



Central Warehousing Corporation
केंद्रीय भंडारण निगम

**Development of Cement Silo Facility under DBFOT
model in vacant land of existing Base Depots /
warehouses of CWC or any identified / given
locations of Central Warehousing Corporation (CWC)**

ISSUED BY:
CENTRAL WAREHOUSING CORPORATION,
4/1, SIRI INSTITUTIONAL AREA, AUGUST KRANTI MARG
HAUZ KHAS, NEW DELHI – 110 016
DATED: 16.01.2025

Notice

Central Warehousing Corporation invites proposal through e- tendering single stage two bid bidding system from the interested Professionally Competent and financially sound parties for Design, Build, Finance, Operate, Manage, and Transfer of the Cement Silo Facility.

The duly filled E-Tender along with self-attested copies of Experience/Work done certificate, schedule of rates and Earnest Money Deposit and **Bid Document Fee of Rs. 10,000/- (Rupees Ten Thousand only)** be send online as per following schedule.

RFP No.	CWC/CO/TC/2024-25/35 dated 16/01/2025		
Name of work	Development of Cement Silo Facility under DBFOT model in vacant land of existing Base Depots / warehouses of CWC or any identified / given locations of Central Warehousing Corporation (CWC).		
Bid Document Fee	Non-refundable Processing fee payable to CWC for an amount of Rs. 10,000/- (Rupees Ten Thousand only) excluding GST @ 18%. The payment should be deposited through e-payment gateway of M/s ITI only		
Earnest Money Deposit (EMD)	If bidding for One Location : INR 35,00,000/- (Rs. Thirty Five Lakhs) If bidding for Multiple Location : INR 70,00,000/- (Rs. Seventy Lakhs)		
Performance Security per Location (For Development of Cement SILO)	INR 1,25,00,000/- (Rs. One Crore Twenty Five Lakhs Only), Which will be released upon submission of PBG on account of Concession Fee payable to CWC.		
Performance Bank Guarantee(PBG)	Equivalent to 01 year of concession amount payable to CWC		
Validity of the PBG	The PBG shall remain valid for entire contract period including its extension and with a liability period of 01 year for its release.		
Document Download Start Date & Time	16/01/2025 at 1500 Hrs	Document Download End Date & Time	12/02/2025 at 1500 Hrs
bid Submission Start Date & Time	16/01/2025 at 1500 Hrs	EMD & bid Submission Closing Date & Time	13/02/2025 at 1500 Hrs
Tender Opening (techno-	13/02/2025 at 1530	Tender Opening	Shall be intimated

commercial bid) Date & Time	Hrs	(Financial bid) Date & Time	later vide E procurement portal only to Qualified Bidders.
Date of Pre-Bid Meeting	Date: 23/01/2025 at 15:00 Hrs at 4/1, August Kranti Marg, Siri Institutional Area, Block A, Hauz Khas, New Delhi, Delhi 110016.		

The Interested Bidders, who wish to participate, may download the RFP documents from CWC website www.cewacor.nic.in or website www.cwceprocure.com or CPP Portal <http://eprocure.gov.in/epublish/app>

Scope of work and terms and condition has been enclosed with RFP which may be referred by the agency while quoting the rate.

GM (Rail Operations)
Central Warehousing Corporation

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 business of the facility, 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 within 07 days of publishing of RFP, 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.

CWC and the bidder shall have to comply with all provisions of law including the provisions of Central Warehousing Corporation Act, 1962 and its amendments thereafter along with all the other applicable regulations.

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 <http://www.cewacor.nic.in>; on the CPP Portal eprocure.gov.in; and on the CWC's tender portal www.cwceprocure.com for the benefit of such tenderers who have downloaded the Tender from the website. It is informed that it is the sole responsibility of such bidders to check the website for such changes, if any, on the website with reference to this tender before submitting the Tender. If they fail to do so the CWC shall in no way be liable for the same. However, changes/ clarifications, if any, shall be posted on the website latest by two days prior to close of downloading of the Tender.

INSTRUCTIONS FOR ONLINE BID SUBMISSION/ E-TENDERING PROCEDURE/ GUIDELINES

1. CENTRAL WAREHOUSING CORPORATION, a Government of India Undertaking represented by Managing Director, Central Warehousing Corporation, is having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, New Delhi -110016 (herein after referred to as "CWC")
2. The complete RFP document can be viewed from website www.cewacor.nic.in The RFP can be viewed and downloaded only from the website www.cewacor.nic.in The intending bidders should submit their proposal with requisite document online at the time of submission of their proposal.
3. Submission **of Bids**: All bidders have to submit bids through online mode only as per following details and no bids in physical format will be entertained.
 - a. This document has been floated on following portal: www.cwceprocure.com www.cewacor.nic.in and www.eprocure.gov.in
 - b. 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.
 - c. 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.
 - d. 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 authorized 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.
 - e. The person authorized to participate in the bidding on behalf of the Bidder i.e., authorized signatory, can submit the bid under digital signature none other than the one issued to him. Any non-compliance with this stipulation will lead to summarily rejection of the bid.
 - f. **Bidder shall submit their offer in electronic format on the website** www.cwceprocure.com , on or before the scheduled date and time as mentioned above. No bid in physical form will be accepted and any such offer, if received by CWC, will be outrightly rejected.
 - g. For any clarification regarding online participation, contact:
 - i. M/s Indian Telephonic Industries Limited, Unit No.202-203, 2nd, Floor, H.B. Twin Tower, Tower-I, Netaji Subhash Place, Pitampura, New Delhi-110034
 - ii. For assistance in online-tendering, bidder may call following helpline numbers: 080-45811365/080-45982100/9870393812. & E-mail ID: tendercell.co@cewacor.nic.in
4. All the documents uploaded in the website to be serially page numbered in the sequence to the documents sought criteria so that the same can be linked properly.
5. To participate in the online-RFP, it is mandatory for the bidder to submit all desired documents within stipulated time period. All the documents uploaded in the website to be serially page numbered in the sequence to the documents sought criteria so that the same can be linked properly.

6. Complete RFP documents, duly accompanied with NECESSARY DOCUMENTS shall be submitted as per the date & time mentioned above. RFP shall be opened ON STIPULATED DATE as mentioned in the RFP in presence of bidders or their authorized representative who may wish to be present.
7. Any lacuna in downloading from the website is at the sole risk & responsibility of the user.
8. Corrigendum/Addendum to this quotation, if any, will be published on website www.cewacor.nic.in Newspaper Press advertisement shall not be issued for the same.
9. The offer rate shall be valid for **180 days** from the date of opening of RFP.
10. CWC reserves the right to reject any or all the bids without assigning any reason thereof.
11. CWC reserve the right to scrap the complete RFP process any time without assigning any reason thereof.
12. Letter regarding clarification/missing documents will be issued to concerned parties. In response, the bidder needs to submit the clarification/ missing documents (if any) through on the same portal through which original bid was submitted. Response received after the stipulated date & time mentioned in the clarification letter may not be accepted.
13. **Disqualification Conditions:**
 - i. Tenderers who have been blacklisted or otherwise debarred by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
 - ii. Tenderers contract should not have been terminated for Tenderer's default by CWC during the last five years as on last date of submission of bid. In addition, the tenderer shall also not be eligible to participate in any future tender in case of any pending/outgoing legal dispute with CWC whether before any Court of law and/or arbitration with regard to any contract on last date of submission of bid and/or in case any recoveries/dues are outstanding on part of the tenderer payable to CWC.
 - iii. If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.
 - iv. 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 tenderer disqualified.
 - v. Bidder must upload scanned copies of all the requisite documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered /altered / manipulated during verification, then the Earnest Money Deposit (EMD) of the bidder shall be liable to be forfeited and he / they himself themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
 - vi. A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
 - vii. Tenderer/ Bidder who is blacklisted by the GST authorities.

DATA SHEET**Location Details:**

EXISTING CWC FACILITIES (Base Depots) / RWC					
Regional Office	Name of the Facility	Nature of the Facility	Name of WH Manager	Contact Detail	Facility Details
Hyderabad	Rayanapadu	Rail Siding Facility	Y.Tirupatamma	8142902992	1.Total Area : 31.23 Acres 2.No. of Tracks : 2 3.OHE available but non-functional
Lucknow	Bamanheri	PFT	Tushar Shiv	9039553491	1.Total area- 63.05 acre 2.Covered area-64652 Sq. Meter (15.98 acre) (total godown area) 3.No. of godown-28 4.No.of tracks- 2 5. With OHE
Mumbai	Indapur	RWC	Regional Office, Mumbai	-	Railside Warehousing Complex (RWC)
	Miraj	Rail Siding Facility	Samuchit Bhagat	9975753436	1.Total Area : 31.70 Acres 2.Covered Area : 100224 MT 3.No. of Tracks : 3 4.OHE work under progress
Chandigarh	Amritsar	Rail Siding Facility	Manbeer	8396810002	1.Total area- 19.6 Acre 2.Covered area- 33585 m2 3.No. of Godowns =16 4.No.of tracks- 3 5. Non OHE
	Nabha	PFT	Chetan Sidana	7888486722	1. Total Area: 77.52 Acre 2. Covered Area: 28328 Sq.mtr (Siding Godown Covered area) 3. No of Godowns: 8 4. No of Tracks: 3 5. Non OHE
	Pathankot	Rail Siding Facility	Balraj Kumar	9463116282	1.Total area : 38.152 acre 2.Covered area- 26338 sq mt 3.No. of Godowns =10 4.No. of tracks- 06 5.Non OHE 6. Customer details- NIL 7. Non-Operational
Bhopal	Khandwa	Rail Siding Facility	Amardeep Singh	9826444656	1.Total area- 47 acre 2.Covered area- 27881 m2(godown area for railway siding) 3.No. of godown-10 4.No.of tracks- 4 5. OHE

OTHER EXISTING CWC FACILITIES			
Sl. No	Name of the Facility	Nature of the Facility	Facility Details
1	CWC Shahganj	Non Rail Siding	Adjacent to Rail link facility and connection is feasible to CWC Warehouse.
2	CWC Gulbarga-II	Non Rail Siding	
3	CWC Pedakakanni	Non Rail Siding	
4	CWC Maksi	Non Rail Siding	
5	CWC Gondia	Non Rail Siding	
6	CWC Pilakhni	Non Rail Siding	
7	CWC Jorhat	Non Rail Siding	
8	CWC Coochbehar	Non Rail Siding	
9	CWC Durgachak	Non Rail Siding	
10	CWC Haldia	Non Rail Siding	
11	CWC Gondia-II	Non Rail Siding	
12	CWC Ambernath	Non Rail Siding	

Bidders may please note that the gestation period for commencement of commercial operations upon subsequent handing Over of the Site shall be as under: -

- Locations with Rail Connectivity:** 06 month from the date of LOA.
- Locations with No Rail Connectivity:** 03 Months' time from the date of handing over of the site with Rail connectivity. The bidders may ensure parallel activities during the gestation period of 06 months in respect of construction and development of the Cement Silo set-up.

The Bidders are free to quote for more than one location, in the event of which, the Earnest Money Deposit (EMD) as per RFP document needs to be submitted by the bidder. H1 Bidder will be decided on per location basis.

S. N.	DESCRIPTION	
1.	Other Amenities	Rail linked facility, Office Block, Weigh Bridge, Security Cabin, Public Toilet, Labour Shed, Fire Extinguishers and Fire Buckets, Boundary Wall with Fencing/ barbed Wire fencing, CCTV system with Power Backup, Internal Roads, Water Supply and Electrical Connection
2.	Pre-Bid Conference	Date: 23/01/2025 at 15:00 Hrs at 4/1, August Kranti Marg, Siri Institutional Area, Block A, Hauz Khas, New Delhi, Delhi 110016.
3.	Last date of sending queries	24/01/2025 upto 1500 hours
4.	Name and Address where queries/correspondence concerning this Request for tender is to be sent.	Clarifications / queries on the tender may be sent through email on the email id : gm.railoperation@cewacor.nic.in and tendercell.co@cewacor.nic.in
5.	CWC's response to the queries raised by the bidders	Response to all the queries shall be uploaded on www.cwceprocure.com
6.	EMD & bid Submission Closing Date & Time	13/02/2025 till 1500 hours
7.	Date of opening of tender	13/02/2025 till 1530 hours
8.	Address where Applicants must submit Tender	Online as per www.cwceprocure.com
9.	Bid Validity	180 days from date of opening of Bid

S. N.	DESCRIPTION	
10.	Bid Document Fee	As per RFP
11.	EMD, Performance Security & PBG	As per RFP
12.	Technical Eligibility)	As per RFP
13.	Financial Eligibility	As per RFP
14.	Opening & Evaluation of the Technical Bids (Cover 1)	The Bidders may please note that the criteria under this Clause of RFP Part I, shall only be considered as the qualified bidder and the financial bids shall only be opened for qualified bidders only.
15.	Method of Selection tender (Bid Parameter)	Highest Financial Proposal The bidders are required to quote the rates in Financial Bid Format placed at Appendix.
16.	Evaluation of Bids and Issuance of Letter of Award (LoA)	<p>The bidder offering the highest Financial Bid Fee, provided that the Bid is responsive in terms of the INSTRUCTIONS TO BIDDERS and the Bid Forms [RFP Part - I], shall be declared as the Selected Bidder and the Corporation shall issue a Letter of Award (LoA)[as per the RFP Part -II] after opening of the Financial Bid.]</p> <p>In the event that two or more Bidders quote the same amount of highest Concession Fee (the "Tie Bidders"), The Tie Bidders will be required to submit their revised Financial Bid with the amount of Concession Fee quoted earlier by the Tie Bidders as the Base Price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Concession Fee in the revised Financial Bid, will be declared as the Successful Bidder.</p> <p>LoA shall be issued, in duplicate, to the Successful Bidder.</p>

S. N.	DESCRIPTION	
		<p>The Successful Bidder shall, within 7 (seven) days of receipt of LoA, sign and return the duplicate copy of LoA in acknowledgement thereof. In the event, the duplicate copy of LoA duly signed by the Successful Bidder is not received by the stipulated date, CWC may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit.</p> <p>Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favour of the Successful Bidder in any manner whatsoever, and CWC will continue to have complete ownership of the Site/Facility. However, the Corporation will hand over the Site to the Concessionaire on the appointed date as defined in the concessionaire agreement</p>
17.	Performance Security	<p>The Successful bidder shall submit the Performance Security within the time specified in the agreement. The Performance Security shall be submitted in the form of Bank Guarantee.</p> <p>The successful bidder shall ensure that the Bank Guarantee issuing bank sends cover for Bank Guarantee (and/or confirmation about issuance of bank guarantee) issued through SFMS platform to the Corporation's Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:</p> <ul style="list-style-type: none"> (i) MT760 COV for issuance of bank guarantee. (ii) MT767 COV for amendment of bank guarantee. (iii) Issuing bank shall mention Corporation beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV. <p>The successful bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.</p> <p>Bank Guarantee submitted without these details shall not be accepted.</p>

S. N.	DESCRIPTION	
18.	Execution of Concession Agreement	<p>The Agreement [as per the RFP Part-III] will be signed by the Corporation with the bidder, within 30 days from the date of issue of LOA subject to payment of first annual concession fee. The bidder will be referred to as the "Bidder" in the Agreement.</p> <p>Please take note that the issuance of the Agreement does not grants or vests any ownership rights and/ or possession rights over the Site in favour of the bidder in any manner whatsoever, and CWC will continue to have complete ownership and possession of Site.-However, the Corporation will hand over the Site to the Bidder on the appointed date as defined in the agreement for the Period of 15 years (Fifteen) and further extendable up to two terms of 5 years each as per the provision of the RFP.</p>
19.	Commercial Operation Date (COD)	<p>Commercial Operation Date 1 (COD 1) shall be the commencement date of the commercial operation by the Concessionaire after successfully getting the handover of the Site for fulfilling the specified scopes and obligations mentioned in the Concession Agreement.</p> <p>Commercial Operation Date 2 (COD 2) shall be the commencement date of commercial operation by the Concessionaire after the completion of construction of new Assets at the Site as specified in the Concession Agreement .</p>
20.	Approvals and permits	<p>It shall be the sole responsibility of the Concessionaire to procure all the applicable approvals and permits regarding the construction/redevelopment/upgradation of facilities as specified in the Concession Agreement.</p>

RFP PART - I

Instructions to Bidders and Bid Forms

INSTRUCTIONS TO BIDDERS (ITB) AND BID FORMS

1 Introduction:

Central Warehousing Corporation (CWC) is a statutory body which was established under 'The Warehousing Corporations Act, 1962' and its aim is to provide reliable, cost-effective, value-added, integrated warehousing and logistics solution in a socially responsible and environment friendly manner.

- i. The Central Warehousing Corporation (CWC) is a Nav Ratna, Public Sector Undertaking. It provides integrated warehousing logistics services. It has diverse presence in storage of food grains, Container Freight Station (CFS), Inland Container Depot (ICD), Custom Bonded Warehousing, Air cargo complexes, Container train operations (CTO), Rail-side warehousing, etc.
- ii. CWC intends to set up Cement Silos at identified locations. These silos can be developed by the party on the land allocated by CWC on DBFOT basis and on operation & maintenance basis for a period of 15 years whereafter it shall be transferred to CWC.
- iii. Tentative locations, suitable for setting up of Silos for Cement storage & linked operations, have been identified as per Annexure-. At most of these locations CWC is already having rail linked Base Depots / warehousing facilities which can be utilized for creation of an eco-system for Cement Silos.

1.1 Objective of the RFP :

- i. To develop infrastructure in form of Cement Silos for Bulk Transportation and distribution.
- ii. To provide vacant land for development/construction of Cement silo system at identified locations for storage and distribution of Cement.
- iii. To provide cost efficient logistic solutions by setting up Silos with all basic amenities, security system, boundary walls, gate complex, office blocks, electricity, water supply, sewerage system, approach roads, etc. Suitable space, if available, shall be provided by CWC for ancillary activities like bagging, stacking in trucks, filling of bulkers etc. The bidders shall have to set up required machinery for these activities as per requirement.
- iv. To get the business proposal from the industry/prospective clients at the identified locations.

1.2 Scope of Work :

- i. To set up **Cement Silos** at the identified location(s) in the existing vacant land/facility/ godown/ warehouse on **DBFOT** basis and Operation & maintenance basis for a **period of 15 years**.
- ii. **CWC may provide specialized wagons / containers and BLSS rakes**, on request of

the selected bidder as per mutually agreed tariff which shall be in addition to the rates quoted by the bidder for this RFP.

- iii. **Road transportation** activities will be provided by CWC at mutually agreed tariff. The billing for the transportation facility so provided will be done through CWC.

1.3 Business Proposals from prospective bidders:

- i. The bidder is also free to propose any other CWC location with complete description and justification for setting up of Silos, based on production of cement (which needs silos as a storage structure), its consumption or any other reason(s). If found suitable, CWC may evaluate such proposals but the same is not binding on CWC.
- ii. Intending Bidder may also submit their own Business Plan in addition to the submitted bid which may be processed by CWC, if found feasible and the bidder will have the first right of refusal in the subsequent tendering procedure.
- iii. Bidders are advised to visit the locations of their interest and make themselves well acquainted with the facility/location before sending the proposal. The Bidders may offer their comments on proposed facilities and their locations / area.

2.0 CWC invites bids from the interested eligible Bidders through Bid No-XXX dated published in leading national and regional newspapers, CWC website etc. for the above Site.

2.1 Bid System: - Bidding process for the selection of the Bidder for the Project will be carried out through online **Single Stage (Two Bid) system** consisting of "Qualification Proposal" in the Cover 1 and "Financial Proposal" in the Cover 2. The Bidding shall be done through e-tendering mode only.

2.2 The Site shall be handed over to the bidder on the Appointed date as defined under the Agreement. The Bidder shall have to sign the Agreement within 30 days from the date of LOA. The Bidder shall be given a gestation period of 06 Months from the date of LOA for development, construction and commissioning of the SILO system at the offered location having Rail connectivity. The Bidder shall be liable to perform all the obligations and fulfil the scope of the Agreement to enjoy the permitted right over the Site for the Period of 15 (Fifteen) years, which may be further extendable up to two terms of 05 years each with an escalation percentage of 7% for the first 05 years and 10% for the last 05 years and as per the terms as mentioned in the Agreement at discretion of CWC.

3. Bid Documents:

3.1 The following documents collectively form the Bid Document: -

- (i) Request for Proposal
- (ii) Instructions to Bidders and Bid Form-1 to 12, Pre-Contract Integrity Pact & Schedule I & II [RFP Part I]

- (iii) Draft Letter of Award [RFP Part II]
- (iv) Draft Agreement [RFP Part III]

3.2 Schedule of e-bidding Process

The important dates for the Bidding Process are as following, subject to changes, if any, which will be advised through addendums/amendments.

S.No	Event Description	Date(s)
1.	Document Download Start Date & Time	16/01/2025 at 1500 Hrs
2.	Document Download End Date & Time	12/02/2025 upto 1500 Hrs.
3.	Bid Submission Start Date & Time	16/01/2025 at 1500 Hrs
4.	EMD & Bid Submission Closing Date & Time	13/02/2025 upto 1500 Hrs
5.	Pre-Bid Meeting Date	23/01/2025 at 1500 Hrs.
6.	Last Date of Sending Pre-Bid Queries	24/01/2025 upto 1500 Hrs.
7.	Tender Opening (techno-commercial bid) Date & Time	13/02/2025 at 1530 Hrs
8.	Opening of Bids – Cover -2 (Financial Proposal)	To be intimated later
9.	For Site visit , interested Bidders may contact: Contact Details Sh. Rajesh Kr. Singh, Asst. General Manager : Mob No. 9810700472 Concerned Warehouse Manager, Central Warehouse	

3.3 Addresses for Communication:

3.3.1 All notices related to this e-Bid including Clarifications/Amendments/Addendums relating to the e-Bid document shall be available on the CWC’s website and at www.cwceprocure.com

3.3.2 The address for all communications shall be:

General Manager (Rail Operations)
 Central Warehousing Corporation
 4/1, Siri Institutional Area, August Kranti Marg,
 Hauz Khas, New Delhi – 110 016
 Email : gm.railoperation@cewacor.nic.in

4. Bid Submission and Opening:

The Bidders shall submit their e-bids in the following manner: -

- 4.1 Qualification Bid – In Electronic form (**Cover -1 Technical Bid**) shall contain the following documents duly filled in:
 - (i) Duly filled up and digitally signed ‘Checklist of documents as per format’;

- (ii) Duly digitally signed 'Instructions to Bidders';
 - (iii) Duly filled up and digitally signed/executed Bid Forms 1 to 10, Bid Form 12, Pre-Contract Integrity Pact and a Joint Bidding Agreement (whichever applicable)
 - (iv) Duly signed documents required on Constituents and shareholders to establish that the Bidder does not have a conflict of interest.
 - (v) Bid Document Fee (Payment acknowledgement receipt shall be submitted as part of Cover-1)
 - (vi) Earnest Money Deposit; (Payment acknowledgement receipt shall be submitted as part of Cover-1)
 - (vii) Duly digitally signed Draft of Letter of Award, Agreement [RFP Part-II & III].
- 4.2 **Financial Proposal - (Cover-2)** of the Bid shall contain only the Financial Proposal in the Bid Form 11. This shall be submitted on-line only and no hard copy has to be submitted.
- The Bidders are free to quote for more than one location, in the event of which, the Earnest Money Deposit (EMD) as per RFP document needs to be submitted by the bidder. H1 Bidder will be decided on per location basis.**
- 4.3 Cover -1 and Cover -2 should be submitted online in digital format at the requisite sections.
- 4.4 E-Bids shall be submitted online on or before the e-Bid Submission Date and time given in the Schedule of e-Bidding Process.
- 4.5 **Bids/Eligibility Proposals (Cover-1)** will be opened on xx/xx/xxxx at 1530 HRS as scheduled. The Financial Bids (Cover-2) of only those Bidders who are found to be eligible as per their Qualification Bid shall be opened at a subsequent date after evaluation of Qualification Bid. The date of opening of Financial Bids will be decided by the Corporation and communicated to all the eligible Bidders either through e-mail or on the website.

5.0 TECHNICAL & FINANCIAL 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.

5.1. THE OBJECTIVE OF THE TECHNICAL EVALUATION PROCESS:

The objective of the technical evaluation process is to select Bidder(s) who have the commercial and operational strength to equip, maintain, handle and operate the Cement Silo Facility as an Operator of CWC, to achieve optimum levels of capacity utilization and maximize commercial benefits to CWC.

The proposals shall be evaluated as per the criteria specified in the "Request for Proposal" document. 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.

5.2. ELIGIBILITY CRITERIA:

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

- a. The company should be CMA certified Cement Manufacturer.
- b. The company should have experience of minimum Installed capacity of 50,000 MT at present.
- c. The bidder should have a positive net worth.

Note:

- i. The bidders need to submit proof of document for the above eligibility criteria alongwith the Proforma of work experience as per the RFP.
- ii. The cement manufacturer company may appoint any of its agent/operator to participate in the tendering process subject to submission of such authorization.

6.0 FINANCIAL BID EVALUATION

6.1 SUBMISSION OF FINANCIAL BID:

The Bidder shall submit only one set of the Financial Bid under Exhibit-16 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.

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.

6.2 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 total quoted amount The bidder having quoted the most attractive commercial terms on the Total Quoted Amount (as defined herein, below) shall be ranked as H1, and subsequent bidders shall be ranked in order of their respective total quoted amounts shall be ranked as H2, H3 and so on .

Total Quoted Amount (H1) = Quoted Installed capacity in MT X Quoted Rate per MT (Concession Fee)

NOTE:

In the event that two or more Bidders quote the same amount of highest Concession Fee (the "Tie Bidders"), The Tie Bidders will be required to submit their revised Financial Bid with the amount of Concession Fee quoted earlier by the Tie Bidders as the Base Price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Concession Fee in the revised Financial Bid, will be declared as the Successful Bidder.

Any Conditional and/or incomplete financial bid is liable to be rejected.

7. EMD, Performance Security & PBG :

i. Earnest Money Deposit (EMD) :

If bidding for One Location : INR 35,00,000/- (Rs. Thirty Five Lakhs)

If bidding for Multiple Location : INR 70,00,000/- (Rs. Seventy Lakhs)

The EMD will be refunded back to unsuccessful bidders or will be adjusted against performance security of successful bidder.

ii. Performance Security : To be submitted for each location for development of Cement Silo

INR 1,25,00,000/- (Rs. One Crore Twenty Five Lakhs Only), Which will be released upon submission of PBG on account of Concession Fee payable to CWC. The amount of Performance Security per location is to be submitted by the successful bidder within 30 days from the date of LOA.

iii. Performance Bank Guarantee :

The PBG will be equivalent to 01 year of concession amount payable to CWC. The PBG shall remain valid for entire contract period including its extension and with a liability period of 01 year for its release.

The EMD & Bid document fee shall be submitted through online payment through e-tendering portal i.e. www.cwceprocure.com, www.cewacor.nic.in and www.eprocure.gov.in

8. Opening and Evaluation of Technical Bids

8.1 The CWC shall open the Technical Bids received online at 1530 hrs on xx.xx.xxxx. The CWC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 8.

8.2 To facilitate evaluation of Bids, CWC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

8.3 Tests of responsiveness

8.3.1 As a first step towards evaluation of Technical Bids, CWC shall determine whether each Technical Bid is responsive to the requirements of this RFP.

8.3.2 CWC reserves the right to reject any Technical Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the CWC in respect of such Bid.

9.1 Evaluation parameters

9.1.1 Only those Bidders who meet the eligibility criteria specified above shall qualify for evaluation under Clause 10. Bids of firms/ consortium who do not meet these criteria shall be rejected.

9.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

- a) Technical Capacity; and
- b) Financial Capacity

9.1.3 The Bidders who qualify the eligibility shall be invited for financial bid opening at the time.

10.0 Evaluation of Financial Bids and Issuance of Letter of Award

(LoA):

- 10.1. The Bidder offering the highest Financial Bid for the Site, provided the Bid is responsive and technically qualified in terms of the ITB and the Bid Forms [RFP Part - I], shall be declared as the **Successful Bidder** for the Site and CWC shall issue a **Letter of Award (LoA)** to the successful bidder[as per the RFP Part -II] after opening of the Financial Bid.]
- 10.2 The Selected Bidder shall enter into the Concessionaire Agreement after issuance of LOA to him, and for the bidder to perform all its obligations under Letter of Award (LoA and the Concession Agreement.
- 10.3. In the event that two or more Bidders quote the same amount of highest Concession Fee (the "Tie Bidders"), The Tie Bidders will be required to submit their revised Financial Bid with the amount of Concession Fee quoted earlier by the Tie Bidders as the Base Price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Concession Fee in the revised Financial Bid, will be declared as the Successful Bidder.
- 10.4 The Successful bidder shall submit the Performance Security within the time specified in the concessionaire agreement. The Performance Security shall be submitted in the form of Bank Guarantee.
- 10.5 In case of failure of the successful Bidder to deposit the Bank Guarantee within 30 working days of letter of award (LOA), further extension of 15 working days can be given at the discretion of General Manager. However, the bidder shall pay simple interest @12% (twelve percent) per annum for the delayed period, on the amount of the Bank Guarantee required to be submitted, without prejudice to other rights and remedies and no further extension shall be allowed at any level and the letter of award (LOA) shall stand cancelled.
- 10.6 LoA shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall, within 7 (seven) days of receipt of LoA, sign and return the duplicate copy of LoA in acknowledgement thereof. In the event, the duplicate copy of LoA duly signed by the Successful Bidder is not received by the stipulated date, CWC may, unless it consents to extension of time for submission thereof in writing, forfeit the Earnest Money Deposit.
- 10.7 Please take note that the LoA, does not grants or vests any ownership rights and/ or possession rights over the Site in favour of the Successful Bidder in any manner whatsoever, and CWC will continue to have complete ownership of the Site/Facility. However, the Corporation will hand over the Site to the Concessionaire on the appointed

date as defined in the concessionaire agreement.

11. Execution of Concession Agreement:

- 11.1 The Concession Agreement [as per the RFP Part-III] will be signed by the Corporation with the successful bidder, within 30 days from the date of issue of LOA subject to payment of first annual concession fee. The bidder will be referred to as the “Concessionaire” in the Concession Agreement.
- 11.2 Please take note that the issuance of the Concession Agreement does not grants or vests any ownership rights and/ or possession rights over the Site in favour of the Concessionaire in any manner whatsoever, and CWC will continue to have complete ownership and possession of Site.–However, the Corporation will hand over the Site to the Concessionaire on the appointed date as defined in the concessionaire agreement for the Concession Period of 15 years (Fifteen) and will be further extendable for two terms of 5 years each as per the provision of the concessionaire agreement.

12. Pre-Bid Meeting:

Pre-bid Meeting will be held at following venue as per the following scheduled & venue at the address given below: -

Date	Time	Venue
23/01/2025	1500 HRS	Central Warehousing Corporation, 4/1 Siri Institutional Area, Hauz Khas, New Delhi – 110 016 PH: 011-26524100 Mob. No. 9810700472

13. Force Majeure

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 48 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.

14. Subletting

Subletting in any form will not be permitted.

CHECKLIST FOR QUALIFICATION BID

Requirement	Complied with (Yes / No)
The bid document is digitally signed by the authorized signatory/representative	
The Proposal and all related correspondence and documents in relation to the Bidding Process are in English Language.	
Supporting documents and printed literature furnished with the Proposal in any other language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	
I/We have read and made myself/our self well conversant with the provision/information contained in CWC's General Conditions of Letter of Award, Concession Agreement [RFP Part-II, III& IV];and we affirm to abide by the same.	

S. No.	Document / enclosure for submission	Submitted (Yes / No / Not Applicable)
1	Bid Document Fee of Rs 10,000/- (Indian Rupees Ten Thousand Only) to be paid online.	
2	EMD of Rs 35,00,000/- (Indian Rupees Thirty Five Lakh Only) to be paid online for one location & Rs.70,00,000/- (Indian Rupees Seventy Lakhs) for multiple locations.	

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
1.1	Scanned copy of RFP Part-I to Part III as issued by Central Warehousing Corporation for the Project, digitally signed on each page by the authorized signatory have been uploaded.			
1.2	Uploading of Scanned copy of Covering Letter as per the prescribed format in Bid Form-1; i) signed by authorized signatory ii) on the letterhead of the Bidder			
2(A)	Uploading of scanned copy of General Information about the sole Bidder/Lead Member as per the prescribed format in Bid Form 2; Evidence of incorporation			
2(B)	Uploading of scanned copy of General Information about Member-1 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
2(C)	Uploading of scanned copy of General Information about Member-2 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
2(D)	Uploading of scanned copy of General Information about Member-3 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
3	Information for Technical Eligibility for sole Bidder/Member in case of Consortium certified by Statutory Auditor/CAs per the prescribed format in Bid Form-3;			
4	Information for Financial Eligibility for sole Bidder/Member in case of Consortium certified by Statutory Auditor/CAs per the prescribed format in Bid Form-4; (Separate forms for each Member in case of Consortium where Financial experience is aggregated). Audited annual financial reports/Income tax return along with financial statements duly			

Request for Proposal for Development of Cement Silo Facility under DBFOT model

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	certified by Statutory Auditor/Chartered Accountant of the Bidder or in case of a Consortium, of each Member, for last 3 (three) financial years.			
5	Uploading of scanned copy of Joint Bidding Agreement ('JBA') including the mandatory legal provisions as mentioned in Bid Form 4, in case of Bidder being a consortium, executed on non-judicial stamp paper of INR 100/- and duly notarised .			
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting formation of JBA has been submitted.		(Yes/No/Not Applicable)		
JBA executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Agreement is being executed and then stamped in India as per the applicable State laws.		(Yes/No/Not Applicable)		
6	Uploading of scanned copy of EMD payment instrument, if not paid online.			
7	Uploading of scanned copy of Power of Attorney (submitted by the Member/ Lead Member for signing of Bid) executed on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-6;			
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been uploaded		(Yes/No/Not Applicable)		
Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.		(Yes/No/Not Applicable)		
8	Uploading of scanned copy of Power of Attorney in favour of the Lead Member of Consortium			

Request for Proposal for Development of Cement Silo Facility under DBFOT model

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	executed on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-7;			
	Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been submitted	(Yes/No/Not Applicable)		
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
9	Uploading of scanned copy of Undertaking from Bidder/Member of Consortium for claiming experience from holding/subsidiary Company/Entity on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-8, if applicable;			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
9A	Uploading of scanned copy of Undertaking from Bidder/Member of Consortium for claiming experience of Partnership Firm on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-8A, if applicable;			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
10	Uploading of scanned copy of Undertaking from holding/subsidiary Company/ Entity on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid			

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	Form-9, if applicable;			
10A	Uploading of scanned copy of Undertaking from Partnership Firm on non-judicial stamp paper of INR 100/- and duly notarized as per the prescribed format in Bid Form-9A, if applicable;			
11	Uploading of scanned copy of Statement of Legal Capacity as per the format prescribed at Bid Form-10.			
	Signed by Authorized Signatory	(Yes/No/Not Applicable)		
	On the letterhead of the Bidder	(Yes/No/Not Applicable)		
	Uploading of scanned Copy of Charter/Registration/Incorporation/Identity proof & PAN in case of Individuals.			
	UNDERTAKING executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the undertaking is being issued and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
12	Uploading of scanned copy of Information on Conflict of Interest.			
13	Uploading of scanned copy of the Bid Form no 12: Affidavit for compliance to payment terms			
14	i) Uploading of scanned copy of Audited Annual financial Statement and IT Returns of the Bidder for the last 03 (Three) years.			
	ii) Uploading of scanned copy of Certificate of incorporation/registration/ Partnership deed and respective charter documents of the Bidder.			
15	Pre-Contract Integrity Pact			

(Signature of the Authorized Signatory)

CHECKLIST FOR E-BID FOR FINANCIAL PROPOSAL

(FINANCIAL BID)

S. N.	Document / enclosure for submission	Document Submitted (Yes / No / Not Applicable)	Page Nos (__ to __)	Total No of Pages
1	Financial Bid of the Bidder/ Lead Member as per the prescribed format in Bid Form-10; to be submitted ONLINE only duly digitally signed by authorized signatory of the Bidder			

Note: All financial proposals/ documents along with check list in separate cover to be uploaded online with digital signature on <https://mptenders.gov.in/nicgep/app>

Digitally Signed

.....

APPLICABLE BID FORMS FOR RELEVANT CATEGORY BIDDER(S)

Bid Forms	Sole Bidder				Consortium
	Individual	Proprietor	Partnership firm/LLP	Company	
BID FORM 1: Covering Letter	✓	✓	✓	✓	✓
BID FORM 2: General Information about the Bidder	✓	✓	✓	✓	✓
BID FORM 3: Information for Technical Capacity	✓	✓	✓	✓	✓
BID FORM 4: Information for Financial Capacity	✓	✓	✓	✓	✓
BID FORM 5: Mandatory Legal provisions to be included in Joint Bidding Agreement by Consortium Members					✓
BID FORM 6: Special Power of Attorney for signing of Bid			✓	✓	✓
BID FORM 7: Special Power of Attorney in favour of the Lead Member of Consortium					✓
BID FORM 8: Undertaking from Bidder for Claiming Financial Experience of Holding/Subsidiary Company	✓	✓	✓	✓	✓
BID FORM 8A: Undertaking from each Bidder for Claiming Financial Experience of Partnership Firm			✓		✓
BID FORM 9: Undertaking from Holding/Subsidiary Company				✓	
BID FORM 9A: Undertaking from Partnership Firm			✓		✓
BID FORM 10: Statement of Legal Capacity	✓	✓	✓	✓	✓
BID FORM 11: Financial Proposal	✓	✓	✓	✓	✓
RFP Part II & III	✓	✓	✓	✓	✓
BID FORM No. 12: Affidavit for compliance of the payment terms	✓	✓	✓	✓	✓
Pre-Contract Integrity Pact	✓	✓	✓	✓	✓

BID FORM 1: Covering Letter

Date: _____

To,
General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016

Sub:- Request for Proposal for Development of Cement Silo Facility under DBFOT model at
(Location)

Dear Sir,

1. With reference to your Bid Document no: CWC/CO/TC/2024-25/35 dated 16/01/2025, I/We _____ (Name of Bidder/Name of the Consortium/ Names of all members of the consortium) hereby undertake that I/We _____(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) have studied the whole RFP carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents,
2. We.....(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit our Bid for the aforesaid Project for the Site at _____.
3. My/Our Bid is unconditional and unqualified.
4. I/We also agree to keep this offer open for acceptance for a period of 180 days from the Bid opening Date.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/ We acknowledge that the CWC will be relying on the information provided in the Bid and the documents accompanying the Bid for allotment of the aforesaid Plot and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Concessionaire for the aforesaid Site.
7. I/ We shall make available to the CWC any additional information it may find necessary or require supplementing or authenticate the Bid.
8. I/ We acknowledge the right of the CWC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. I/ We certify that in the last three years, I/we/any of the Members of our consortium have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been

expelled from any project or contract nor have had any contract terminated for breach on our part.

10. I/We declare that:
 - a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by CWC; and
 - b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the CWC or any other public sector enterprise or any Government, Central or State; and
 - d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of The Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and
 - f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Opening Date and I/We shall continue to abide by them.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
12. I/We believe that I/We/ our Consortium satisfy(ies) the Financial Eligibility specified in the Bid Documents.
13. I/We declare that I/We/ any Member of the consortium, am/are/ is not a Member of any other Bidder/consortium submitting a Bid for the Project.
14. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our consortium or any Member of our consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
15. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our consortium or any Member of our consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.
16. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.

17. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate CWC of the same immediately.
18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CWC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Successful Bidder, I/We agree to sign the Letter of Award (LoA) and the Concession Agreement [RFP Part-II & III]; provided along with this bid document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. Also, I/We agree to pay the Performance Security in accordance in terms of bid documents.
21. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CWC or in respect of any matter arising out of or relating to the Bidding Process including the hand over of the Site.
22. Earnest Money Deposit of Rs/- [Indian Rupees Only] is hereby submitted online or in the form of NEFT/RTGS to CWC in accordance with the Bid Documents. I/We understand that the full value of the EMD shall stand forfeited in case I/We fail to fulfil the requirements laid down in the bid Documents for the purpose.
23. I/We also understand that the full value of EMD shall be forfeited in case I/We fail to fulfil the requirements laid down in the Bid document for the purpose.
24. Our Financial Proposal is enclosed in a separate sealed Cover 2. The fixed concession fee has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the RFP and Site and fall the conditions that may affect the Site.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us or our Bid is not opened or rejected.
26. We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for CWC to reject our Bid and forfeit the EMD.
27. I/We has/have examined the relevant papers for the Site available with CWC such as land plan before submission of the Bid. CWC shall not be held responsible for any delay on account of any shortcoming in land plan, and no demand for any compensation shall be raised against CWC on this account.
28. I/We, agree to be severally/jointly liable for all the obligations as this bid document.

In witness thereof, I/ We submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Seal of the Bidder/
{Lead Member of the Consortium}

(Signature of the Bidder/Authorized Signatory)
(Name and designation)

Date:

Place:

- Encl: 1. Checklist of Documents submitted by us
2. Earnest Money Deposit
3. Other documents as per prescribed formats

Note: 1. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
2. Strike out whichever is not applicable if the Bidder is not an Individual.

BID FORM 2: General Information about the Bidder

Name of Project:- Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model at Amritsar, Punjab

1. Full Name of the Bidder : (in Block Letters)
2. Bidder's Constitution (for example: Individual/Proprietorship/ Partnership/LLP/Public Limited Co./ Pvt. Ltd. Co.)
3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence
4. Bidder's Telephone No.
E-mail address
5. Name & Address of Proprietor/ Partners/ Directors of the Company
(Provide names, office & residential addresses, telephone nos., fax nos., e-mail, Profession/ Business engaged in, etc.)
6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation.
7. Details of individual(s) who will serve as the point of contact/communication for CWC
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
8. Particulars of the Authorised Signatory of the Bidder, if any
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

- (e) Fax Number:
 - (d) E-Mail Address
9. PAN CARD NUMBER (Copy of PAN CARD to be attached):
10. GST Number (Copy of GST to be attached):
11. Other Documents to be attached:
- i. For Registered Company/PSU/ statutory body:
 - Copy of Certificate of Incorporation
 - Copy of Memorandum of Association
 - Copy of Articles of Association
 - Current List of Auditors
 - ii. For Partnership Firm:
 - Copy of the partnership deed
 - List of partners
 - Copy of registration of Partnership deed.
 - iii. For Sole Proprietorship:
 - Declaration of Sole Proprietorship as per **Schedule-IV** under the Digital signature of sole proprietor.
 - iv. For LLP:
 - Copy of Limited LiabilityPartnership Agreement.
 - Copy of certificate of registration.
 - Current list of Partners.
 - v. For Co-operative Society:
 - Bye-Laws (of cooperative Society).
 - Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender.
 - vi. For Others:
 - Notarized copy of certificate of Incorporation.

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the consortium.

BID FORM 3: Information for Technical Capacity

(For Bidder/ Each Member of the Consortium)

Bidder type #	Proposed Equity Shareholding in Consortium (%)	Number of Project	Project Description as per Clause 4.1	Project Cost (Equivalent INR. crore)
(1)	(2)	(3)	(4)	(5)
Single entity bidder		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 1		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 2		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 3		Project 1		
		Project 2		
		Project 3		
		Project 4		
Consortium Member 4		Project 1		
		Project 2		
		Project 3		
		Project 4		

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate,

Note:

1. *Only completed projects will be considered for evaluation. The bidder shall submit the completion certificate along with the CA certificate specifying the Project Cost as per the format specified at schedule-III.*
2. *In case the project submitted by the bidder is undertaken in a consortium. The consortium agreement mentioning the share of each party shall be submitted along with the bid documents.*
3. *If the bidder has completed the project in a consortium. The proportionate value of the entities share will only be considered for evaluation. For example, the total project cost of is INR 100 Crores, this project was executed in a consortium of the Company A and Company B where the share of each company is 40% and 60% respectively. If Company A is showcasing this project as the eligibility project than the project cost considered for evaluation will only be INR 40 Crores (i.e., 40% of the total project cost).*

BID FORM4: Information for Financial Capacity

(For Bidder/ Each Member of the Consortium)

Name of Project: Request for Proposal for Development of the Cement Silo Facility under DBFOT model at(Location)

Net worth: Net Worth shall mean (Paid-up Capital including Equity/Security Premium+ General Reserves) Less (Revaluation Reserves+ Accumulated Losses + Def er r ed Revenue Expendi t ur e & Miscellaneous Expenditure not written off). It should be presented in the following tabular format (along with the copies of audited annual financial statement of FY claimed) certified by the Statutory Auditor of the Bidder or of each Member (in case of a Consortium):

Calculation of Net Worth		Amount (₹in Cr)		
Particulars		As on 31 st March 2022	As on 31 st March 2023	As on 31 st March 2024
	Subscribed and Paid up Share Capital			
Add	Equity/Security Premium			
Add	General Reserves			
Less	Revaluation Reserves			
Less	Accumulated Losses			
Less	Deferred Revenue Expenditure and Miscellaneous expenditure not written off			
TOTAL NET WORTH				

(Name & Signature of Authorised Signatory) _____

In the capacity of _____ (position) duly authorized to sign this Bid for and behalf of
_____ (name of Bidder / Lead Member of the Consortium)

_____ (Address)

The information given above are true as per the audited annual financial statement of the Bidder/Member. We have signed this Bid Form 4 in our capacity as the Statutory Auditor*

of ____ (name of the Bidder/ Member of Consortium).

Signature of the Statutory Auditor*

Name of the Statutory Auditor

Company Seal of the Statutory Auditor*

Note:

1. In case a Bidder is drawing any financial eligibility of its holding/subsidiary Company, a separate Form in the name of each such company/entity firm along with proof of relationship with the Bidder/Member of the Consortium shall also be attached which should also be supported with relevant applicable Form of the RFP Part I.
2. In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors.
3. For those Individuals/ Proprietorships or entities whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "Chartered Accountant" who is a member of ICAI.
4. In case Bid Form consists of more than one-page, Statutory Auditor & Authorised Signatory shall sign with seal on all pages.
5. Partners of a Partnership Firm can participate as individuals or form a Consortium. The Financial experience of the partnership firm can be considered as the experience of Partner(s) in proportion to their respective stakes in the Partnership Firm for Financial eligibility for such Bidder/Member of Consortium. The Bidder has to also submit the copy of Partnership Deed and Bid Forms.

BID FORM 5: Mandatory Legal provisions to be included in Joint Bidding Agreement by Consortium Members

1. Covenants:

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a new Special Purpose Company (the "SPC") under the Indian Companies Act, 2013 for performing all its obligations under Letter of Award (LoA), and perform its obligations as the Concessionaire in terms of the Concession Agreement, to be executed with Central Warehousing Corporation (CWC). All terms and conditions contained in this Concession Agreement will, insofar as they are relevant, are to be specifically incorporated in the Articles of Association of the SPC.
2. Roles of the Parties:

The Parties hereby undertake to perform the roles and responsibilities as described below:

 - a. Party of the ____ Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Concession Agreement when all the obligations of the SPC shall become effective. The role of First Part shall be_____.
 - b. Party of the ____ Part shall be {the Technical Member(s) of the Consortium} and the role of Second Part shall be_____.
 - c. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Third Part shall be_____.
 - d. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Fourth Part shall be_____.
3. Joint and Several Liability: -
 - a) The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents, Letter of Award (LoA), and Concession Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. _____ (Lead Member) shall be authorized to act on behalf of the Consortium as their representative for bidding and implementation of the Project.
 - b) The Parties shall fully abide by all the norms with respect to building regulations and permissions (as amended from time to time) as per Development Control Regulations (DCR) and any other applicable law with respect to the Offered Area under the Project, and further the Parties shall also fully abide by the applicable Development Plan with respect to the Project.
 - c) The Parties shall not use the said Plot with respect to the Project for any purpose other than that for which it has been offered, nor shall use the building constructed on it for a purpose other than that for which it has been constructed as per the Development Plan pertaining to the said Site. The Parties shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or CWC from time to time.
4. Shareholding in the SPC:

- 4.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:
First Party:
Second Party:
Third Party:
Fourth Party:
- 4.2 The Parties undertake that they shall collectively hold 100% (Hundred per cent) of the subscribed and paid up equity share capital of the SPC at all times till full payment of Concession Fee has been made to CWC.
5. Representation of the Parties:-
Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
 - b) The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member, is annexed to this Agreement, and will not, to the best of this knowledge:
 - i. violate any Applicable Law presently in effect and having applicability to it;
 - ii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iii. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - iv. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Note:

- The Consortium members may prepare and execute a comprehensive Joint Bidding Agreement amongst themselves, however any such Joint Bidding Agreement so executed has to include the above mandatory legal provisions within it.
- Joint Bidding Agreement should be executed on Non-Judicial Stamp Paper of appropriate value, as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100 and duly notarised. Joint Bidding Agreement, which is executed and issued outside the territory of India, is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Agreement is being executed.

- The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member.
- For Joint Bidding Agreement executed and issued overseas, the document shall be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

BID FORM 6: Special Power of Attorney for signing of Bid

This form is to be submitted only by the Bidder/ Lead Member, in case of Consortium.

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

Know all men by these presents, We, _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **"Request for Proposal for Development of the Cement Silo Facility under DBFOT model at(Location/s)"** Project proposed by the Central Warehousing Corporation (CWC) but not limited to signing and submission of all bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to CWC, representing us in all matters before CWC, signing and execution of all contracts including the LoA, Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with CWC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with CWC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20xx

FOR.....

Signature _____

(Director)

Name of the Person : _____

Address

Company Seal :

I Accept

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

(Director of the Lead Member)

I hereby attest and identify the signatures of our Attorney above-named.

Signature _____

(Director)

Name of the Person : _____

Address

Seal of the Entity :

[Notarised]

Name, Sign and Seal of the Notary

Witnesses:

1.

2.

Note:

- 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 / organizational/ constitutional 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.
- Also, wherever required, the Bidder should submit, for verification, the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.
- For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be consularized by the Indian Embassy if it carries a conforming Appostille certificate.

BID FORM 7: Special Power of Attorney in favour of the Lead Member of Consortium

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

WHEREAS THE CENTRAL WAREHOUSING CORPORATION (the "Corporation" or "CWC") has invited Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model at Amritsar, Punjab (the "Project").

WHEREAS, M/s ____, M/s ____ and M/s _____ (insert name and address and registered office of all the Members) have formed a Consortium to submit their Bid in response to the Bid Documents for issued by the CWC.

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW YOU ALL BY THESE PRESENTS, that

We, M/s _____ M/s _____ [name of the Company or other entities], a company incorporated/ under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered _____, having its Registered Office at _____ [address of the company] (hereinafter referred to as "Other Member 1") and

M/s _____ M/s _____ [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered _____, having its Registered Office at _____ [address of the company] (hereinafter referred to as "Other Member 2") and

M/s _____ M/s _____ [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered _____, having its Registered Office at _____ [address of the company] (hereinafter referred to as "Other Member 3") do hereby nominate, constitute and appoint M/s _____ M/s _____ [name of the Company or other entities], a company incorporated under the Companies Act, 1956/2013 (or relevant Law of the particular country where the company is incorporated)/ registered _____, having its Registered Office at _____ [address of the company] (hereinafter referred to as "Lead Member") as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:

1. To act as the Lead Member of the Consortium for the purposes of the Project;

2. In such capacity, to act as the Consortium's official representative for submitting the Bid for the Project and other relevant documents in connection therewith.
3. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
4. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
5. To sign and execute contracts relating to the Project, including variation and modification thereto;
6. To represent the Consortium at meetings, discussions, negotiations and presentations with CWC, Government Authorities, Competent Authorities and other Project related entities;
7. To receive notices, instructions and information for and on behalf of the Consortium;
8. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.
9. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney and/or delegated attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney and/or delegated attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium

IN WITNESS WHEREOF the Consortium Member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year]

FOR _____

Signature _____

(Director)

(of the Other Member 1 of the Consortium)

Name of the Person : _____

Company Seal :

FOR _____

Signature _____

(Director)

(of the Other Member 2 of the Consortium)

Name of the Person : _____

Company Seal :

(Executants)

(To be executed by all the Other Members of the Consortium)

Countersigned by the Authorised Signatory of the Lead Member of the Consortium

Signature _____

(Director)

Name of the Person: _____

Designation: _____

Company Seal/Seal of the Entity

Notarised

Name, Sign and Seal of the Notary

Witnesses:

1.

2.

(Executants)

(To be executed by all the Other Members of the Consortium)

Note:

1. 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 / organizational/ constitutional 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.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.
4. For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be consularized by the Indian Embassy if it carries a conforming Apostille certificate.

BID FORM 8: Undertaking from Bidder for Claiming Financial Experience of Holding/Subsidiary Company

Bid Document No. CWC CO-ROPR/SILO/0301/2024-25 dated 23/12/2024

(Each sole Bidder/Member of a Consortium which is relying upon the financial experience of its Holding/Subsidiary Company / Proprietor/ Partnership has to submit this Undertaking on Non Judicial Stamp Paper of appropriate value (*as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100*) and duly notarised. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Undertaking is being executed)

Date:

Place:

To,

General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi -110 016

Sub:- Request for Proposal for Development of the Cement Silo Facility under DBFOT model at
.....(Locations)

Dear Sir,

This has reference to the Bid being submitted by _____(mention the name of Bidder/Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the Central Warehousing Corporation dated _____, DD/MM/YYYY.

We hereby confirm the following:

1. I/We am/are relying upon the credentials of the following holding/subsidiary Company to Bid for the Project, and the nature of our legal relationship Bid Form-3 & 4 of RFP Part I, as per the requirements stated in the Bid Documents, is provided in the table A, B and C below. The details of the equity shareholding in support of the legal relationship, duly certified as per the requirement of this Bid Documents, are enclosed.
2. The detailed Financial experience of our holding/subsidiary Company_____ (insert name of the holding/subsidiary Company) for the above mentioned projects is enclosed, duly certified as per the requirements of Bid Form-3 and this Bid Documents in respect of Financial Eligibility.
3. We also agree that any change which affects our eligibility at any point of time till the payment of first annual Concession Fee, could lead to termination of the contract and forfeiture of the Performance Security, as the case may be, by CWC.
4. We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoA, Concession Agreement.
5. We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request CWC to consider our financial experience as specified in the Bid Documents, for the purposes of evaluation of the financial eligibility criteria.

For and on behalf of _____(insert name of the Bidder /the Consortium)

Signature _____

(Director) (Company Secretary)

(of the Bidder / Member of the Consortium)

Name of the Person: _____

Designation: _____

Address

Company Seal/Seal of Entity

Countersigned by the Authorised Signatory of the Bidder / Lead Member in case of a Consortium

Signature _____

Name of the Person: _____

Designation: _____

Address

Enclosed: 1. _____.

2. _____.

BID FORM 8A: Undertaking from each Bidder for Claiming Financial Experience of Partnership Firm

(Each sole Bidder/Member of a Consortium which is relying upon financial experience of its Partnership Firm has to submit this Undertaking on Non Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date: _____

Place: _____

To,

General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi - 110 016

Sub:- Request for Proposal for Development of the Cement Silo Facility under DBFOT model at
.....(Locations)

Dear Sir,

This has reference to the Bid being submitted by _____(Mention the name of Bidder/
Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid
Forms issued by the Central Warehousing Corporation dated _____DD/MM/YYYY.

I/We hereby confirm the following:

1. I Am/We are relying upon the credentials of the following Partnership Firm to Bid for the Project, and the nature of my/our legal relationship, as per the requirements stated in the Bid Documents, is provided in the tables A, B and C below. The details of my/our stake (Copy of Partnership Deed etc.) in support of the legal relationship, duly certified as per the requirement of the Bid Documents are enclosed.

Details of Net-worth to be considered to fulfil the Financial Eligibility:

Calculation of Net Worth		Amount (₹in Cr)		
		As on 31 st March 2022	As on 31 st March 2023	As on 31 st March 2024
Particulars				
	Subscribed and Paid up Share Capital			
Add	General Reserves			
Less	Revaluation Reserves			
Less	Accumulated Losses			

Less	Deferred Revenue Expenditure and Miscellaneous expenditure not written off			
TOTAL NET WORTH				

2. The detailed Financial eligibility of the Partnership Firm _____ (insert name of the Partnership Firm) for the above mentioned projects, Total/Gross Turnover and Net-worth is enclosed, duly certified as per the requirements of this Bid Documents in respect of Technical and/or Financial Eligibility.

3. I/We also agree that any change which affects my/our eligibility at any point of time till the payment of first annual Concession Fee could lead to termination of the contract and forfeiture of the EMD by CWC.

4. I am/We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request CWC to take into account the above credentials of the Partnership Firm while considering my/our technical and/or financial strengths, experience and track record as specified in the Bid Documents, for the purposes of evaluation of the minimum technical and/or financial eligibility criteria.

For and on behalf of: _____ (insert name of the Bidder/Member of the Consortium which is relying upon the experience of its Partnership Firm)

Signature _____ (Bidder/ Member of the Consortium)

Name of the Person: _____ Designation: _____
 Address: _____

Enclosed: 1. _____
 2. _____

BID FORM 9: Undertaking from Holding/Subsidiary Company

(Each holding/subsidiary Company whose financial experience is being relied upon has to submit this undertaking on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarised. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Undertaking is being executed)

Date: _____

Place: _____

To,
General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016

Sub: - Request for Proposal for Development of the Cement Silo Facility under DBFOT model at
.....(Locations)

Dear Sir,

This has reference to the Proposal being submitted by _____ (mention the name of Bidder/Lead member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the Central Warehousing Corporation dated _____, DD/MM/YYYY.

We hereby confirm the following:

We have examined in detail and have understood and satisfied ourselves regarding the contents of the Bid Documents.

The nature of our legal relationship with _____ (name of the Bidder OR Consortium Member which is claiming the experience of its holding or subsidiary company), which is the Bidder/Member of the consortium, as per the requirements stated in the Bid Documents, is _____ (Please insert the details of the relationship). We have understood the nature of work/project being undertaken by the Bidder and the reason for which our technical and/or financial experience is being sought to be relied upon, by it.

We undertake and hereby commit that for the successful implementation of the CWC's above mentioned project, we shall maintain the holding-subsubsidiary relationship as defined in the Companies Act, 2013, and shall continue to provide requisite support to _____ (name of the Bidder OR Consortium Member, for which the Undertaking is being furnished) in respect of the roles _____ (briefly define the roles of the Bidder OR Consortium Member) as detailed in the Bid Documents being submitted by _____ (name of the Bidder OR the Lead Consortium Member in case of a Consortium), till the full payment of Concession Fees.

We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoA, Concession Agreement.

For and on behalf of _____ (insert name of holding or subsidiary Company or Entity whose experience is being relied upon)

Signature _____

(Director)

(Company Secretary)

(of the holding or subsidiary Company or Entity whose experience is being relied upon)

Name of the person: _____

Name of the person: _____

Address of the person

Address of the Person

Company Seal/Seal of the Entity

Countersigned by Authorised Signatory of the Bidder/ Lead Member in case of Consortium

Name of the Person :

Designation :

Address :

BID FORM 9A: Undertaking from Partnership Firm

(Each Partnership Firm whose financial experience is being relied upon has to submit this undertaking on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date: _____

Place: _____

To,

General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016

Sub:- Request for Proposal for Development of the Cement Silo Facility under DBFOT model at
.....(locations)

Dear Sir,

This has reference to the Proposal being submitted by (mention the name of Bidder/Lead member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the Central Warehousing Corporation dated _____DD/MM/YYYY.

We hereby confirm the following:

We have examined in detail and have understood and satisfied ourselves regarding the contents of the Bid Documents.

The nature of the legal relationship of (name of the Bidder/Consortium Member who is claiming the experience of this Partnership Firm), with our Firm, as per the requirements stated in the Bid Documents, is that of a "Partner". We have understood the nature of work/project being undertaken by the Bidder/Consortium Member, and the reason for which our technical and/or financial experience is being sought to be relied upon, by him/her.

We undertake and hereby commit that for the successful implementation of the CWC's above mentioned project, will continue to be the Partner of this Firm with minimum% stake in this Firm, and we shall continue to provide requisite support to _____ (name of the Bidder/Consortium Member, for whom the Undertaking is being furnished) in respect of his/her role

as(briefly define the roles of the Bidder OR Consortium Member) in the Project, as detailed in the Bid Documents being submitted by(name of the Bidder/ the Lead Consortium Member in case of a Consortium), till the full payment of Concession Fees.

We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoA, Concession Agreement.

For and on behalf of

(insert name of Partnership Firm whose experience is being relied upon)

Signature _____

(Partner) (Managing Partner)

BID FORM 10: Statement of Legal Capacity

{To be printed on the authorised Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}

Date: _____

Place: _____

To,
General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016

Sub:- Request for Proposal for Development of the Cement Silo Facility under DBFOT model at
.....(Location)

Dear Sir,

We hereby confirm that we/**our members in the Consortium (constitution of which has been described in the Bid) are permitted to Bid and execute the Project(s), if selected, as per the object of business of our charter/ registration/ incorporation documents, satisfy the terms and conditions laid out in the Bid Documents and that we are not otherwise debarred from bidding for this Project(s) by any provision of Applicable Laws.*

We have agreed that _____(insert Member's name) will act as the Lead member of our Consortium.

We have agreed that _____(insert individual's name) will act as our representative/ will act as the representative of the Consortium on behalf** and has been duly authorised to submit the Bid Documents. Further, the authorised signatory is vested with requisites power to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorised signatory)

For and on behalf of _____

* Copy of charter/registration/incorporation documents should be attached with this Bid Form.

** Please strike out whichever is not applicable

BID FORM FOR FINANCIAL PROPOSAL

BID FORM 11: Financial Proposal

Date: _____

To,
General Manager (Rail Operations)
Central Warehousing Corporation
Central Warehousing Corporation, 4/1 Siri Institutional Area,
Hauz Khas, New Delhi-110 016,

Sub:- Request for Proposal for Development of the Cement Silo Facility under DBFOT model at
.....(Locations)

Dear Sir,

I/We agree to abide by this Bid, which consist of our financial offer hereto, for a period of 180 (one hundred and eighty) days from the Bid Opening Date and it shall remain binding on me/us and may be accepted by you any time before the expiration of the said period.

Note :-

1. All the terms and conditions related to the concession fee shall be as per the terms and conditions specified in the concession agreement.
2. In the event there is any delay in payment of any instalment of the Concession Fee in accordance with the time of schedule of payment as mentioned in RFP and the terms of the LoA and/ or the Concession Agreement, the Concessionaire shall be unconditionally liable for such delay and shall be irrevocably liable to pay to CWC, an interest 3% higher than the Prime Lending rate (PLR) on outstanding payment of Concession Fee.
3. All applicable taxes including GST as applicable shall be payable extra by the bidder.

Date: _____

Place: _____

Signature of Authorised Signatory of the Bidder
(Name, Designation, Address)

Company Seal/ Seal of the Bidder

Request for Proposal for Development of Cement Silo Facility under DBFOT model

Tender for appointment of Cement Silo Operator at CWC- (name of the location).

S/No	Particulars/Minimum figures	Unit	Details
A	Proposed Silo Capacity to be installed	In MT	
B	Rate per MT per month	INR / MT	
Total Quoted Amount/month (Concession Fee)		A x B = to be quoted	

Remarks:

- i. The bidders have to quote as per the above format in numbers as well as words
- ii. If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.
- iii. Annual Escalation on the accepted rate as per WPI and CPI.
- iv. Cost of Rake / Container / Road Transportation shall be charged additionally as per mutually agreed terms & conditions.

BID FORM 12: Affidavit for compliance to payment terms

[To be provided by the Successful Bidder along with the Financial Bid]

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100)

I/we, [Name], having is registered office at [Address], represented through its authorised signatory [Name]/ [resident of [Address], aged [•]] (**as applicable**), do hereby solemnly affirm and declare that-

I/ We intend to participate in the tender process for Request for Proposal for Development of the Warehouse Facility through PPP under DBFOT model at Amritsar, Punjab bearing Bid Document No. CWC/CO/TC/2024-25/35 dated 16/01/2025

1. I/ We have paid an amount of Rs...../- (Indian Rupees.....Only) as Earnest Money Deposit at the time of release of RFP for participation in the bidding process.
2. I / We agree and acknowledge that upon submission of the Financial Bid, in the event I/ we am/ are declared as the Highest Bidder (H1) bidder for the said Tender, CWC will issue a LoA in my/ our favour.
3. After issuance of the LoA in my/ our favour and upon acceptance of the LoA by me/ us within 7 (seven) days of receipt of the LoA, I /we acknowledge that I/ we shall be required to pay Rs. [•] towards the first year's Concession Fee to CWC within 30 days from the date of issuance of this LoA or before the execution of the Concession Agreement whichever is earlier in accordance with the terms of the Bid Documents.
4. I hereby agree and acknowledge that upon complete payment of the Concession Fee within a period of 30 days from the date of issuance of the LoA, CWC shall sign the Concession Agreement. In this regard, I hereby agree and acknowledge that the issuance of the Concession Agreement does not grants or vests any ownership rights and/ or possession rights over the Site/Facility in my/ our favour in any manner whatsoever, and CWC shall continue to have complete ownership and possession of the Site/Facility. However, CWC will hand over the Site to the Concessionaire on on the appointed date as defined in the concession agreement after compliance of the requisite conditions as mentioned in the concession agreement, for the Concession Period of 15 (Fifteen) years further extendable up to two terms of 5 years each as per the provisions as, mentioned in the concessionaire agreement. Further, the Concessionaire will hand over the Site/Facility to the Corporation without any encumbrance or financial liability at the end of concession period.
5. I/ we hereby agree and acknowledge that in the event I/we are unable to or fail to make complete payment of the Concession Fee (along with the accrued interest therein, if any) within the stipulated time period on or before the due date of payment in accordance with the terms of the LoA, the Concession Agreement and the Bid Documents, I/ we hereby unconditionally and irrevocably agree that CWC at its sole discretion shall have the absolute right to forfeit the EMD and take further appropriate actions as per terms of Bid Documents. In this regard, I/ we shall not raise any objections and I/ we hereby give my/ our full consent to the forfeiture of the EMD amount by CWC.
6. I/ We further unconditionally agree that due to my/ our inability and failure to pay any instalment of the Concession Fee (along with the accrued interest therein, if any) within the stipulated time period on or before the due date of payment in accordance with the terms of

Request for Proposal for Development of Cement Silo Facility under DBFOT model

the LoA, the Concession Fee and the Bid Documents, CWC or the competent authority in this regard, including CWC shall have the absolute right to exercise any or all of the following rights against me/ us:

- a. Forfeit the EMD amount and any other amounts paid by me to CWC;
 - b. Forfeit the Performance Security amount paid by me to CWC in the form of Bank Guarantee.
 - c. Impose penal interest for delay in payment computed in accordance with the interest rates set out in the Bid Documents;
 - d. To recover from me/ us any loss that is incurred by CWC due to re-tendering the said Project
 - e. Recoveries can be made against me/ us by deducting/ setting off any recovery amount from the amount deposited by me/ us with CWC pursuant to my/ our participation in any other tender floated by CWC
 - f. To disqualify/ blacklist me/ us from participation in any other tenders floated by CWC for a period 5 years;
7. I/ We hereby further agree, acknowledge and affirm that in the event of any change in applicable laws including but not limited to the local laws of the State, CWC shall have the absolute right to change the terms and conditions of the Bid Documents and I/ we shall have no objection to the same.
8. In the event of exercise of any and all rights by CWC, as set out in Para 8 above, I/ we shall have no objection to the same and hereby provide by irrevocable consent regarding it. Further, I/ we hereby undertake and covenant that in the event of exercise of such rights by CWC, I/ we will not challenge any such action of CWC before any court of law and shall abide by the orders of CWC.
9. I/ We hereby confirm that my/ our details for serving any show cause notice and/ or any other notice by CWC shall be as follows and in the event, there is any change in the below mentioned details, I/ we shall inform CWC with immediate effect:
- a. Name of Individual/ Name of Company [as applicable]:
 - b. Name of authorised signatory (if applicable)
 - c. Address/ Registered office address:
 - d. Mobile No/ Contact No:
 - e. Email ID:
 - f. Fax No:
10. I/ We hereby represent and warrant that all the information provided by the me/ us as required under the Bid Documents is true, correct, complete and accurate in all respects and if found incorrect, untrue or incomplete, CWC shall have the right to exercise any rights mentioned in Para 8 above and/ or impose penalties upon me/ us in accordance with the provisions of the Bid Documents.
11. We have read and understood all the provisions included in the bid documents and abide by them.
12. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(To be signed by the Authorized Representative of the Firm/ Signed by Individual [as applicable])

Name of the Authorized Representative/ Individual [As applicable].

Name of the Firm (if applicable)

Dated:

PRE CONTRACT INTEGRITY PACT
(Under digital signature of Authorized Signatory)

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 *Mis* represented by Shri _____, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part

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

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

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- 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, organisation 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.

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- 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 filing 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. Subletting in any form is not permitted.

6.

6.1. 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 EMD shall stand effective (in pre-contract stage) and /or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and Performance Security / 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.

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Security in case of a decision by the CORPORATION to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. **The** CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitor

- 8.1. The CORPORATION has appointed **Sh. Sudhanshu Sekhara Mishra**, Email – ssmishra.995@gmail.com and **Sh. Kesheo Prasad Dubey**, Email – dkesheo.prasad@yahoo.com, kesheodubey@gmail.com as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 8.2. 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.
- 8.3. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5. 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.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 8.7. 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.
- 8.8. The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ____ on ____

CORPORATION

BIDDER

Name of the Officer

Name of the Officer

Designation

Designation

Witness

Witness

1.

1.

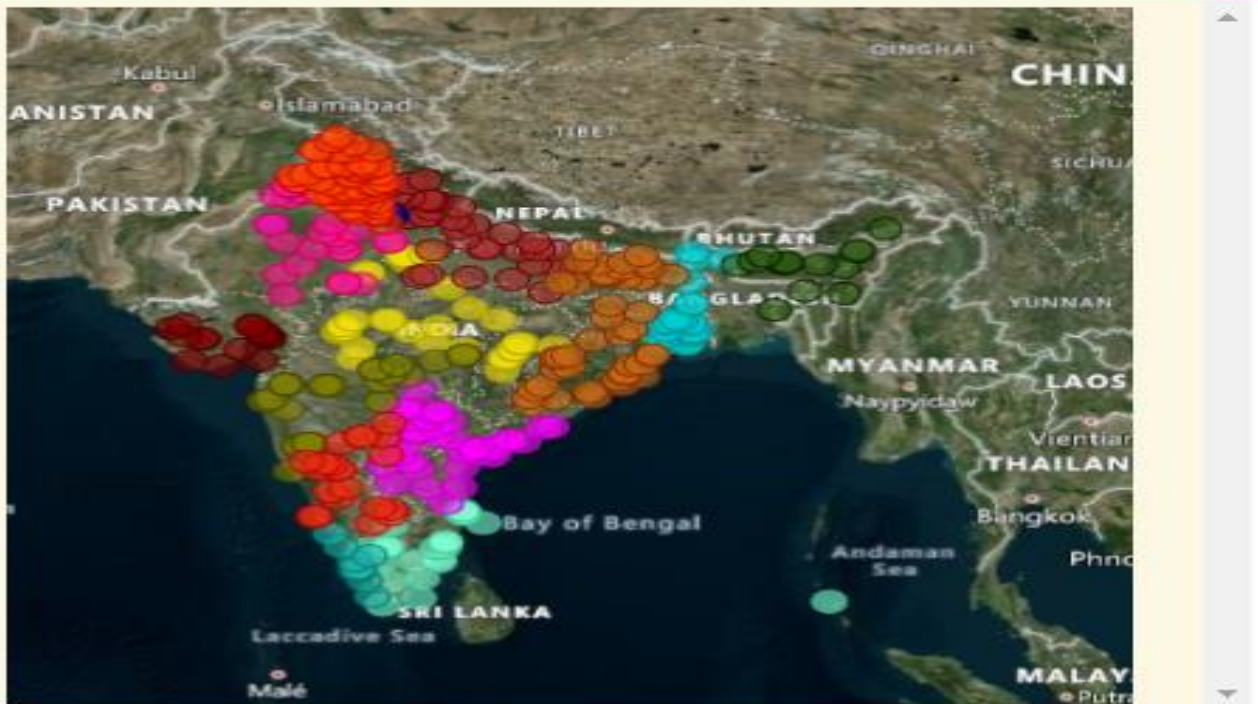
2.

2.

SCHEDULE – I: Layout plan of the Site

For layout the bidders may visit www.cewacor.nic.in , and access the map as depicted in below screenshot.

Location and Layout of Warehouse



SCHEDULE – II: Details of the Facility

For details of the facilities the bidders may visit www.cewacor.nic.in , and access the map as depicted in below screenshot.

Location and Layout of Warehouse



PROFORMA FOR INFORMATION OF WORK EXPERIENCE
CERTIFICATE TO BE FURNISHED BY THE TENDERER FROM EACH
CONCERNED PARTIES.

This is to certify that M/s _____ have worked as..... for the works of and their performance was found satisfactory. The details of work carried by them are as under:-

S.No.	Name of Client/ customer served	Nature of the work/ contract execute	Contract start date	Contract Completion date	Total value of work/ contract executed	Remarks
1.						
2.						
3.						
Grand Total						

We hereby confirm that the Highest installed capacity of Silo by our firm is.....MT.

Date :

Signature:

(Name & Designation of Signing Authority Seal of the Company / Organization)

Note:

- 1.** Certificate issued from Private Organization shall be supported by TDS certificate.
- 2.** *Experience certificate of contracts not completed satisfactorily shall not be considered for qualification)*

Schedule-IV

UNDERTAKING

(For Sole Proprietary Firm)

I,.....R/o.....

..... do hereby Solemnly affirm and declare as under: -

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

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

Place:

Date:

(Authorised Signatory)

RFP Part II:
LETTER OF AWARD

RFP PART II: LETTER OF AWARD

Ref No:

Place:

Date: DD.MM.YYYY

To,

[Company]Details of the Successful Bidder

Kind attention: (Name of the Authorised person of the Successful bidder to be added)

Dear Sir/ Madam

Sub: Development of the Cement Silo facility under DBFOT model atlocations

Letter of Award

1. We refer to the Bid dated DD.MM.YYYY including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated DD.MM.YYYY and other documents constituting the Bidding Documents.
The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.
2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
 - a. As per your Financial Bid dated DD.MM.YYYY, the Concession Fee of the highest bid submitted by you is INR _____ (the "Concession Fee"). Agreement and shall be payable in accordance with the Bidding Documents and revisionsthereof.
 - b. You, as the "Selected Bidder", shall provide the following within 30 (Thirty) days of the issue of this "Letter of Award":
 - i. You/SPC are hereby requested to deposit the first annual Concession Fee of within 30 days (Thirty) from the date of issuance of this Letter of Award ("LoA"). Each Concession Fee shall be due and payable within the stipulated period or within the extended time period, together with interest (including interest for the extended time period as specified in the Concession Agreement), although the first annual Concession Fee is to be paid by you, the Successful Bidder, without any interest liability on the Successful Bidder, within 30 days (Thirty) from the date of issuance of this LoA to CWC (LoA date is inclusive).
 - ii. Certificate of Incorporation of the Special Purpose Company (SPC) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPC.
 - iii. Carry out, with Authority, on a mutually agreed date and time, an inspection of the

Request for Proposal for Development of Cement Silo Facility under DBFOT model

Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.

- c. Performance Security of Rs. _____ in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank as per Concession Agreement.
- d. Please take note that the LoA, does not grant or vests any ownership rights and/ or possession rights over the Site in favour of the Successful Bidder in any manner whatsoever, and CWC will continue to have complete ownership of the Site/Facility. However, the Corporation will hand over the Site to the Concessionaire on appointed date as specified in the concession agreement, for the Concession Period of 15 (Fifteen) years and further extendable to two terms of 5 years each, for the specified scope and obligation mentioned in the Concession Agreement. Further, the Concessionaire will hand over the Site/Facility to the Corporation without any encumbrance or financial liability at the end of the concession period.
- e. The SPC shall sign the Concession Agreement with the Authority subsequent to the fulfilment of terms stated in Paragraph 2 (b) of the LOA and in accordance with the terms and conditions of the Bidding Documents. You/SPC shall ensure that the Agreement is signed not later than 30 (Thirty) days from the issuance of this "Letter of Award". You/SPC shall incur the duties, levies and taxes applicable for the execution of the Agreement.
- f. Further, in case you fail to submit your acceptance within stipulated time or any extended period if agreed upon by CWC or refuse the acceptance of the aforesaid Agreement under this LoA, CWC at its discretion take necessary action as deemed fit including forfeiture of EMD, backlisting etc.
- g. You/SPC shall comply with all the terms and conditions of the Bidding Documents.

It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to convey in writing, your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

General Manager (Rail Operations)
Central Warehousing Corporation

Acknowledged & unconditionally accepted:

[Name of the Successful Bidder]

[Designation]

[Company]

RFP PART III : AGREEMENT

AGREEMENT

CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the *****day of*****, 20****

BETWEEN

- 1 **THE CENTRAL WAREHOUSING CORPORATION), represented by [•], and having its offices at [•]** (hereinafter referred to as the “**Corporation**” or “**CWC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of One Part.

AND

- 2 ***** a company incorporated under the provisions of the Companies Act, 2013 with CIN***** and having its registered office at ***** (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

The **Corporation** and the **Concessionaire** shall collectively be referred to as “**Parties**” and individually be referred to as “**Party**” as the case may be.

WHEREAS:

- A. In order to Design, Build, Operate & Manage Cement Silo Facility, the Central Warehousing Corporation intends to their existing facilities in India with public/private sector participation at various locations across the Country.
- B. In furtherance to this, the Corporation has resolved to Design, Build, Operate & Manage such Warehouse Facility [•] in district [•] in the State of [•] on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis in accordance with the terms and conditions set forth in this Agreement.
- C. The Corporation had accordingly invited proposals by its Request for Proposal dated ***** (the “Request for Proposal” or “RFP”) for selection of bidder to Design, Build, Finance, Operate, Maintain and

Request for Proposal for Development of Cement Silo Facility under DBFOT model

Transfer the Project at the identified location.

- D. After evaluation of the bids received, the Corporation had accepted the bid of the {successful bidder/Consortium}- comprising*****and***** (collectively the “Consortium”) with*****as its lead member (the “Lead Member”))and issued the Letter of Award No. *****dated***** (hereinafter called the “LOA”) to the {selected bidder/Consortium} requiring, *inter alia*, the execution of this Concession Agreement within 45 (Forty-Five) days of the date of issue thereof.
- 3 {The selected bidder/ Consortium has since promoted and incorporated the Concessionaire as a company under the Companies Act 2013 with CIN***** , and} has requested the Corporation to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the {selected bidder/Consortium under the LOA,} including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.
- 4 {By its letter dated ***** the Concessionaire has also joined in the said request of the selected bidder/Consortium to the Corporation to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/Consortium including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder/Consortium, only for the purposes hereof}.
- 5 The Corporation has {agreed to the said request of the selected bidder/Consortium and the Concessionaire and has} accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

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

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 47) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

- 1.2.1 In this Agreement, unless the context otherwise requires,

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- (f) references to “**construction**” or “**building**” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “**construct**” or “**build**” shall be construed accordingly;
- (g) references to “**development**” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and “**develop**” shall be construed accordingly;
- (h) references to “**Permissible development period**” is 01 year from date of issuance of the LOA for augmentation and development of the offered area.
- (i) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (j) any reference to day shall mean a reference to a calendar day;
- (k) references to a “**business day**” shall be construed as a reference to a day (other than a Sunday) on which banks in **the State** are generally open for business;

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- (l) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (m) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) “**Lakh**” means a hundred thousand (100,000) and “**Crore**” means ten million (10,000,000);
- (q) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (r) references to the “**winding-up**”, “**dissolution**”, “**insolvency**” or “**reorganization**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- (s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of Corporation hereunder or pursuant hereto in any manner whatsoever;
- (t) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Expert shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the Independent Expert, as the case may be, in this behalf and not otherwise;
- (u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which

such reference appears;

- (w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
- (x) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Corporation and/or the Independent Expert shall be provided free of cost and in three copies, and if the Corporation and/or the Independent Expert is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

2.1 *Scope of the Project*

The scope of the Project (the “**Scope of the Project**”) shall mean and include, during the Concession Period:

- (a) Planning, Design, Financing and Construction of the Project on the Site/Offered Area set forth in **Schedule-A** with provision of the Project Assets in conformity with the Specifications and Standards, the Warehousing Corporation Act 1962 and other provisions of this Agreement;
- (b) Operation and Maintenance of the Facility in conformity with the Specifications and Standards, the Warehousing Corporation Act 1962 and other provisions of this Agreement;
- (c) provide Services in conformity with the Specifications and Standards, the Warehousing Corporation Act 1962 and other provisions of this Agreement;
- (d) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any

or all of the obligations of the Concessionaire under this Agreement.

3.1 The Concession

- 3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws, the Applicable Permits and Good Industry Practice, the Corporation hereby grants to the Concessionaire and the Concessionaire hereby accepts the exclusive right, license and Corporation to Design, Finance, Construct, Operate and Maintain the Project at the Offered Area (the “**Concession**”) and provide Services for a period of 15 (Fifteen) years extendable for further two terms of 05 years each with an escalation of 7% for the first 05 year and 10% for the next 05 years, commencing from the Appointed Date and ending on the Transfer Date (the “**Concession Period**”), which includes construction of the Project Assets and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.
- 3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall entitle or oblige the Concessionaire to undertake the following in accordance with the provisions of Applicable Laws and Applicable Permits, during the Concession Period to:
- (a) Right of Way, access, and license to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
 - (b) Plan, Design, Develop, Procure, Construct, Finance, Upgrade, Equip, Operate, Maintain and manage the Project Asset/Facility as per the terms and conditions of this Agreement including Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice and transfer the same to the Corporation or designated Government agency on the Transfer Date;
 - (c) Operate, Manage, and Maintain the Facility and regulate the use thereof by third parties;
 - (d) Demand, Collect and appropriate Fee from Users liable for payment of Fee for using the Facility and/or availing any Services or any part thereof and refuse entry to any User if the Fee due is not paid;
 - (e) perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Agreement including Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice;
 - (f) provide Services to the Users and/or any other service providers as per the terms and conditions of this Agreement including Specifications and Standards, Good Industry Practice and Applicable Law;
 - (g) bear and pay all costs, expenses, and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;

- (h) access the common areas, facilities, and infrastructure at the Site, as long as such right to access is limited to the extent that it is required for Design, Build, Operating and Maintaining the Offered Area/Facility and/ or providing Services;
- (i) neither assign, transfer, or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Offered Area/Facility nor sell, transfer, exchange, lease, sub-license part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

3.2 *Extension of Concession Period*

In the event that extension of the Concession Period shall have become due under and in accordance with the provisions of this Agreement, the Concessionaire shall apply to the Corporation forthwith for extension of the Concession Period in accordance with the provisions of this Agreement.

4.1 *Obligations of the Concessionaire*

- 4.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the, design, engineering, procurement, construction, operation and maintenance of the Project in accordance with the provisions of this Agreement and take reference to the Layout Plan as specified under Schedule – A and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
 - 4.2.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
 - 4.2.3 The Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
 - 4.2.4 The Concessionaire shall, from time to time, undertake expansion or augmentation of the Project Assets in accordance with the provisions of this Agreement and Good Industry Practice
 - 4.2.5 Save and except as expressly provided in this Agreement, the Concessionaire shall, at all times during the subsistence of this Agreement, pay all taxes, levies, duties cesses and all other statutory charges, dues, assessments or outgoings payable except property tax in respect of the Project, Services and other services, or in respect of the materials stored therein, which may be levied by any Government Instrumentality.
 - 4.2.6 The concessionaire shall ensure the requirement of software for billing / integration with CWC's system at their own cost for ensuring seamless operations of the Cement Silo Set-up.
- 5.1** The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- (a) make, or cause to be made, necessary applications to the relevant Governmental Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits for the construction, commissioning and operating the Facility and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
- (b) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- (c) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
- (d) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement or Applicable laws
- (e) procure that all facilities and amenities within the Project are operated and maintained in accordance with Good Industry Practice and the Users have non-discriminatory access for use of the same in accordance with the provisions of this Agreement and Applicable Laws;
- (f) ensure that Users are treated with due courtesy and consideration and provided with ready access to Services and information;
- (g) provide, or cause to be provided, Services in accordance with the provisions of this Agreement and Applicable Laws;
- (h) procure the temporary supply of electricity during the Construction Period to the Project from the grid, including procuring standby arrangements for supply of electricity for maintenance of Services in the event of outages or failure of electricity supply from the grid;
- (i) support, cooperate with and facilitate the Corporation in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- (j) transfer the Project Assets to the Corporation upon Termination/Expiry of this Agreement, in accordance with the provisions thereof,
- (k) procure, as required, the appropriate utilities and Services required or used for the Project
- (l) keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, documents relating to the Project, and Change of Scope Order and other communications given under this Agreement. The Corporation's representative and its authorised personnel shall have the right of access to all these documents at all reasonable times;
- (m) cooperate with authorized representative of the Corporation and personnel of any public Corporation;
- (n) not interfere unnecessarily or improperly with the convenience of the public, the Corporation and its representatives, employees, agents etc.;
- (o) undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Project Assets;

- (p) at its own cost, provide and install the, furniture equipment, fixtures and things necessary for implementing the Project;
- (q) at its own cost bear the cost of developing and maintain roads inside the Facility boundary to achieve seamless connectivity of the Facility with external road connectivity;
- (r) bear and pay all the existing and future rates, Taxes, levies, duties, cess and charges of whatsoever nature in respect of the Project throughout the term or the extended term of the Concession Period to CWC, if any;
- (s) provide the Project security arrangements on round the clock basis and shall maintain and run the Project in accordance with Good Industry Practice;
- (t) not store any hazardous or explosive substance on the Site unless specific license is obtained from the regulatory body after taking prior consent from the Corporation. The Concessionaire shall provide and maintain necessary fire-fighting and fire protection systems in the Site as per the Applicable Law
- (u) observe and perform all the terms, covenants, conditions and stipulations contained herein and shall not do, omit or suffer to be done any act, deed or thing whereby Corporation's rights with respect to the Facility, the assets therein or any part/portion of the Facility in any way prejudiced, affected or extinguished;
- (v) use the Site/Offered Area or any premises erected thereupon for the exclusive purpose of providing the Services to the users of the Facility ("Users") and bonafide visitors to the Site.

5.2 Maintenance obligation during Development Period

During the period from the date of the Concession Agreement until the Appointed Date (**the "Permissible Development Period"**), the Concessionaire shall maintain the existing Site, in such a manner so as to ensure its maintenance and safety and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. The Concessionaire shall be deemed to have made necessary provisions for inclusion of costs related to maintenance during the Permissible Development Period in its Bid.

5.3 Risks and Responsibility for the Project

The Concessionaire shall bear full risk and take full responsibility for the care of the Project, and of the Materials, goods and equipment for incorporation therein, from the date of signing of this Agreement until the date of handing over the Project to the Corporation.

Except as otherwise stated in this Agreement the Concessionaire accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Project.

5.4 *Obligations relating to taxes*

The Concessionaire shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges, dues, assessments, or outgoings payable in respect of the

Project Facilities to CWC.

6.0 **Obligations of the Corporation**

- 6.1 The Corporation shall, at its own cost and expense undertakes, comply with, and perform all its obligations set out in this Agreement or arising hereunder.
- 6.2 The Corporation agrees to provide support to the Concessionaire and undertakes to observe, comply with, and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- (a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits, required from any Government Instrumentality for implementation and operation of the Project;
 - (b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
 - (c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (d) pay property tax in relation to the Site on which it is established;
 - (e) subject to and in accordance with Applicable Laws, grant to the Concessionaire the Corporation to regulate use of the Project;
 - (f) assist the Concessionaire in procuring police assistance for regulation of traffic, removal of trespassers and security on or at the Project;
 - (g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
 - (i) Provide access to, as shown in the project map attached in Schedule A.
 - (j) subject to the Concessionaire complying with Applicable Laws, making requisite applications provide reasonable assistance to the Concessionaire in procuring electricity supply within the Project;
 - (k) provide to the Concessionaire the Right of Way, access, leave and license rights to the Site.
 - (l) provide complete access to the Site free of encumbrance, including right to use for the purpose of maintaining telephone lines, electricity lines, water piping or for such other public purpose as the Concessionaire may require, but the charges for the use of such utilities shall be incurred by the

Concessionaire;

7.0 PERFORMANCE SECURITY

7.1 Performance Security

7.1.1 The Concessionaire shall, for the performance of its obligations during the Construction Period, provide to the Corporation no later than 30 (Thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs.

*****/(Rupees *****) in the form set forth in Schedule (the "**Performance Security**") Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the EMD shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Corporation shall release the EMD to the Concessionaire.

7.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 30 (Thirty) days from the date of this Agreement, the Corporation may encash the EMD and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

7.2 Release of Performance Security

The Performance Security shall remain in force and effect for the entire period of the construction of the Silos and will be released upon submission of the PBG before initiation of commercial operation of the project. The format of the Performance Security & PBG will apparently remain same except its validity.

8.0 Construction of the Project

(a) The Concessionaire shall undertake construction of the Project, on the land specified in Schedule-A, and to exploit such development for commercial purposes with the right to sub-license any or all parts thereof by means of Project Agreements in accordance with the Concessionaire's scope of work under and in accordance with the terms of this Agreement.

(b) The Concessionaire shall undertake or cause to be undertaken at its cost and in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice, the development and maintenance of infrastructure such as internal roads, electric supply, water supply, sewerage and

drainage system etc. in the site and to the site, forming part of the Project.

- (c) On or after the Appointed Date, the Concessionaire shall undertake the Construction Works as per the permissible development period and in conformity with the agreed Specifications and Standards. Accordingly, the Concessionaire shall undertake the designing, engineering and Construction Works related to the Project .

9.0 O&M obligation of the Concessionaire

9.1 During the Operation Period, the Concessionaire shall operate and maintain the Project, and provide Services to the Users in accordance with this Agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvement to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The Concessionaire shall be inter alia at its own cost, expense, and consequences responsible and liable for / to:

- (a) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- (b) Ensure that services of water supply, sewerage, drainage, electricity, telephone, etc. at the Site or in the vicinity, encountered during the period of construction / operation / maintenance of the Project and rail line are not damaged. In case of any shifting of utilities required during construction, the Concessionaire will have to bear the upfront charges of such shifting. All the coordination work with concerned Agencies including the clearances / permissions for shifting of utilities will be the responsibility of the Concessionaire);
- (c) Provide to the Corporation/Independent Expert the reports on a regular basis during the Implementation Period and Operations Period in accordance with the provisions of this Agreement;
- (d) Adhere to the provisions of all laws of the land including municipal laws and bylaws and rules in connection with display of advertisements. The Concessionaire shall also pay / ensure payment of advertisement tax, service tax, other taxes & levies if any, in respect of the advertisements displayed.
- (e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;
- (f) Notwithstanding any provision in this Agreement be solely responsible for safety, stability, soundness and durability of the Project including all structures forming part thereof and their compliance with the Specifications and Standards as per Agreement during Construction as well as Operation and Maintenance Period and be liable for any claims arising there from.
- (g) Ensure that the Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- (h) Operate and maintain the Facility at all times during the Operation Period in conformity with

this Agreement.

- (i) Ensure that the Project Assets are handed over to Corporation in sound condition on the Transfer Date;
- (j) permitting safe, smooth, and uninterrupted use by the Users of the Project to avail the Services, including prevention of loss or damage thereto, during normal operating conditions;
- (k) carrying out periodic preventive maintenance of the Project;
- (l) taking all measures relating to fire precautions in accordance with Applicable Laws, Applicable Permits and Good Industry Practice;

10.0 Concession Fee

10.1 In consideration of the grant of Concession, the Concessionaire shall pay to the Corporation by way of concession fee, the sum as quoted in Price Bid per month referred to as the "**Concession Fee**".

10.2 The Concessionaire shall pay the concession fee to the Corporation, which shall be subject to annual escalation based on WPI & CPI calculation till the completion of concession period.

10.3 Payment of Concession Fee

The Concession Fee shall be due and payable within 07 working days from the date of submission of Invoice by CWC.

10.4 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice.

11.0 Dispute resolution

GOVERNING LAW, JURISDICTION AND RESOLUTION MECHANISM

11.1 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.

11.2 AMICABLE RESOLUTION

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.

11.2.1 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.

11.2.2 The Joint Committee comprising three authorized representatives including the Regional Manager of the concerned Regional Office of CWC and an equal number of authorized

Request for Proposal for Development of Cement Silo Facility under DBFOT model

- 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.
- 11.2.3 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.
- 11.2.4 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.
- 11.3 **DISPUTE RESOLUTION WITH CPSEs/ GOVT ORGANZATIONS**
Subject to amicable resolution as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018. Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.
- 11.4 **DISPUTE RESOLUTION WITH PARTIES OTHER THAN CPSEs / GOVT. ORGANIZATIONS**

Request for Proposal for Development of Cement Silo Facility under DBFOT model

The disputes, if not settled through Amicable Resolution, having claim value more than Rs 10 crore, shall not be considered for arbitration and shall directly be considered for adjudication by the appropriate court in New Delhi.

- 11.5 Any dispute, disagreement, claim or other difference, having claim value less than Rs 10 Crore, arising out of or in connection with this Contract (a "Dispute") shall be resolved as depicted below: -
- i. 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.
 - ii. The arbitral tribunal shall consist of sole arbitrator appointed mutually by both the parties. In case, the parties are unable to appoint the arbitrator mutually within 30 days of raising of dispute, the parties shall be required to refer the dispute for adjudication in the court at New Delhi.
 - iii. 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 reenactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be as mutually decided.
 - iv. 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.
 - v. The service provider shall be obliged to continue to provide Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the service provider (except payment in dispute) shall be withheld on account of such proceedings.
 - vi. The cost of arbitral proceedings shall be borne equally by both the parties.

The arbitration award shall be a reasoned award. The same shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause shall survive the expiry or termination of the Contract.

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of THE Corporation by:

Request for Proposal for Development of Cement Silo Facility under DBFOT model

(Signature)

(Name)

(Designation

)(Address)

(Fax No.)

(e-mail address)

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the day of 20.....

Hereunto affixed in the presence of Director,who has signed these presents in token thereof and.....Company Secretary /

Authorised Officer who has countersigned the same in token thereof;

(Signature)

(Name)

(Designation)

(Address) (Fax No.)

(e-mail address)

In the presence of (witness):

1.

2.

PERFORMANCE SECURITY

To,

Name and address

WHEREAS:

(A) [•] (the "**Concessionaire**") and the [•] ("**Corporation**") have entered into a Concession Agreement dated [•] (the "**Agreement**") whereby the Corporation has resolved to establish a Warehouse Facility at [•] in district [•] in the State of [•] on Design, Build, Finance, Operate and Transfer ("**DBFOT**") basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Corporation in a sum of Rs.1.25 Crores (INR One Crores and Twenty Five Lakhs only) per location, assessed by the Corporation (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C) We, [•] through our Branch at [•] (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Corporation upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations during the Construction Period, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Corporation shall claim, without the Corporation being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Corporation, under the hand of its authorized representative, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Corporation shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Corporation and the Concessionaire, or any dispute between them pending before any

court, tribunal, arbitrators or any other Corporation or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Corporation shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Corporation to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Corporation shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Corporation against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Corporation, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Corporation or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Corporation in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Corporation on the Bank under this Guarantee, no later than 180 (one hundred and eighty) days from the date of expiry of this Guarantee ("**Claim Period**"), all rights of the Corporation under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security, subject to the Claim Period mentioned in Clause (7) above, shall cease to be in force and effect when the Commercial Operation Date under the Agreement has occurred. Upon request made by the Concessionaire, after the expiry of the Claim Period, for release of the Performance Security along with the particulars required hereunder including that the Commercial Operation Date under the Agreement has occurred, duly certified by a statutory auditor of the Concessionaire, and the Corporation shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Corporation in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Corporation that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the date which is 180 (one hundred and eighty) days after the occurrence of [Commercial Operation Date] of phase [*] under the Concession Agreement as notified to the Bank by the Corporation.

Signed and sealed this [•] day of [•] 20 [•] at [•]

SIGNED, SEALED AND DELIVERED

For and on behalf of the **BANK** by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.