim and SAP shall have a right to defend/ pursue the same before appropriate forum / authorities at its own cost.

17.2 Property and Injury to Personnel

17.2.1 SAP shall be liable for, and shall defend, indemnify and hold CWC Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of SAP Group (including, but not limited to, SAP's Equipment); and
- (b) death or sickness of or injury to any member of SAP Group (including, but not limited to, SAP's Personnel)

arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of CWC Group.

17.2.2 SAP shall indemnify, defend and hold CWC Group harmless from and against any loss suffered or sustained by CWC Group by reason of/ as a result of/ arising out of or in relation to:

- (i) the non-performance and/or non-observance by SAP Group any of the obligations, undertakings, representations, covenants and/ or agreements and/ or of any of the terms and conditions of this Agreement;
- (ii) any wrongful, incorrect, dishonest, criminal, fraudulent acts of negligence or misconduct by SAP Group in the performance of this Agreement;
- (iii) breach of any provision of this Agreement by the SAP Group / Strategic Alliance Partner;
- (iv) a breach of any of the representations and warranties in relation to the Services; and
- (v) any claim that the Services or the performance by SAP Group of its obligations infringe, or their use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person;
- (vi) any liability on account of any defect in the Services provided by SAP Group;
- (vii) any theft, robbery, fraud or wrongful act or omission by SAP group; or
- (viii) any loss or damage caused to CWC Group for any default or mistake or error or commission of any act which is unauthorized by CWC Group.

17.3 Third Party Liability

17.3.1 SAP shall be liable for, and shall defend, indemnify and hold CWC Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third Party property; and
- (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of SAP Group. For the purposes of this Clause 17 (Indemnities), the words "Third Party" shall mean any party which is not a member of CWC Group or SAP Group.

18 CONSEQUENTIAL LOSS

Notwithstanding any provision to the contrary elsewhere in this Contract and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise), SAP shall be liable for, and shall defend, indemnify and hold CWC Group harmless from and against SAP Group's own consequential or indirect loss arising out of or in connection with the performance of this Contract.

19 INSURANCE

19.1 SAP Insurances

SAP may procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances as may be deemed fit by it for providing Services under this Contract.

20. FORCE MAJEURE

20.1 General

No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.

The Party prevented from performing due to Force Majeure shall promptly, and in any case within 24 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

20.2 Definition

The term "Force Majeure", as used in this Contract, shall mean:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
- (b) ionizing radiations or contamination by radio-activity from any nuclear waste, or radio-active, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by SAP in relation to the Services); or
- (c) earthquake, flood, or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
- (d) strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-SAPs and which affects a substantial or essential portion of the Services; or

- (e) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-SAPs); or
- (f) acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.

20.3 Payment during Force Majeure

Unless otherwise specified in the Contract, SAP shall not be entitled to any payment in respect of any period where the Services are not carried out as a result of Force Majeure.

20.4 Termination for Force Majeure

Should any circumstance of Force Majeure continue for a period equal to or more than fifteen consecutive days then CWC may terminate this Contract with immediate effect by notice in writing to SAP, in which case CWC's sole liability in respect of such termination shall be to pay to SAP (a) all sums properly due to SAP under the Contract in respect of the Services up to the date of termination.

21 LIQUIDATION OR INSOLVENCY

21.1 CWC's Right to Terminate

In the event that SAP, at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon SAP's voluntary petition in bankruptcy or upon the petition of SAP's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of SAP, or should any lien or other right inconsistent with SAP's title to such goods or equipment be enforced, or if SAP shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up SAP or if SAP shall go into liquidation (whether voluntarily or otherwise) or if SAP becomes subject, under the applicable laws of any jurisdiction, to any event having an analogous effect to any of the foregoing, the CWC may terminate this Contract with immediate effect by notice in writing to SAP or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause 22.3 (Termination due to SAP's Default).

21.2 LIQUIDATED DAMAGES / PENALTIES

1. The SAP shall develop a webpage (or web application individually or for the website of Corporation i.e. www.cewacor.nic.in) and user friendly mobile based application for entire PCS operations (for all platforms such as Android, iOS etc.), within 30 (thirty) days from the date of signing of agreement in consultation with and written approval of CWC. In case SAP fails to deliver web page/app and mobile app within stipulated time, penalty shall be levied @Rs.1000 per day.

2. Customer Query Resolution

Response Time	Time in which a complaint is resolved after it has been reported by the Customer to Service Provider.
Service Level Requirement	Any queries/requests/complaints are to be responded within half an hour of raising of the same.

Penalties for non-abidance of resolution time

Resolution of the Query	Any query should be resolved in 24 Hours from the time of reporting the issue.
Measurement of Service Level Parameter	The service level would be defined in the number of business hours calculated from the time of logging the call/raising the request with the SAP Group.
The service level would be defined in the number of hours calculated from the time of logging the call/raising the request with the SAP Group.	On expiry of allowed maximum resolution time liquidated damages @ Rs. 500 per 24 hours delay shall be levied till the problem is mitigated.
Note:- 1. 1. In case, the SAP Group fails to resolve the query in maximum 30 days, then Corporation may initiate Termination Process. The decision of Tender Awarding Authority shall be final and binding. 2. In case, the bidder fails to comply to SLA more than 05 times during the currency of the contract, then also Corporation can initiate the termination process.	

3. The data center/ data recovery site should be in cloud model and should be with Ministry of Electronics & IT (MeiTy), Govt. of India empanelled Tier-3 data center. The DC and DR must be in different seismic zones. The uptime SLA should be 99.5% per month basis. For calculation of SLA uptime shall be considered on 24x7 availability basis. For breach of SLA, a penalty of Rs 10,000/- per instance of breach of SLA shall be levied.

NOTE:

1. SLA as per Exhibit 5 shall be executed on non-judicial stamp paper along with the Agreement.
2. SLA as per Exhibit 5 shall be signed & uploaded by the bidder while submitting the document.

22 TERMINATION

22.1 Termination by CWC without Cause

CWC may, at its option, terminate all or any part of the Services or the Contract forthwith without cause at any time by giving no less than 3 months' prior written notice to SAP ("Notice Period"), subject to the provisions of Clause 22.2 (Payments to SAP). During such Notice Period, SAP shall continue to provide the Services including, the consideration payable to CWC.

22.2 Payments to SAP

In the event of termination under the provisions of Clause 22.1 (Termination by CWC without Cause), CWC's sole liability in respect of such termination shall be to pay to SAP all sums properly due to SAP under the Contract in respect of the Services (or terminated part thereof) and realize all sums payable by SAP to CWC up to the date of termination.

22.3 Termination due to SAP's Default

22.3.1 CWC may, at its option, terminate all or any part of the Services or the Contract forthwith in the following "SAP's Event(s) of Default":

- (a) SAP has breached any of its obligations under the Contract, provided that, where remediable, CWC has notified SAP of such breach in writing and SAP has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to CWC's reasonable satisfaction; or
- (b) SAP is not ready to commence the Services at the Site by the Commencement Date; time being declared essence of the Contract for commencement of the Services by the Commencement Date or
- (c) as provided in Clause 21 (Liquidation or Insolvency), one or more of the circumstances in that Clause apply.
- (d) SAP fails to provide/maintain the Performance Bank Guarantee as stipulated under this Contract;
- (e) Passing and confirmation of any winding up order or appointment of a liquidator, provisional or otherwise, administrator, trustee or receiver of the whole of the undertaking of SAP by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings and such legal proceedings are not dismissed within 60 days;
- (f) SAP being disqualified under any other Applicable Law or Applicable Permits to effectively carry on the Services under the Contract;
- (g) SAP abandoning or unilateral withdrawal from the Contract.

22.3.2 Upon occurrence of SAP's 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 SAP. Within 15 (fifteen) days of receipt of this preliminary notice for termination, SAP shall forward to CWC its

proposal to remedy/cure the underlying Event of Default (the “SAP Proposal to Rectify”). In case of non-submission of SAP proposal to rectify within the stipulated period, CWC shall be entitled to terminate this Agreement by issuing Termination Notice. If SAP proposal to rectify is forwarded to CWC within the period stipulated, SAP shall have further period of 30 (thirty) days to rectify the default. If SAP does not rectify the default within the said period, CWC shall be entitled to terminate this Agreement by issuing termination notice.

22.3.3 If termination occurs pursuant to this Clause (Termination due to SAP’s default), above, then CWC’s sole liability to SAP shall be to pay to SAP all sums properly due to SAP under the Contract in respect of the Services (or terminated part thereof) up to the date of termination as computed in accordance with Compensation Schedule-III.

22.3.4 Upon termination under this clause, SAP shall be debarred from participating in any future tenders of CWC for a period of two years. After completion of such two years, the defaulting SAP 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 SAP either before any court of law and/or Tribunal.

22.3.5 On occurrence of any of the events contemplated under Clause (Termination due to SAP’s default), whether or not leading to termination of the Contract by CWC, CWC or its Representative shall, at its sole discretion, in whatever manner it deems fit, shall be at liberty to engage other SAP(s) and/or other party at the risk and cost of SAP, without requirement of a notice to SAP in this regard. SAP shall be liable to make good to CWC all additional charges, damages, expenses, cost or losses that CWC may incur or suffer thereby. SAP shall not, however, be entitled to any claim whatsoever, resulting from entrustment of the work to another party. The decision of CWC’s Representative for contractual matters shall be final and binding on SAP.

22.3.6 On termination under this Clause (Termination due to SAP’s default) SAP undertakes to extend the validity of the then existing Bank Guarantee for two years from the effective date of termination.

22.4 Saving of Rights

The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.

22.5 Consequences of Termination

In the event of termination under any provision of this Contract, SAP shall:

- (a) promptly cease performance of the Services (or relevant part thereof);
- (b) if, and to the extent, requested by CWC, assign any subcontracts or other rights and titles relating to the Services (or relevant part thereof) which SAP may have entered into or acquired.

22.6 Survival of Clauses upon Expiry/Termination

The provisions of the Agreement and Clauses 10 (Patents), 14 (Payment), 16 (Taxation), 17 (Indemnities), 18 (Consequential Loss), 22 (Termination), 26 (General Legal Provisions) and

27 (Governing Law and Jurisdiction) shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

23 PERMITS, LAWS AND REGULATIONS

23.1 Permits and Authorisations

SAP shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations required for the performance of the Services and in respect of SAP Group's Equipment and SAP Group's Personnel and for all approvals and permits required for SAP to engage in business and provide services of the nature contemplated by this Contract. SAP shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorizations referred to in this Clause 23 (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause 23 (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).

23.2 Laws

In performing the Services, SAP and SAP Group shall observe and comply with all applicable laws including, without limitation, EPF, ESIC, health and safety, labour laws etc., whether of Government/statutory or other authority or agency having jurisdiction in relation to the Parties, the Services. SAP shall defend, indemnify and hold CWC Group harmless from and against any Claim in connection with SAP's failure to comply with such laws, arising out of or in connection with the performance of this Contract.

24 ASSIGNMENT AND SUBCONTRACTING

24.1 Assignment

24.1.1 SAP shall not assign either the Contract or any part of it or any benefit or interest in or under it without the prior written approval of CWC.

24.1.2 CWC shall be entitled to assign the Contract or any part of it or any benefit or interest in or under it to any Affiliate of CWC. In the event of such an assignment by CWC, SAP undertakes to enter into such documentation as is reasonably necessary to transfer CWC's obligations under the Contract.

24.2 Subcontracting

24.2.1 SAP shall not be relieved from any of its obligations or liabilities under the Contract by virtue of any subcontract and SAP shall be responsible for all work, acts, defaults and omissions of its sub-contractors and its or their employees or consultants as though they were the work, acts, defaults and omissions of SAP.

24.2.2 No subcontract shall bind or purport to bind CWC, and each subcontract shall provide for its immediate termination in the event of termination of this Contract.

24.2.3 All sub-contractors of SAP shall be responsible only to SAP. Notwithstanding the foregoing, CWC shall have the same rights in respect of the inspection of any services carried out by any sub-contractors as are provided for in this Contract in respect of the Services.

25. BUSINESS ETHICS

- 25.1 SAP shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to CWC's Code of Business Ethics. SAP shall not at any time enter into any arrangement with personnel, officers or agents of CWC or its Affiliates without CWC's prior written approval.
- 25.2 In conducting its business, SAP shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of CWC, its Affiliates, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of CWC, its Affiliates; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of SAP in any way. SAP shall require each of its directors, officers, employees, agents, consultants, sub-contractors and suppliers to comply with the provisions of this clause.
- 25.3 Notwithstanding anything to the contrary contained in this Contract, in the event CWC believes that SAP is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, CWC shall have the right to take appropriate action, which may include the immediate termination of this Contract.

26. GENERAL LEGAL PROVISIONS

26.1 Amendment

This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.

26.2 Waiver

No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.

26.3 Retention of Rights

Except in respect of the indemnities granted pursuant to Clause 17 (Indemnities), unless otherwise specifically stated, both CWC and SAP shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

SAP shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation, acknowledgement or the like, by CWC unless and until CWC relieves SAP in writing from the same.

26.4 Language

The language of the Contract shall be English and all meetings and other communications shall be in English.

26.5 Notices

26.5.1 All notices under this Contract shall be in writing and shall be served to the respective address and/or e-mail id set out in the Agreement. Either Party may from time to time change its address and/or e-mail id for service herein by giving written notice to the other Party.

26.5.2 Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by e-mail.

26.5.3 Any notice given by hand delivery shall be deemed to be given at the time of delivery.

26.5.4 Any notice served by e-mail shall be deemed to be given on the date recorded on the said e-mail.

26.6 Invalidity

If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

26.7 Entire Agreement

This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 26.7 (Entire Agreement) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

27 GOVERNING LAW AND JURISDICTION

27.1 General

This Contract shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at DELHI

27.2 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 below.

- (b) A Joint Committee with an equal number of representatives (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s ABC (Successful Bidder) shall be constituted for the administration of the agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.
- (c) The Joint Committee comprising three authorized representatives including the concerned Regional Manager of CWC and an equal number of authorized representatives of M/s 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.
- (d) In the event of any Dispute between the Parties, the other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the M/s ABC or such persons nominated by them, for the time being for amicable settlement.
- (e) Upon such reference, the said two persons shall meet not later than 30 days from 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 30 days of the such meeting between the said two persons, either party may refer the dispute to arbitration.

27.2 Dispute Resolution

- (a) Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause (Dispute Resolution).
- (b) In case, the Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The Successful Bidder shall be obliged to continue to provide the Service(s) to the Corporation under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Successful Bidder (except payment in dispute) shall be withheld on account of such proceedings.
- (h) The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator.
- (i) 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 (Dispute Resolution) shall survive the expiry or termination of the Contract.

SCOPE OF WORK

I. INTRODUCTION

CENTRAL WAREHOUSING CORPORATION is a statutory body which has been established under 'The Warehousing Corporations Act, 1962' and is into warehousing operations along with other allied business. Pest Control Service (PCS) is being handled by Central Warehousing Corporation as an additional service to warehousing and logistics. The revenue generation in this activity is ranging around Rs. 29-48 crore per annum.

Further, the Brand image of Central Warehousing Corporation for providing PCS can be used to outsource this service to increase turnover and reach new heights by tapping full potential of PCS business avenue. Accordingly, CWC intends to enter into a Strategic Alliance with interested parties for providing services through creation of SAP Group.

1. PCS BRAND NAME – “.....(To be decided by CWC which shall be intimated to SAP)”

The registration of trademark/copyright of brand name “..(To be decided by CWC which shall be intimated to SAP).....” for these Services/Scope of Work shall be initiated by CWC at its own cost.

Out sourcing with brand name “...(To be decided by CWC which shall be intimated to SAP).....” or any other brand name as may be informed by CWC to SAP, for the Pest Control Service shall be extended in any city on PAN-INDIA basis on execution of this project at _____ for a period of 03 (three) years from the date of commencement with a provision of extension of one year, based on mutual agreement. In case no agreement is arrived between the parties, CWC shall be free to appoint another SAP.

II. SCOPE OF SERVICE

This Agreement and Scope of Work is area specific (State specific), covering major PCS services segments (except fumigation) such as:

1. General Disinfestations service – Disinfestation of major household pests like cockroaches, house flies, ground dwelling insects, rodents and mice and other pests mostly for domestic, hotels, offices and institutions.
2. Vector control activity - mosquitoes, bed bugs and other disease spreading organisms are managed through various tactics like heat treatment, fogging, spraying etc. mostly for housing colonies, public places and carriers, hospitals and hotels.
3. Anti-termite Treatment - Both pre and post construction treatments including timber treatment with suitable chemicals, either water or oil based, as per necessity.

4. Weed control activities - municipal weeds in open area causing distraction in commercial activity and spreading diseases are controlled by spraying herbicides.
5. Microbial pest control - microbes like bacteria, fungus and molds are treated by disinfectants and aerosols mostly required in laboratories, hospitals, bakeries etc.

III. RESPONSIBILITIES and OBLIGATIONS

A. Responsibilities and Obligations of CWC

1. CWC shall obtain trademark/copyright registration of ..“(To be decided by CWC which shall be intimated to SAP....)..... brand which will be the initial investment of CWC.
2. CWC shall give adequate publicity in mass-media to promote the brand “...(To be decided by CWC which shall be intimated to SAP....).....”.
3. CWC shall provide SOP for each segment of service which shall be a confidential document and shall be shared with the SAP Group & strategic partners for execution of services.
4. CWC shall provide basic training to SAP Group operators and educate the employees & workers which will be arranged by CWC, Regional Offices.
5. May carry out random checks/inspection of field operations to check application of proper methods, usage of chemicals & its dosage, usage of equipments, etc.
6. CWC shall prescribe the dress code, signboard, office requirements and any other specification as required from time to time for the SAP Group.
7. CWC shall provide adequate space to SAP for co-ordination, documentation work in collaboration with CWC.

B. Responsibilities and Obligations of Strategic Alliance Partner (SAP)

1. For the purpose of providing Scope of Services, SAP shall appoint SAP Group to provide such services to ultimate customers/users.
2. SAP shall develop a webpage (or web application individually or for the website of Corporation i.e. www.cewacor.nic.in) and user friendly mobile based application for entire PCS operations (for all platforms such as Android and iOS) as detailed under relevant clause of scope of work . **The cost of development mobile app and web page/app for the services to be provided to ultimate consumers/customers through SAP Group will be borne by SAP. The SAP shall hand over the entire app including the source code of the app to CWC against a notional payment of Rs.01 only (inclusive of GST) as the Cost of Web app/page/Mobile app and it will become the property of CWC.**

3. SAP shall market the CWC's PCS brand "...(**To be decided by CWC which shall be intimated to SAP**)...." locally and create SAP Group(s) for expansion of PCS business. SAP shall verify the credentials of the SAP Group(s) through authorized third-party agency (ies) and prior to appointment of such SAP Group, submit the credentials to CWC for its records.
4. SAP shall keep a check on the SAP Group(s) on day-to-day activities and ensure that the SAP Group partners are utilizing resources & materials as per SOP and guidelines issued by CWC.
5. SAP shall analyze SAP Group-wise customer feedback from end users, obtained through the app and submit the compiled report regularly (monthly) to CWC.
6. Prior to discharge of any services under this Contract, SAP shall take prior approval of CWC for the use of equipment and chemicals for PCS work. SAP shall ensure that CWC is made aware of whatever quantity of SAP's Equipment including, chemicals, is being used for rendering the services under this Contract. CWC shall not be liable to take into account of any Service rendered by the SAP Group appointed by SAP unless and until SAP takes approval from CWC in respect of SAP's equipment to be used for discharging Services.
7. SAP has to ensure the efficacy of the chemicals being used for PCS operations by testing samples of chemical in NABL/BIS accredited lab & with the final approval of CWC.
8. SAP shall register in Bill Tracking System (BTS) of CWC and submit all invoices through it.
9. SAP shall also carry out inspection of the sites as & when allotted by CWC & submit reports.
10. SAP shall be solely responsible to bear any penalty / loss / costs or such similar expenses, if & when imposed / demanded by any customer / organization.
11. SAP shall be responsible for payment to SAP Group partners as per the agreed rates, terms and conditions between SAP and SAP Group.
12. As CWC is already registered on the TReDS platform i.e. M/s A. TReDS (Invoicemart), Mumbai with Entity ID No. 1000019533. SAP is required to register on the TReDS platform. The SAP can avail the TReDS facility, if they want.
13. SAP shall submit detail of supply of SAP's Equipment including its value thereof, every month.
14. SAP shall ensure that under no condition, existing PCS business of CWC is adversely affected and its long term clients/customers targeted and/or pinched.

C. SAP to ensure SAP Groups' responsibilities and obligations:

1. The SAP Group shall establish, maintain proper infrastructure and equipment, use chemical supplied by SAP as per the SoP and ensure proper uniform for operators.
2. The SAP Group shall verify the credentials of the operators along with police verification and submit the credentials to SAP.
3. The SAP Group shall respond to customer queries/requests/complaints within half an hour of raising of the same and resolve the issue within 24 hours.
4. The SAP Group shall execute the pest control work at the site as per customer service order & requirement. The service to be provided as per the convenient day and time requested by the customer on the website/app.
5. The SAP Group shall abide by all necessary statutory & regulatory requirements, including the norms laid down by Government of India.
6. The SAP Group shall take a medical insurance policy for all its operators and arrange annual health check-up.

IV. RECORD MAINTENANCE

1. SAP shall maintain SAP Group wise income, billing details, business performance, customer list & related issues, resource management & other relevant record as per the requirement of CWC.
2. Reports/formats generated are to be maintained by SAP through digital mode or on app and can be accessed by CWC as and when required.

V. INSPECTION & AUDITS:

SAP has to carry out Inspection & audits of the SAP Group operations periodically. CWC shall have the right to check the records at any point of time.

VI. SELECTION OF SAP GROUP BY SAP:

a. INVITATION FOR SAP GROUP & REGISTRATION

The Strategic Alliance Partner will invite interested parties for this venture. The applications shall be scrutinized on the basis of the following criteria:

1. Basic educational qualification: Graduation in any discipline
2. Should have a hired or own office (Min. of 300 sq. ft. carpet area).
3. Shall comply with all statutory and regulatory requirements as mentioned below.

SAP shall register the eligible SAP group member through online-mode and after their registration, SAP shall mandatorily submit all registration documents to CWC for information & record.

b. FACILITATION & TRAINING FEES:

Registration of the SAP Group members shall be done through on-line mode by SAP and subsequently, their registration documents shall be submitted by SAP to CWC for record. **A non-refundable Fees of facilitation & training shall be Rs 1,00,000 (Rupees one lakhs only) which will be deposited by the SAP Group members to SAP, who in turn would then transfer the same in CWC account which will be non-refundable.** CWC shall raise invoice to SAP for the same. GST as may be applicable would be extra.

- c. TERRITORY: Out sourcing with brand name “...(To be decided by CWC which shall be intimated to SAP)...” of the Pest Control Service shall be operational within the Hyderabad Region. However, the number of SAP Groups to be operated in these states would be decided by the SAP in consultation with and written approval of CWC.

VII. SERVICE & BRANDING

The Corporation shall prepare an Information Booklet for all the above services, methodology, input utilization and report generation. The Corporation shall also provide the specification for Display Boards, leaflets, chemicals, labour dress code and any other specification as required from time to time. SAP shall ensure that SAP Group strictly follows the below instructions for providing the service:

1. Infrastructure: The SAP Group member should have a minimum office space of 300 sq ft carpet area with adequate space for keeping chemicals and equipment for smooth discharge of PCS operation.
2. Chemical & Equipment: Chemicals and equipment shall be used as prescribed in the SoP for each segment of PCS activity.
3. Dress Code: Specifications of uniform dress code for operators engaged in pest control services are:
 - Coverall/gowns/aprons should be of blue colour with red logo of CWC.
 - Dress should be provided with CWC logo of appropriate size. CWC stickers should be placed at front and arms too.
 - The size of CWC logo at front should be around 3’’*3.5’’ and at arms it should be around 2’’*1.7’’
 - On the back side, Pest Control Services should be written on the top and below that CWC & name of the Region be mentioned.

VIII. STATUTORY AND REGULATORY REQUIREMENTS TO BE COMPLIED BY THE SAP GROUP

1. Registration of the Firm as per applicable laws.
2. Valid Labour license, as applicable.
3. License to stock & use chemicals.
4. Income-Tax, GST registration as required.
5. Aadhar and PAN card.
6. Valid address proof.
7. Bank Account details.

IX. RECORD MAINTENANCE

The SAP Group shall maintain records on business performance, customer related issues, financial / bill records and resource management as per the requirement of CWC. Following records are required to be maintained:

1. Pest control service reports;
2. Marketing reports;
3. Customer communication/feedback reports;
4. Bill registers;
5. Any other report/records as per CWC's requirement as may be informed from time to time during execution of this Agreement.

Reports generated are to be maintained by the SAP Group in digital mode or on app and can be accessed by CWC as and when required.

X. INSPECTION & AUDITS:

At the discretion of CWC, Inspection of the SAP Group operations may be carried out on random basis.

XI. TRAINING

- Operational Training to the SAP Group shall be provided by CWC, Regional office before commencement of operations and as and when required at the request of SAP. The training shall cover:
 - Methods and procedure of treatments, SoP and guidelines.
 - Site inspection and type of treatment to be provided.
 - Information on chemicals, types & usage, harmful effects of chemical and precautions to be taken.
 - Training on use of pest control equipment, safety & protective equipment.
 - Behavioral aspects including marketing and customer relationship management.
 - Any other as per the requirement.

XII. CREATION OF BRAND, PUBLICITY, MARKETING OF SERVICES

A non-refundable **facilitation & training fee** will be deposited by SAP Group members with SAP, who in turn shall transfer the same in CWC account which shall be adjusted against expenditure incurred by CWC that is being utilized for registration and protection of the copyright, trademark of “...(To be decided by CWC which shall be intimated to SAP....) brand, brand promotion, etc. **CWC shall raise invoice to SAP for the said facilitation & training fee. GST as may be applicable would be extra.**

XIII. PROVIDING WEB APPLICATION AND MOBILE APPLICATION

1. The SAP shall develop a webpage (or web application individually or for the website of Corporation i.e. www.cewacor.nic.in) and user friendly mobile based application for entire PCS operations (for all platforms such as Android, iOS etc.), within 30 (thirty) days from the date of signing of agreement in consultation with and written approval of CWC. In case SAP fails to deliver web page/app and mobile app within stipulated time, penalty shall be levied @Rs.1000 per day.
2. CWC shall approve the SRS (Software Requirement Specifications) document, and thereafter only the development of the mobile application is to be undertaken.
3. The web applications and mobile applications shall be required to be integrated with Warehouse Management System (WMS)/ ERP of CWC for generation of invoices (e-Invoicing) and passing necessary accounting entries in to CWC's accounting module. CWC's Payment Gateway also shall be integrated for receiving payments. The complete integrations shall also be ensured by the SAP.
4. The SMS gateway and e-Mail gateway required for mobile app and web application, shall be provided by CWC, however, it shall be the responsibility of SAP for getting the same integrated.
5. Post development of the application as per the approved SRS, the SAP shall submit the developed mobile apps and web application for User Acceptance Testing (UAT) which shall include the testing of features/ functionalities of the applications viz Web App, Android and iOS app including testing of integrations such as with WMS/ERP, gateways etc. After UAT confirmation by CWC, the SAP shall undertake the Security Audit of the mobile apps and web application from CERTIN empaneled security auditors. Once, the web app and mobile apps are certified as safe for hosting by the auditor. The SAP shall submit this certificate to CWC and CWC shall issue go-live certificate and accordingly, the SAP shall migrate the web application and mobile apps to Production Environment.
6. The SAP shall be responsible for getting the mobile app developed and for 01 year AMC of the mobile app. During AMC period, SAP shall be responsible for maintaining/ up-grading/ customize the mobile app as per the requirement of Corporation.
7. After 01 year or earlier, Corporation shall take-over the mobile app from SAP after making notional payment of Rs.01 only (including GST) for the Cost of Web app/page and Mobile app. SAP shall handover the complete source code of the mobile app, cloud infra (if desired by Corporation), necessary credentials of Play Store and App Store or any other information as may be required by Corporation. The SAP shall also assist the

appointed AMC vendor by Corporation for at least 03 months after successful handover to ensure satisfactory transition of operations of the mobile app from SAP to CWC or CWC's appointed vendor.

8. The data center/ data recovery site should be in cloud model and should be with Ministry of Electronics & IT (MeiTy), Govt. of India empaneled Tier-3 data center. The DC and DR must be in different seismic zones. The uptime SLA should be 99.5% per month basis. For calculation of SLA uptime shall be considered on 24x7 availability basis. For breach of SLA, a penalty of Rs 10,000/- per instance of breach of SLA shall be levied.
9. The development is to be ensured from a software company which is ISO 27001 certified and related p features, routine updates, bug fixing, helpdesk facilities is to be ensured by the SAP or its sub-contractors.
10. The mobile applications and web application should be akin to the present similar pest control services booking/ providing applications available in the market.
11. **Broad features of webpage & mobile app**
 - User friendly webpage/app
 - Booking & scheduling of services (type of service, date, time, etc.)
 - Tracking of operators & service execution;
 - Invoice generation and payment. Invoice must contain details of SAP & SAP Group and also a provision to generate compiled SAP Group wise/ SAP wise report.
 - Customer feedback
 - Complaint redressal and escalation;
 - SoP of services and Q/A for SAP Group operators;
 - Self-certification of operators.
12. The SAP shall provide the relevant data stored in the database to CWC as and when desired by CWC.

COMPENSATION SCHEDULE

1. There shall be no sharing of the one-time non-refundable facilitation & training fee amount paid by the SAP Group members to SAP which SAP shall remit to CWC.
2. Tariff rates of the services to be provided by SAP Group to ultimate consumer/customer(s) shall be deliberated and proposed by SAP. Tariff will be published by CWC.
3. The SAP shall ensure that all the payments/ charges, including the GST, for the Services rendered to the users by the SAP Group in a month (or pro-rata thereof), are deposited directly into CWC's Bank Account. All invoices and payments have to be made through the Webpage/App through electronic mode only.
4. The GST compliant tax invoices must be raised to the users in the name of the CWC, including but not limited to the compliance with Rule 46 of CGST Rules, e-invoicing and dynamic QR code on B2C invoices. The IRN for the e-invoice must be generated immediately at the time of issuance of invoice to the customer.
5. Upon realization of amount at the end of the month, CWC shall on monthly basis, be entitled to realize for itself the monthly Minimum Guaranteed Revenue (excluding GST) or 15% of the actual revenue generated (excluding GST) in the said month, whichever is higher, and after such realization, CWC shall remit the balance payment to SAP.
6. Reconciliation of the monthly Minimum Guaranteed Revenue (excluding GST) and 15% of the actual revenue generated (excluding GST) in the said month shall be done on quarterly basis by CWC.
7. For receiving such balance amount, CWC shall inform SAP of the balance amount on or before 5th of every subsequent month and SAP shall, within next five (5) days, provide CWC with a GST compliant invoice of the amount so informed by CWC in accordance with point 8, below. CWC will ensure that SAP's share of the total income realized in a month will be paid within 20 days to the SAP from the date of submitting the bills.
8. The e-invoice will be raised by the SAP to the CWC for claiming its share of the total revenue realized in a month. An invoice without IRN shall not be accepted by CWC in such a scenario. Where the e-invoicing provisions are not applicable to the SAP, it shall provide an undertaking confirming the same. Further, the SAP is required to provide all the relevant details required under the GST provisions, such as description, HSN code, tax type and tax percentage. The SAP must use the GSTIN of applicable unit of CWC.
9. At all relevant times, it shall be SAP's obligation to pay to the SAP Group appointed by it as per its respective contract(s) irrespective of any payments to be received from CWC.

10. Notwithstanding anything to the contrary in this Contract, SAP shall be obligated to pay monthly Minimum Guaranteed Revenue (excluding GST) or 15% of the actual revenue generated (excluding GST) whichever is higher, irrespective of whether or not SAP is able to generate the monthly Minimum Guaranteed Revenue in the said month or during the term of this Contract.

11. If the SAP is not able to generate the monthly Minimum Guaranteed Revenue in any month or during the term of this Contract, CWC shall generate an invoice on SAP on 3rd day of succeeding month for realization of Minimum Guaranteed Revenue and SAP shall pay the bill within 7 days of receipt of bill.

12. The SAP agrees to make good the loss of GST including Input Tax Credit, if any, due to type of PCS Services at the premises and in all cases, the minimum Guarantee Revenue of CWC shall remain intact and in no way be compromised.

13. Under GST regime, the SAP is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Non-compliance would result in mis-matching of claims and denial of input tax credit to CWC, in case of such default by the SAP ; the amount of Input tax credit denied in GST along with interest and penalty may be recovered from the SAP.

PERFORMANCE BANK GUARANTEE

Note:-

1. To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.
 2. The expiry date of the BG shall be 180 days beyond the date of expiry of the contract.
 3. The date of expiry of **claim period shall be 06 months** beyond the date of expiry of the BG.
 4. 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.
 - iv. The bidder/SAP shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
- v. **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 body established under the Central Warehousing CWC Act,1962, having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110026 (herein after referred to as “**CWC**”).

WHEREAS M/s _____ (hereinafter referred to as “**Strategic Alliance Partner**” or “**SAP**”) having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee to CWC in connection with the Contract awarded to the SAP for Pest Control Operations through Fanchising .

WHEREAS the SAP as per the Contract and through the Surety has agreed to furnish a Bank Guarantee for Rs...../- (INRonly) for due performance of all obligations under the Contract, within fifteen working days from the date of acceptance of tender/Issuance of Letter of Award by CWC.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Bidder/SAP to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the SAP, the said amount of Rs...../- (Rupees only).
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 SAP and notwithstanding any security of other guarantee that CWC may have in relation to the SAP’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 only (in words) without any demur, reservation, recourse, contest or protest and without any reference to the SAP. Any such demand made by CWC 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 SAP 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 SAP 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 SAP and to enforce, or to forebear 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 SAP or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the SAP 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 SAP. Failure of the SAP 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:
 - (i) Surety's liability under this bank guarantee is limited to INR only (in words) and Bank's guarantee shall remain in force until **[insert date]**.
 - (ii) 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.
 - (iii) 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.

- (iv) 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 - 10

PARTICULARS OF EXPERIENCE

(For the last Three Financial Years and current FY)

S. No.	Name and Address of Client	Contact Details (Email Id/Phone No.)	Description of PCS material supplied/service rendered	Date of Supply/ service rendered	Value (Rs)

In support of the above claimed experience, Certificate specifying supply of PCS material/ service rendered during last 3 Financial years and current FY issued by the respective corporations shall be enclosed. The experience /details will not be counted/reckoned for evaluation unless supported by sufficient documentary evidence.

Signature

(Name, Seal of the Company Organization)

Place:

Date:

EXHIBIT-11
Format for Non-Disclosure Agreement

(On Non Judicial Stamp Paper)

Tender Ref. No.: GEM/_____

Date: _____

WHEREAS, we the undersigned, having our principal place of Business/ registered office at _____, herein after referred _____ to “Bidder” the, are desirous of e-tendering for Bid No. _____dated____providing “Name of Work” to the Name of Tender Awarding Authority, Central Warehousing Corporation , RO.....

WHEREAS, the bidder is aware and confirms that the information, software, hardware, business data, architecture schematics, designs, storage media and other documents made available by Name of Tender Awarding Authority in the documents during the tendering process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/ or proprietary to Name of Tender Awarding Authority, Central Warehousing Corporation, RO.....

NOW THEREFORE, in consideration of the foregoing, the bidder agrees to all the following conditions, in order to induce Name of Tender Awarding Authority, Central warehousing Corporation, RO..... to grant the specific accesses to confidential information, property, information systems, network, databases and other data of Central Warehousing Corporation.

IT IS HEREBY AGREED AS UNDER:

- a) The Bidder agrees to hold in trust any confidential information received by CWC, as part of the Tendering process or otherwise, and the shall maintain strictest of confidence in respect of such confidential information. The Bidder also agrees:
 - i) To maintain and use the confidential information only for the purposes of tendering for this Bid and only as permitted herein;
 - ii) To only make copies as specifically authorized by the prior written consent of CWC and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii) To restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a “need to know” basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause;
 - iv) To treat confidential information as confidential unless and until CWC notifies thereof release of its obligations in relation to the said confidential information.
- b) Confidential information does not include information which;
 - i) The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii) Is independently developed by the Bidder without breach of conditions under this Tender;
 - iii) Information in the public domain as a matter of law;
 - iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;

- v) Is released from confidentiality with the written consent of CWC. The Bidder shall have the burden of proving herein above are applicable to the information in the possession of the bidder.
- c) Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process may require the bidder's personnel to be present on premises of CWC or may require the 's personnel to have access to software, hardware computer networks, databases and storage media of the CWC while on or off premises of CWC. It is understood that it would be impractical for CWC to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of CWC that the Bidder's personnel representatives or agents acquire while on CWC premises, or through access to computer systems or databases while on or off CWC premises, shall be deemed confidential information.
- d) Confidential information shall at all times remain the sole and exclusive property of CWC. Upon completion of the tendering process, confidential information shall be returned to CWC or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of CWC. Nothing contained herein shall in any manner impair rights of CWC in respect of the confidential information.
- e) In the event that the Bidder becomes legally compelled to disclose any confidential information, the Bidder shall give sufficient notice to CWC to enable CWC to prevent or minimize to the extent possible, such disclosure, shall not disclose to a third party any confidential information or the contents of this Bid without the prior written consent of CWC. The obligations of this Clause shall be satisfied by handling confidential information with the same degree of care, which the Bidder applies to its own similar confidential information but in no event less than reasonable care.
- f) The obligations herein shall survive the completion or cancellation of the Tendering process.

For and on behalf of: _____(Name of Bidder)

Authorised Signatory Name: _____

Designation: _____

Office Seal: _____

Place:___

Date:_____