# E - TENDER DOCUMENT

## FOR UTILISING WAREHOUSING FACILITY WITH A COVERED STORAGE SPACE OF 10576.2 Sq. Mtrs. (1,13,842 Sq. Ft.) AT RAILSIDE WAREHOUSING COMPLEX JOGESHWARI, MUMBAI-400063.

**14.09.2022**

**Central Railside Warehouse Company Limited**
**(A Govt. of India Enterprise)**

CORPORATE OFFICE:
Warehousing Bhawan, 4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi-110016.
website: www.crwc.in

# E-Tender Notice

CRWC invites online e-tendering under two bids system from the interested parties, who are professionally competent, technically & financially sound, and eligible as per this NIT for selection of Users for utilizing the Covered Storage Space of warehouse of 10,576.2 Sq. Mtr. (1,13,842 Sq. Ft.) at its Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra as detailed below:

| | | |
|---|---|---|
| Scope of tender | Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063. | |
| Covered Area | 10,576.2 Sq. Mtr. (1,13,842 Sq. Ft.) | |
| Tender Notice | Only Online Tenders (e-tendering) for above work. Tender documents will be available on websites: www.crwc.euniwizarde.com, www.crwc.in, www.cewacor.nic.in, www.tenderdetail.com, http://www.eprocure.gov.in, | |
| Tender Type | OPEN TENDER | |
| Schedule of e- Tender | Date and Time for downloading of Documents & payment of Processing Fees. | From 11:00 hrs. on 14.09.2022 up to 15:00 hrs. on 17.10.2022. |
| | Last date and time of online bid submission | Upto 15: 00 hrs. on 17.10.2022. |
| | Last date for seeking Enquiries/ Clarifications | Upto 1700 hrs. on 04.10.2022. |
| | Date & time of online Technical Bid opening i.e., Step I | At 15:30 Hrs. on 17.10.2022. |
| | Date & time of online Financial Bid opening | Will be intimated later on. |

| | |
|---|---|
| | NOTE: If the date fixed for opening of Technical Bid/Financial Bid is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time. |
| Bid Validity Period | 90 days from the last date for submission of tender. However, CRWC may solicit the Bidder's consent for further extension of the period of validity of the bid. |
| Period of Contract | 5 (Five) Years, which may be further extendable for Two terms of One Year each on same terms and conditions. |
| Processing Fee & Tender Fee | Processing Fee of Rs. 5900 including GST along with the Tender Fee of Rs.2000/- payable to M/S ITI Limited. The payment should be deposited through e-payment gateway of M/s ITI Ltd. only. |
| EMD | Rs. 7,70,000/- (Rupees Seven Lakhs Seventy Thousand only) to be paid through e-payment gateway of M/s ITI, upto 15:00 hrs of 17.10.2022.<br><br>MSME's are exempted from submission of EMD & Tender fee. In lieu of EMD & Tender Fee, Micro &Small Enterprises (MSEs) registered with the prescribed agencies/startup certified by department for Promotionof Industry and Internal trade (DPIIT) are required to submit duly digitally signed Bid Security Declaration as pre Exhibit - 17 along withonline Bid |
| Pre-bid Meeting | Virtual pre-bid meeting with the prospective bidder shall be held at 1500 hrs. on date 26.09.2022 at CRWC, Corporate Office, New Delhi. |

**NOTE: INFORMATION FOR ONLINE PARTICIPATION: -**

A) The Bidder participating in the tender process, shall require class III digital signature/digital security certificate for participating in e-tendering process (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 this a separate processing fee would be payable to the authorized agency of CCA. However, if valid class III digital signature is available with the Bidder the same can be used.

B) The Bidders desirous of participating in the NIT, shall have to register their firm on the website https//crwc.euniwizarde.com for online e-tendering in consultation with CRWC's consultant M/s ITI Limited (Govt. of India undertaking). The detailed procedure for registration is as under:

i) Go to the URL https://crwc.euniwizarde.com Click on the REGISTER ME link

ii) In the Vendor Registration form, vendor/Bidder has to fill up the details, digital signature information, and correct e-mail address and submit form.

iii) The user-id and password are generated in the form of Acknowledgement.

C) The Bidder himself or the person duly authorized on its behalf to participate in the bidding, as the case may be, can submit the bid under his or her Digital Signature. Non-compliance including absence of the digital signature of the Bidder or the authorized person as the case may, will lead to summarily rejection of the bid.

D) Enquiries/Clarification, if any may be submitted **upto 1700 hrs on 04.10.2022** to Sr. Manager-Commercial, CRWC, Corporate Office, New Delhi. Clarifications will be published on the following website:- www.crwc.euniwizarde.com, www.crwc.in, www.cewacor.nic.in, www.tenderdetail.com, http://www.eprocure.gov.in

E) DOWNLOADING OF TENDER DOCUMENT: -The tender document is available only in electronic format which the Tenderer's can download at a cost of Rs. 2000/- from the above mentioned websites.

F) SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the website https//crwc.euniwizard.com , on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Railside Warehouse Company Limited will be out rightly rejected.

G) Incomplete Tender or the Tender not complete in all respect i.e. not accompanied by necessary exhibits duly filled in and signed along with scanned copies of supporting documents duly self-attested under valid digital signatures, shall be summarily rejected.

i. Checklist: A checklist as provided at Exhibit 14 with the Template for Step-1 (Para 4.1): Pre- qualification (Technical) Bid is also required to be duly filled and uploaded.

ii. Tenderer's who wish to participate in e-tender enquiry need to fill data in pre- defined forms of Pre-qualification (Technical) Bid, Financial Bid in Excel formats only.

iii. After filling data in pre-defined forms, Tenderer's need to click on final submission link to submit the encrypted bid.

iv. In the event of any document being found fabricated/ forged /tampered/altered/ manipulated during verification, or that the Bidder has made any misrepresentation or has concealed any material information, which are likely to affect the eligibility of the Bidder, he shall be disqualified from future participation in the tenders of Central Railside Warehouse Company Limited for a period not exceeding Two (02) Years and if the contract is already awarded, at the time of such discovery, CRWC shall have absolute right to terminate the contract and the security deposit submitted by the Bidder shall be forfeited without prejudice to the other rights of CRWC including right to disqualify the successful Bidder for such time as CRWC may, in

its discretion deems fit.

v. In case any of the uploaded documents is not legible then CRWC reserves the right to call for legible hard copies of the same and/or originals for scrutiny/ verification. In such a case the Bidder must upload the missing documents called for electronically, as per clause 4.1.2(b) within the stipulated time. Any physical submission of documents shall be rejected and the Bidder/ Tenderer shall be solely responsible and liable for the consequences arising there from. Note: Tenderer should upload all the required documents with the tender under valid digital signature.

H) The Bidders are requested to get themselves registered well in advance so as to avoid any last-minute rush and hardships for any reasons whatsoever. CRWC shall not be liable or responsible in any manner for any technical problem encountered by any Bidder at the time of uploading of bids during the last moment and in no circumstances, any extension of time shall be granted for such online vendor registration. The online payments of Bidders shall be subject to realization/confirmation on the e-tender portal by way of a unique transaction reference number. Bids for which, the cost of tender, Tender Processing Fee has not been received shall be rejected without assigning any reasons and no query shall be entertained in this regard.

**For any clarification regarding online participation, contact:**

M/s ITI Limited (Govt. of India undertaking) F-29, Ground Floor,
Dooravaninagar, Bengaluru- 560016 Telephone No. (91)(80) 25660522
For local assistance you may call at the following helpline No.

- Mr. Anshuman, Mobile No.: 9355030616
- Mr. Navneet, Mobile No.: 9560364871

Sr. Manager-Commercial
Central Railside Warehouse Company Limited

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## DISCLAIMER

CRWC 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 CRWC or any other person. CRWC shall have no liability for any statements, opinions, information and matters (expressed or implied) arising out of, contained in or derived from, or for any omission from this document or any other written or oral communications transmitted to the party in relation to the assets of the CRWC in question for this tender, as the case may be.

CRWC and the successful bidder shall have to follow the provisions of Agreement framed thereunder, the provisions of agreement between CRWC & Indian Railways and the terms and conditions of the allotment of the said land by Indian Railway and its terms of usage as set out therein in its letter and spirit.

The Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in para 5.0, it shall be deemed that the Bidder is satisfied that the Tender Document is complete in all respects.

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

CRWC also reserves the right to change any or all of the provisions of this e-Tender. Such changes would be intimated to all parties procuring this e-Tender and shall beposted on CRWC‟s website http://www.crwc.in; on the CPP Portal www.eprocure.gov.in; and on the CRWC‟s tender portal https//crwc.euniwizard.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 CRWC shall in no way be liable for thesame. However, changes / clarifications in the tender terms and conditions, if any, shall be postedby CRWC on the website latest by seven days prior to date of closing of downloading of the Tender.

Sr. Manager-Commercial
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Warehousing Bhawan, 4/1, Siri Institutional Area,
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E-Mail: rajesh.singh@crwc.in, Website: www.crwc.in

**TENDER DOCUMENT CONSISTS OF TWO VOLUMES**

**VOLUME – I - DETAILS OF TENDER**
(Contains 57 pages i.e., page No. 10 to 66)

**VOLUME – II - PROJECT INFORMATION**
(Contains 01 pages i.e., page No. 67)

## VOLUME-I: DETAILS OF TENDER

INVITATION OF TENDERS FROM PROSPECTIVE USERS FOR UTILIZATION OF COVERED STORAGE SPACE OF 10576.2 Sq. Mtrs (1,13,842 Sq. Ft.). AT RAILSIDE WAREHOUSING COMPLEX JOGESHWARI, MUMBAI-400063.

**Details of Tender:**

Sub: Selection of User for utilizing the Covered Storage Space of warehouse of 10,576.2 Sq. Mtr(1,13,842 Sq. Ft.) at its Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra-400063.

**NOTES:**

[1] The Tender document is valid only for the applicant who has downloaded the document from the Websites mentioned in the e-Tender Notice / NIT dated 14.09.2022.

### 1.1 INTRODUCTION

This bid inviting Tender has been prepared by Central Railside Warehouse Company Ltd. (herein after referred to as the 'CRWC') and the information contained in this document has been developed from publicly available sources. Bid document includes details of tender along with Exhibits 1to 17. Exhibit - 4 is for agreement which is integral part of the bid document. This tender document has been prepared to enable the bidders to participate in the tender process for selecting a suitable bidder who is willing to utilize the Covered Storage Space of warehouse of 10,576.2 Sq. Mtr (1,13,842 Sq. Ft.) at Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra-400063 initially for a period of 5 (Five) years, further extendable for Two terms of One Year each on same terms and conditions.

This document is solely for use by the bidder(s) who are interested in participating in the bidding process. The document has been prepared to inform bidders and to encourage them to make their own evaluation of the assets and facilities (as per specifications & detailsgiven in this tender document) available at Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra-400063**.** It does not mean to contain all the information that a prospectivebidder may require. In all cases, bidders should conduct their own investigation and analysis of the assets, facilities, relevant data set out in this document by visiting the site and getting acquainted with the factual position.

### 1.2 STATUS OF THE DOCUMENTS:

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

## 1.3 STATUS OF ENTIRE FACILITY

CRWC intends to offer its Covered Storage Space of 10,576.2 Sq. Mtr(1,13,842 Sq. Ft.) at its Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra-400063.

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

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

## 1.4 DELIVERY SCHEDULE OF THE FACILITY

CRWC shall handover the facility, after payment of security deposit and the execution of the agreement.

The license fee free/fit out period shall start from the date of handing over of the facility, whereas the lock-in period shall start from the next day of completion of the license fee free/fit out period.

In case, CRWC fails to hand over the facility to the party on the date of execution of the agreement due to unavoidable circumstances/due to any reasons, no claim shall lie against the CRWC on this account and shall not be entitled to make any claim whatsoever against the CRWC for compensation, revision of rate or otherwise.

In case, CRWC fails to hand over the facility to the party on the date of execution of the agreement due to unavoidable circumstances/due to any reasons, CRWC may solicit the Bidder's consent for extension of the handing over period and the Bidder shall agree to consider such a request. The request and response shall be in writing. A Bidder accepting CWRC's request for extension of validity shall not be permitted to modify his proposal in any other respect.

## 2. DEFINITIONS:

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

OR

If the company has a control over the other's operations and hold(s) not less than 26% of the

voting shares, either directly or indirectly, in the other or vice versa. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event the percentage of holding would be considered on proportionate terms.

**(ii) Bidder:**
Bidder shall mean and include a Sole proprietorship concern, Registered Partnership firm, a Company incorporated under the Companies Act, 2013 or Bidding Consortium that has submitted a Proposal in response to this Tender.

**(iii) Bidding Consortium/Joint Venture:**
If the Bid for the Project is made jointly by more than one entity, then the group of entities shall be referred to as a Bidding Consortium. Joint Venture would mean a joint arrangement, entered into in writing, whereby the parties that have joint control of the arrangement, have rights to the net assets of the arrangement. The usage of the term is similar to that under the Accounting Standards.

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

**(v) Member Entity:**
Each entity in the Bidding Consortium shall be referred to as a Member Entity. A registered partnership firm can also be allowed as a Member Entity of the Bidding Consortium provided a Lead Member of the Bidding Consortium shall be a corporate entity.

**(vi) Company:**
The term 'COMPANY' or 'CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED' or 'CRWC' wherever occurs, shall mean the CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED' established under the Companies Act of 1956 and shall include its administrators, successors and assigns.

**(vii) Facility:**
The expression 'Facility' means the warehouse complex, constructed, owned and possessed by CRWC as per the specifications & terms of usage given in the tender document and offered by CRWC. But the only part of the facility to the extent allotted under the agreement shall be under the domain of SECOND PARTY and they shall be able to utilize to that extent only on warehousing basis at its Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra-400063. The area & assets installed in the facility to be handed over shall be defined and made part of the agreement. For the sake of information, details of complete warehousingcomplex have been described in Volume-II (Project Information & Diagrams/maps) to be handed over for storage/operational purpose.

**(viii) Managing Director:**
'Managing Director' shall mean the Managing Director of Central Railside Warehouse Company Limited.

**(ix) Terminal Manager:**

Terminal Manager' shall mean the Terminal Manager, Railside Warehousing Complex-Jogeshwari having administrative control over the facility.

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

**(xi) Second Party:**
The bidder(s), successful in terms of this tender enquiry who can take the warehousing facility as per the conditions / specifications given in the tender for utilization on long term Warehousing Basis. 'SECOND PARTY' in this Tender document refers to and to be replaced by the name of the successful bidder.

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

## 3. INTRODUCTION AND BACKGROUND

### 3.1 Objectives of Inviting e-Tender:

CRWC proposes to enter into a Warehousing Agreement for its "facility" as per the specifications given in the tender (Volume-II – Project Information), at its Railside Warehousing Complex (RWC) at Jogeshwari, Maharashtra-400063., with the entities i.e.-

- Proprietary/partnership/registered companies/any other legal entities.
- Having latest valid GST Registration.
- Having valid PAN Card.
- Financially Sound.
- Positive Net Worth.
- Can utilize and maintain the facility & other infrastructure which will be under their domain.

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

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

## 4. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of proposals by the interested parties in response to the-Tender as specified below:

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

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

The proposals received would be subject to a two-step evaluation as below:

### 4.1 STEP 1 – PRE-QUALIFICATION OF BIDDERS

In the first step, CRWC will evaluate the information submitted by the bidder in Step 1 to select the pre-qualified bidders.

#### 4.1.1 Preliminary scrutiny of bids

CRWC will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored.

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

(i) The bid is unsigned;

(ii) The bid is not legible;

(iii) Required EMD, Processing Fee and cost of tender has not been received.

(iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.

(v) The bidder has not quoted the rates electronically, as specified in Exhibit 3.

(vi) The bidder has not agreed to the essential conditions i.e., scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / bank guarantee, and dispute resolution mechanism.

(vii) The bidders who have been blacklisted or otherwise debarred by CRWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission.

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

#### 4.1.2 Further evaluation of Stage: I Technical Bid

(a) CRWC shall evaluate the technical bids to determine whether they are complete, whether the required documents, as asked for, have been submitted andwhether the technical bid is generally in order as per the qualifying conditions of the tender.

(b) CRWC, if necessary, can ask the Bidder for any specific clarification relatingto qualifying document / condition or can seek missing document(s) within the specified time of 10 days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

(c) CRWC can waive any minor infirmity or non-conformity or irregularity like spelling

mistake(s), signature missing on any page which does not constitute a material deviation

(d) The Bidder has the option to respond or not to respond to these queries.

(e) The request for clarification and missing document(s) by the CRWC and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

(f) If the Bidder fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is not-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

(g) All the responses to the clarifications will be part of the Proposal of the respective Bidder and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

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

(i) An Icon for clarification shall appear on "Bid details" page (in front of each of the bidder's name) at CRWC's end after opening of Technical / Financial Bid.

(ii) CRWC shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time. After entering the details of clarification / missing document sought by the CRWC, same icon shall appear at Bidder's end for replying to the particular clarification / missing document sought by the CRWC. The system will also send the alert to the bidder at his registered e-mail address about the clarification /missing document sought by the CRWC.

(iii) Bidder will click on clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and also submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the CRWC.

(iv) Once the prescribed time expires, clarification icon from bidder site shall also disappear automatically.

(v) After expiry of prescribed time, CRWC shall download the clarification / missing document submitted by the bidder.

a) Following missing documents as called for after scrutiny of technical bids as submitted by the bidders, should not be of a date later than the date of submission of bid.
   - **(i)** Registration Certificate
   - **(ii)** GST Registration.
   - **(iii)** PAN card.
   - **(iv)** Partnership deed in case tender is a partnership firm OR Certificate of Incorporation, Memorandum of Association and Articles of Association in case Bidder is a company.
   - **(v)** Power of Attorney/Board resolution in favour of signatory (is) duly attested by

notary.

**(vi)** Affidavit of proprietary firm as per Exhibit-07.

b) The following missing documents are called for after the scrutiny of technical bid which are generally not in the nature of statutory documents and they explain the position existing in the past, if such missing documents are asked from the bidder, they can be of a date after the date of last date of submission of the bids.

**(i)** Exhibit-1: Covering letter

**(ii)** Exhibit-2: Description of the bidder

**(iii)** EXHIBIT-06- Undertaking certificate for not conflicting with the Business Interest of CRWC.

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

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

Commercial Bid/ Price Bid/ Financial Bid in respect of the bidders declared as pre-qualified in evaluation of technical bid will be opened. The Commercial/ Price/ Financial Bids will be ranked on the basis of the **Total quoted amount (Storage Charges) per month** for covered area (Exhibit-3). The Bidder having quoted the most attractive commercial rate over and above the reserve Storage charges shall be ranked as H1and subsequent biddersshall be ranked in order of their respective total quoted/offered revenue shall be ranked as H2,H3, and so on.

### 4.2.1 SELECTION OF BIDDER:

i. Covered Warehousing space : 10,576.2 Sq. Mtr. (1,13,842 Sq. Ft.)

The Reserve Price for Monthly Storage Charges is **Rs. 470.7/Sq. Mtr/Month**. Any amount quoted below the fixed Storage Charges shall make the tender unresponsive and such offers shall be summarily rejected.

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

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

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

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

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

The rates of above-mentioned services are as follows;

| | | |
|---|---|---|
| 1 | Office Space (134.7 Sq. Mtr/1450 Sq. Ft. already constructed by CRWC). | 2 times the Covered Gross Area Tariff |
| 2 | Exclusive Open space for storage other than road & circulating area (without erection of any structure). | 60% of Covered gross area Tariff |
| 3 | Mobile Tower | 3 times the Covered Gross Area Tariff |
| 4 | ATM | 3 times the Covered Gross Area Tariff |
| 5 | Hoardings | 3 times the Covered Gross Area Tariff |
| 6 | Solar Power Plant on the Roof top | Collection of interest free refundable SD @Rs.250 / sq.mtr. |
| 7 | Mezzanine Floor to be built by Second Party only attheir cost. | 50% of Covered Gross area Tariff. |

Central Railside Warehouse Company Limited. will have exclusive rights to offer services mentioned in point 01 to 06, under clause 4.2.2 (non-mandatory services) to other parties at later stage at rates decided by CRWC. The only part of the facility to the extent allotted under the agreement shall be under the domain of SECOND PARTY and they shall be able to utilize to that extent only.

The successful bidder shall be allowed to have ATM, Mobile tower, etc. as per non-mandatory services tariff subject to prior approval from CRWC. The successful bidder shall also be allowed to utilize the Office space of 134.7 Sq. Mtr /1450 Sq. Ft. (constructed by CRWC) as per tariff i.e. 2 times the covered gross area tariff. In addition to the office space constructed by CRWC, the Second Party shall be allowed to have (create) office space for their own use at their own cost, inside warehouse or on the mezzanine floors.

The Second Party shall be allowed to construct Mezzanine Floors. Load bearing capacity of such mezzanine floors shall be 1.0MT per sqm. To 1.5 MT per sqm. They shall submit design and drawings for approval of CRWC first and thereafter only, they will take up such construction. The new constructed mezzanine created by Second Party shall be charged @ 50%

of the covered area tariff of ground floor.

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

## 5. PROCEDURE TO BE FOLLOWED

### 5.1 ENQUIRIES & CLARIFICATIONS:

Enquiries, if any, can be addressed to:

Sr. Manager-Commercial
Central Railside Warehouse Company Limited
Warehousing Bhawan, 4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi-110016.
E-Mail: rajesh.singh@crwc.in, Website: www.crwc.in

All queries that are received on or before 1700 hrs. on 04.10.2022 shall be addressed by CRWC in writing. CRWC shall aggregate all such clarifications and shall prepare a response, which shall be posted on the website www.eprocure.gov.in and www.crwc.euniwizarde.com . No separate communication shall be issued.

**Pre-bid meeting:**

A virtual pre-bid meeting with the prospective bidder shall be held at 1500 hrs. on date 26.09.2022 at CRWC, Corporate Office, New Delhi.

Request for clarifications received after 1700 hrs. on 04.10.2022 shall not be entertained.

### 5.2 SITE VISIT:

The bidders are advised to visit the respective site(s) ("Facility") before submitting the tender, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. No dispute as regards the project information given at Volume-II shall be entertained after submission of the tender.

### 5.3 SUBMISSION OF THE PROPOSAL:

By submitting this proposal by the authorized signatory of the bidder using digital signature of the authorized signatory, the bidders agree to all the terms and conditions listed in this document and also confirm that they have visited the site(s) ("Facility") and are satisfied with the specifications given in the tender. No claim on this account will be entertained later.

#### 5.3.1 Commercial/Price/Financial Bid:

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

format only.

### 5.3.2 Submission of Offer in Electronic Format:

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

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

## 5.4 OPENING OF PROPOSALS

The Pre-Qualification (Technical) Bid of the proposal shall be opened virtually on due date and time, asspecified at the Central Railside Warehouse Company Limited, Corporate Office, New Delhi.

## 5.5 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE-QUALIFICATION:

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

| S. No | Eligibility Criteria | Documents to be uploaded |
|---|---|---|
| 1 | GST REGISTRATION | Copy of valid GST registration Certificate |
| 2 | PAN Number | Copy of PAN card |
| 3 | EMD | Scanned copy of the document showing Unique Transaction Reference for payment through e-payment. Or Certificate of registration for tenderers registered under MSEs along with Bid Security Declaration as per Exhibit 17. |
| 4 | Processing Fee/Tender Fee | The fees to be paid through e-payment gateway and proof to be uploaded |
| 5 | Turnover: The Tenderer/Second Party should have an average turnover of **Rs. 6.00 Crores** during preceding three years i.e., FY2019-20, 2020-21 and 2021-22.<br><br>The Tenderer/Second Party is required to submit audited Balance sheet and statement of Profit & Loss A/c for the | The tenderer is required to upload the audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid. In case Balance Sheets and Statement of Profit & Loss A/c for the immediately preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded. Where the tenderer is not under statutory obligation to get his Accounts audited, he can |

| | | |
|---|---|---|
| | preceding three financial years with the bid. | upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for preceding three financial years. |
| 6 | The bidder must be a<br>**1.** Registered Company/LLP in India under Companies Act 2013.OR<br>**2.** Registered Partnership Firm<br>OR<br>**3.** Proprietorship.<br>OR<br>**4.** Public Sector Undertaking/ Statutory body.<br>OR<br>**5.** Cooperative Society<br>OR<br>6. Others<br>(If the bidder is partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the CRWC) | 1. For Registered Company/ PSU/Statutory Body.<br>i) Copy of certificate of Incorporation<br>ii) Copy of Memorandum of Association.<br>iii) Copy of Articles of Association<br>iv) Current fee list of Directors. |
| | | 2. For Partnership Firm<br>i) Copy of the Partnership deed<br>ii) List of Partners<br>iii) Copy of registration of Partnership deed. |
| | | 3. For Proprietorship<br>Declaration of proprietorship /sole proprietorship Compulsory ink signed as per EXHIBIT-07 |
| | | 4. For LLP<br>i) Copy of Limited Liability Partnership Agreement.<br>ii) Copy of certificate of registration<br>iii) Current fee list of Partners. |
| | | 5. For Cooperative Society<br>i) Bye-Laws (of Co-operative Society) ii) Registered Co-op. Society should furnish the proof of Registration with registrar of Co-op. Societies of taluka Co-op. Officer along witha Documentary proof to be uploaded. |
| | | 6. Consortium/Joint Venture<br>i) Power of Attorney (Exhibit 8)<br>ii) MoU Executed between the member entities of a biding Consortium (Exhibit 9)<br>iii) Format of the letter of commitment from consortium/joint venture partners (Exhibit 14) |
| 7 | Description of the Bidder | Description of the Bidder as per the format specified in Exhibit – 2 |
| 8 | Power of Attorney<br>Note: The bid should be uploaded by the authorized signatory as defined inEXHIBIT-08 under own digital signature. | Power of Attorney in favour of signatory (ies) duly attested by Notary as per EXHIBIT-08 which is for purpose of guidance only and deviation in the wording can be accepted. |
| 9 | Covering Letter | Covering Letter as per the format specified in Exhibit-1 |
| 10 | Undertaking | Undertaking by the Bidder that its business would not be in conflict with business interests of CRWC. |

| | | |
|---|---|---|
| 11 | Bid consortium: Exhibit-09- amongst the member entities of a bidding consortium incorporating the principles (if applicable) | Exhibit 09 |
| 12 | The tenderer must have a positive net worth based on the latest financial year for which accounts i.e., profit and loss account and balance sheet is submitted in the tender. | The bidder is required to upload EXHIBIT 10 duly certified by a practicing Chartered Accountant based on latest financial year for which accounts i.e., profit and loss account and balance sheet is submitted in the tender. |
| 13 | Checklist | Checklist to be filled and submitted |
| 14 | Tender Document | Entire document including Exhibits and Specifications to be signed and submitted |
| 15 | Financial Bid | Bidder who wishes to participate in e-tender need to fill data in pre-defined forms of price bid in Excel format only. (EXHIBIT-3) |
| 16 | Handing Over Taking Over | Exhibit-16 |
| 17 | Declaration | Exhibit-11 |

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

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

**B) GUIDELINES FOR SUBMISSION OF BID BY A REGISTERED PARTNERSHIP FIRM:**

If the Bid is submitted by a registered partnership firm, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the Bid, in which case a certified copy of the Power of Attorney shall accompany the Bid. A certified copy of partnership deed, certificate of its registration with the Registrar of Firms, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the Bid.

**C) SUBMISSION OF PROPOSAL BY A COMPANY:**

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

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

**1)** The proposal for pre-qualification bid shall contain a copy of the Memorandum of Understanding (MOU) entered into between the Member Entities, as per the principles of MOU.

**2)** In the absence of such a document, the proposal shall be considered and evaluated as one from an individual member entity alone, submitting the proposal.

**3)** Any change in the composition of the consortium or the proposed role of member entities after submission of the proposal would be recognized and permitted by CRWC only if such change is in the opinion and discretion of CRWC not prejudicial to the strengths of the consortium as was evaluated earlier.

**4)** CRWC reserves the right to reject any proposal pursuant to a change in the composition ofthe bidding consortium without giving any reason whatsoever.

**5)** Memorandum of Association (MoA) and Article of Association (AoA) in respect of each member entity to be submitted. The Board resolution, from each member entity for formation of consortium and authorizing its signatory along with power of attorney, shall also to be submitted.

## 5.6 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

**1)** The proposals that are incomplete in any respect or those which are not consistent with the requirements as specified in this Tender or which do not contain the Covering Letter, as per the specified formats would be considered non-responsive and would be summarily rejected.

**2)** Adherence to formats, wherever specified, is must. Non-adherence to formats may be a ground for declaring the proposal non-responsive.

**3)** All communications and information should be provided in writing and in English language only.

**4)** All the communications and information provided should be legible.

**5)** No change in, or supplementary information to a proposal after its submission shall be accepted. However, CRWC reserves the right to seek additional clarification from the Bidders, if necessary, during the course of evaluation of the Proposal. As per clause no 4.1.2 non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by CRWC will be a ground for rejecting the proposal.

**6)** The proposals shall be evaluated as per the criteria specified in the Tender. However, within the broad framework of the evaluation parameters as stated in the Tender. CRWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.

**7)** The Bidder should designate one person ("Contact person" and "Authorized Signatory") to represent the Bidder in his dealings with CRWC. This designated person should be authorized to perform all tasks including, but not limited to, providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder,etc., whose act/s shall be binding on the bidder.

**8)** The Bidder shall be responsible for all the costs associated with the preparation of the Proposal. CRWC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

**9)** Only digital mode of transaction shall be adhered to whenever required as per the statutory requirement by SECOND PARTY.

**10)** Conditional tenders are liable to be rejected without giving any reason.

## 5.7 VALIDITY OF TERMS OF THE PROPOSAL:

Each Proposal shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of not less than 90 (Ninety) days from the last date for submission of the proposal as laid down in this Tender document. However, CRWC may solicit the Bidder's consent for extension of the period of validity and the Bidder shall agree to consider such a request. The request and response shall be in writing. A Bidder accepting CRWC's request for extension of validity shall not be permitted to modify proposal in any other respect.

## 5.8 FEES AND DEPOSITS TO BE PAID BY THE BIDDER

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

An amount of Rs. 5900/- (Rupees Fifty-Nine Hundred only) inclusive of GST towards processing fee and Rs 2000/- towards Tender cost shall be paid through e-payment gateway of M/s ITI Ltd. Only. The payment shall be subject to realization/confirmation by due date and time on the e-tender portal by way of a unique transaction reference number.

### (ii) EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs. 7,70,000/- (Rupees Seven Lakhs Seventy Thousand only) shall bepaid in Indian Rupees only to CRWC by the applicable bidders through e-payment gateway ofM/s ITI Ltd. Only.

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

In the event of bidder withdrawing offer before the expiry of the validity period/not taking over the area quoted in price/commercial bid after allocation of area by CRWC, EMD shall be forfeited. Besides, CRWC may suspend/ban the trade relations with him or debar thebidder to participate in all future tender enquiries with CRWC up to a period of five years without prejudice to any other rights and remedies available with CRWC under the agreement and law. Thedecision of CRWC in this matter shall be final and binding upon the bidder.

Earnest Money Deposit of the unsuccessful bidder shall be returned after finalization of the allocation of the space to successful bidders. No interest shall be payable on the amount of

Earnest Money in any case. The Earnest Money Deposit of the successful bidder shall be refunded/ adjusted against the payment due to SECOND PARTY within 30 days after he executes the agreement and furnishes required irrevocable bank guarantee.

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

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

### 5.9 SIGNING OF AGREEMENT

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

## 6. THE PRE-QUALIFICATION PROCESS

### 6.1 THE OBJECTIVE OF THE PRE-QUALIFICATION PROCESS:

The objective of the Pre-qualification process is to select Bidders who have the operational and financial strength to operate, maintain & manage the "facility" and having the Commercial strength to achieve optimum levels of capacity utilization and maximize commercial benefits to CRWC.

## 7. PAYMENTS TO CRWC

### 7.1 FIXED AMOUNT:

Under the contract, the SECOND PARTY shall pay CRWC a fixed Monthly Storage Charges as agreed, on monthly basis in advance within 07 (seven) days of the beginning of each month along with applicable GST or any other tax in lieuthereof levied by Central/State Govt. from

time to time.

### *7.2* ESCALATION OF THE FIXED AMOUNT*:*

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

### 7.3 SECURITY DEPOSIT

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

### 7.3.1 ADDITIONAL SECURITY DEPOSIT

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

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

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

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

## 8. LICENSE FEE FREE PERIOD FOR FIT OUT:

The second party shall be allowed license fee free period of **Fifteen days** commencing from date of handing over of the facility for carrying fit out work at their own cost, for which CRWC will not make any reimbursement. And the second party will leave repaired / upgraded godown, in as it iscondition unless otherwise as directed by the CRWC.

Note: The license fee free/fit out period shall start from the date of handing over of the facility, whereas the lock-in period shall start from the next day of completion of the license fee free/fit out period.

## 9. RIGHTS AND OBLIGATIONS OF SECOND PARTY:

### A. PAYMENT OBLIGATIONS:

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

### B. STATUTORY OBLIGATIONS:

All warehousing operations are required to be bound by the terms and conditions imposed on CRWC by various bodies like Railways, Pollution Control Board, Industrial Development Corporations (IDCs)/Urban Development Corporations (UDCs)/Municipalities/Local Bodies etc., Law of the Country etc.

### C. REPAIR MAINTENANCE:

a) Proper and periodic maintenance and repair of the entire facility (under the domain of the Second party) shall be one of the key obligations of second party.

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

### D. INSURANCE OF STOCK AND PROPERTY

a) The Second Party shall make their own arrangements for comprehensive insurance of stocks stored, facilities created and their staff/workers working in the demised premises and also for the equipment, furniture and fittings etc., installed by them in the demised premises, etc. covering all insurable risks such as theft, burglary, pilferage, flood,cyclone, fire, civil commotion, accident etc. including renewal of the insurance policies from time to time and keeping the policies in force.

b) CRWC shall not be responsible to make good any losses/damages to goods and the other items and / or persons**,** as mentioned herein above.

c) The party shall indemnify CRWC, for all the costs which may be incurred by CRWC for loss minimization with respect to insurance claim or any consequential loss to CRWC.

d) The location of CRWC Warehouse should be endorsed to protect the interest of CRWC, as

Bailee of the goods and shall provide copy of insurance policy to CRWC every year after renewal.

**E. COMPLIANCE TO PREVALENT LAWS:**

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

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

**F. SUBLETTING**

The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination as per clause 21 of Agreement.

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

**H. ALTERATION AND MODIFICATION**

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

**I. FIRE FIGHTING SYSTEM & ELECTRICAL INSTALLATION**

a) CRWC shall provide facility equipped with Fire Extinguishers and Fire Buckets. Any additional Fire Fighting system/equipment requirement to suit the storage pattern, layout and requirement of Second party shall be done by Second Party at their own cost with approval of CRWC.

b) CRWC shall provide power at terminal points on outside of warehouse. All internal Electrical installation, luminaries, cabling, etc., inside warehouse shall be done by

Second party to suit their requirement. Any additional requirement of Control panels, etc., shall be met by Second party to suit their enhanced power requirement.

c) Internal electrical installations or additional firefighting arrangement as per requirement of second party can also be done as an additional work on actual cost basis to suit the requirement of second party. Cost of the additional work to be payable by Second Party.

d) However, the second party shall be allowed to execute such works at their own cost.

**J. LOCK-IN PERIOD**

a) There is no lock-in period in this agreement. If the bidder proposes to enter into lock-in period, bidder shall submit investment plan for redevelopment and creation of additional facilities over and above the existing operational facilities of CRWC, for the sole consideration of CRWC to permit lock-in period demanded by the second party. The Second Party shall not vacate the storage space allotted under this agreement (including any addendum) within the lock-in period of this agreement.

b) CRWC shall also not ask the Second Party to vacate the storage space within the lock-in period of this agreement. During the lock-in period, if approved as per Clause 9) the provision of Clause 21 (Exhibit 4) shall be applicable and the contract may be terminated by CRWC in event of any default as listed in Clause 21 (Exhibit 4).

c) If the bidder proposes to enter into lock-in period, then second party shall submit an additional security deposit in form of Bank Guarantee equivalent to one year of license fee payable to CRWC.

d) If the Second Party abandons the facility and withdraws from the contract/agreement during this lock-in period, then CRWC shall have a right to invoke and en-cash any of the Bank Guarantees under this Contract and adjust the payable amount due to CRWC, either for the balance lock-in period or any Amounts Due or Any Other Dues and seize and auction movable assets of the Second Party and initiate arbitration proceeding to recover the due amount during the balance lock-in period.

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

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

a) for the purposes of this provision, the terms set forth below shall mean as under:

i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. “Fraudulent practice” means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.

iii. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and

iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the

execution of a contract.

b) A Bid may be rejected by CRWC if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Confidentiality Undertaking as mentioned above, for the contract in question.

c) CRWC may declare a firm ineligible, either indefinitely or for a stated period of time, if it atany time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Confidentiality Undertaking, in executing, a contract.

## 10. RIGHTS AND OBLIGATIONS OF CRWC

### 10.1 PROVISION FOR UTILITIES AND THE PAYMENT OF UTILITY CHARGES

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

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

c) If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CRWC reserves the right to reject such tender at any stage of execution without any financial liability, along with forfeiture of Security Deposit (SD). Any loss suffered by CRWC on this account will be recovered from the second party. This will be done without prejudice to CRWC's right to seek any other remedy under law.

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

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

## 12. PREFERENCE TO RAIL CARGO

The As per clause 9.16 of the MoU dated: 14.05.2021 between CRWC, CWC and Indian Railway:

"CRWC shall give preference to Rail borne traffic for storage and handling purposes at the

warehousing complexes and at least 70% of the warehousing capacity (cumulative for all the RWCs being operated by CRWC under this MOU) shall be kept earmarked for rail borne traffic. In case a rake booked to a CRWC warehousing complex or the open area space is detained beyond permissible free time, owing to unavailability of warehousing capacity for rail borne cargo, the demurrage charges would be on CRWC's account. Whenever CRWC plans to decrease the space allotted for rail-borne traffic at any warehousing complex, a corresponding increase must be made at another warehousing complex. Information of such change shall be given to the station where the space allotted is being reduced. An annual report of the total space allotted for rail-borne traffic (on all the warehousing complexes) shall also be submitted to Railway Board."

Presently the cumulative space earmarked for Rail borne cargo is approximately 97%, however, the second party shall give preference to Rail borne traffic for storage and handling purposes at the warehousing complex.

In case the Rake is booked by the user appointed by CRWC for utilizing the Storage Space of RWC Jogeshwari, he shall give preference to the same for storage and handling.

In the above case, if a rake detained beyond permissible free time, owing to unavailability of warehousing capacity for rail borne cargo, the demurrage charges would be on his account.

In case a rake is booked by some other customer, the user appointed at RWC Jogeshwari shall provide passage for delivery as is being done currently.

Currently the deliveries are being done from wagon to truck directly from Common circulating area between Railway Good shed and RWC warehouse. The same can be continued and we don't need to exercise direct delivery across the Warehouse.

## 13. MECHANIZED CLEANING

In case the Second Party is handling/Storing dirty cargo i.e. Cement/Fertilizer/other dusty cargo, the Second Party shall have to undertake mechanized cleaning and sweeping in and around the godown premises (including platforms). The User will also be required to carry out mechanized cleaning of the circulating /road area in compliance to environmental laws & regulations. The cleaning of platforms should be such that there is no obstruction in opening and closing of warehouse gates.

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

## EXHIBIT-1 : FORMAT OF COVERING LETTER

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

Date:

Sr. Manager-Commercial
Central Railside Warehouse Company Limited
Warehousing Bhawan, 4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi-110016.
E-Mail: rajesh.singh@crwc.in,

Sub: Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063.

Dear Sir,

We hereby confirm the following:

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

For and on behalf of:
Signature/(s)
Name of the Person/(s): (Authorized
Signatory/Signatories):
Designation/(s):

## EXHIBIT-2 : DESCRIPTION OF THE BIDDER

| | | |
|---|---|---|
| A. | Name of the Bidder | |
| | Sole proprietorship, Registered Partnership Firm, Company or Bidding Consortium | [Please specify the category] |
| B. | Composition of the Registered Partnership Firm and Name, Addresses of all Partners | |
| C. | Name of the Lead Member in the case of Bidding Consortium/Joint venture | |
| D | PAN No. of the Bidder | |
| C | GST Registration No. of the Bidder | |

……*****……

| **S. No.** | **Name of the Member Entity of consortium** | **Role as per the MOU signed by and between all the Member Entities** |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| | | |

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

Sub: Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063 as set out in the e-Tender Notice dated 14.09.2022.

| Services | Area | Rate/Sq. Mtr. /Month |
|---|---|---|
| (i) Covered Storage Space | 10576.2 (Sq. Mtr.) | Rs…… |

**NON-MANDATORY SERVICES (OPTIONAL)**

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

Note:

1. **The Reserve Price for Monthly Storage Charges is Rs. 470.7/Sq. Mtr/Month.** Any amount quoted below the fixed Storage Charges shall make the tender unresponsive and such offers shall be summarily rejected.
2. The quoted rate is exclusive of GST or any other applicable tax/cess.
3. After issue of Letter of Award (LOA), the SECOND PARTY shall make advance payment of total storage charges, as for area and rates quoted, on monthly basis.
4. Storage and other tariffs, as quoted by the bidder, any other payments, as contained in the Exhibit-04 (Warehousing Agreement) and additional payments on mutually agreed basis in the overall interest of CRWC shall be subject to yearly escalation as mentioned in the agreement for entire period of the Contract. Such an escalation shall be on

compoundable basis. First escalation shall be effective after twelve months from the date of signing of agreement.

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

**EXHIBIT – 4: WAREHOUSING AGREEMENT**

**AUTHORISATION AGREEMENT FOR USE OF STORAGE SPACE ON LONG TERM BASIS**

Central Railside Warehouse Company Ltd (CRWC) is incorporated under the Companies Act 1956 with the objective to provide multimodal logistics to the trade and support Indian economy in reducing logistic cost.

THIS AUTHORISATION AGREEMENT for utilizing the CRWC's warehouse facility (having space of 10,576.2 Sq. Mtr (1,13,842 Sq. Ft.) at RWC-Jogeshwari, Maharashtra on this day of between Central Railside Warehouse Company Limited. having its Corporate Office at Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 (hereinafter called **"CRWC"** which expression shall include its successor or successors in interest and assigns) and M/s , represented by its authorized signatory ( letter of authorization / Board Resolution/Power of Attorney to be enclosed Shri ( ) (hereinafter referred to as "the Second Party" which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the Second Party has requested CRWC for providing storage space at Railside Warehousing Complex at Jogeshwari, Maharashtra for storage of (only the notified commodities) belonging to the second party orits clients as service provider (letter of authorization to be enclosed). In consideration of theSecond party's tender submission dated ……CRWC agrees to provide the storage space of Square Meters (sq M t r ) at Railside Warehousing Complex at Jogeshwari, Maharashtra, on the following mutually agreed terms and conditions:

**1) Period of Agreement**

**1.1)** The Second Party will utilize the covered warehousing storage space of 10,576.2 Sq. Mtrs (1,13,842 Sq. Ft.) for a period of **5 Years** w.e.f. . Both CRWC and Second Party shall have the option of renewing this agreement for further period of Two terms of One Year each on same terms and conditions. The storage space has been given by CRWC to Second party on MONTHLY STORAGE CHARGES basis for the specified purposes i.e., usage of the premises shall be in accordance with the Rules/regulations/policies framed thereunder, governed by the agreement executed between CRWC & Indian Railways and any other usage as mentioned in the agreement.

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

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

**1.4) Lock in Period (if applicable)**

a) There is no lock-in period in this agreement. However, if the bidder proposes to enter into lock-in period, bidder shall request CRWC along with investment plan (if any) for redevelopment and creation of additional facilities over and above the existing operational facilities of CRWC, for the sole consideration of CRWC to permit lock-in period as demanded by the second party. The Second Party shall not vacate the storage space allotted under this agreement (including any addendum) within the lock-in period of this agreement.

b) CRWC shall also not ask the Second Party to vacate the storage space within the lock-in period of this agreement. During the lock-in period, if approved as per Clause 1.4 (a) the provision of Clause 21 shall be applicable and the contract may be terminated by CRWC in event of any default as listed in Clause 21.

c) If the bidder proposes to enter into lock-in period, then second party shall submit an additional security deposit equivalent to storage charges for lock- in period in the form of Bank Guarantee (BG) issued by Nationalized/ Scheduled Bank.

d) If the Second Party abandons the facility and withdraws from the contract/agreement during this lock-in period, then CRWC shall have a right to invoke and en-cash any of the Bank Guarantees under this Contract and adjust the payable amount due to CRWC, either for the balance lock-in period or any Amounts Due or Any Other Dues and seize and auction movable assets of the Second Party and initiate arbitration proceeding to recover the due amount during the balance lock-in period.

**2) Storage Charges (as applicable)**

**2.1)** The Second party shall pay the warehousing charges on Fixed Monthly Storage basis as per details below:

| **Services** | **Area in Sq. Ft/Sq. Mtr.** | **Fixed Storage Charges per month (Rs./Sq. Mtrs /Month** |
|---|---|---|
| Covered Storage Space | 10,576.2 Sq. Mtr<br><br>(1,13,842 Sq. Ft.) | |
| Optional non-mandatory services (rates are based on % of covered area rates as per clause 4.2.2 of the Volume-I: Details of Tender. | | |
| Office Space | | |
| Exclusive Open space for storage other than road & circulating area (without erection of any structure) | | |
| Mobile Tower | | |
| ATM | | |
| Hoardings | | |
| Solar Power Plant on the Roof top | | |
| Mezzanine Floor to be built by Second Party | | |

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

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

**3) License fee free period for repairs (if applicable)**

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

**4) Security Deposit**

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

**4.2) Additional security deposit (if applicable)**

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

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

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

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

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

**5) Insurance of stock and property**

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

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

**6) Payment terms**

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

**6.2) Default in payment**

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

**7) Overall Supervision**

The Second Party shall ensure to carry on their transactions in the said godown under the overall discipline of CRWC and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the godown floor at any given time shall not exceed 3.33 MT per sqm.

**8) Compliance to prevalent laws**

**8.1)** The Second Party shall be required to take all the clearance/permission, etc., for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same shall be borne by the Second party and CRWC shall not be responsible for the same including the expenses for defending/initiation of any legal suits/ proceedings. The necessary assistance as may be required for this purpose shall be provided by CRWC with in legal frame work to the second party, without any liability of whatsoever nature

including any financial liability.

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

**9) Responsibility of stocks and Inventory**

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

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

**10) Access Control**

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

**11) Provision for Utilities and the payment of utility charges**

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

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

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

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

**11.5)** Electricity connection is available which shall be provided to the second party and the Electricity charges to be paid on actual basis or as per sanctioned load (whichever is higher) along with, Service tax/GST or any other tax, by the second party with due intimation and necessary documentary proof of such payment.

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

**11.7)** If due to their using the electricity, CRWC is required to pay a higher tariff for electricity than the prevailing highest tariff applicable, and due to change in the categorization/structured load, the difference/additional liability of whatever nature, on this score is to be borne by the Second Party.

**12) Operational hours**

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

**13) Installation of Mezzanine floor**

**13.1** The Second party will be allowed to have (construct) Mezzanine Floor. They shall submitdesign and drawings for approval of CRWC first and then only can start construction, this new constructed mezzanine created by second party shall be charged @ 50% of the covered tariff (Gross) of ground Floor.

**13.2** Mezzanine floors shall be modular and prefabricated. It shall be designed to bear the cargo loading up to 1.0 MT per sqm to 1.5 MT per sqm as per the second party's requirement. It shouldbe fixed and assembled at site with use of holding down /Anchoring bolts and nuts of adequate strength to avoid any mishap and making the system un-storage worthy.

**13.3** Storage charges for the mezzanine floor shall be levied after a period of two months from the date of giving such permission by CRWC or actual usage of mezzanine floors, whichever is earlier.

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

**13.5** The second party shall ensure that total load over mezzanine floor shall not exceed 1.0 MT to 1.5 MT per Sqm and that over grade slab/floor the load does not exceed the capacity limit of 3.33 MT per sqm.

**13.6** On completion of agreement period between CRWC and the Second Party, the mezzanine floor installed by the Second Party shall be taken back by the Second Party. In case of damage to the floor or any infrastructure while uninstalling the mezzanine structure, the same shall be repaired by the party at their own cost.

**13.7** If the Second Party fails to repair, the same shall be repaired by CWC and the amount incurred on repairing or restoration of infrastructure will be paid by the Second Party at double

the actual cost incurred by CRWC.

**14) Installation of Solar panels**

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

**14.2** The Second Party shall deposit @Rs.250/- per sqm of the roof area, as interest free refundable Security Deposit.

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

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

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

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

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

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

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

**15) Creation of temperature controlled covered area**

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

**15.2** On completion of the agreement period, Second Party will hand over the covered space in its original condition i.e. prior to conversion/creation of CAT/CS. If the Second Party fails to restore the same, restoration of the infrastructure will be done by CWC and the Second Party shall pay at double of actual expenditure incurred.

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

**16) GST and other taxes**

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

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

**17) Subletting**

**17.1)** The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination as per clause 21.

**18) Use of Space**

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

**19) Creation of permanent or temporary infrastructure**:

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

**19.2)** The second party may with prior permission of CRWC create temporary structure, parking, pathway, fenced area, electrical lighting, etc., and / or for open storage for commercial or operational purpose, in exclusive manner, in the open area allotted under this agreement. The

depositor shall make request for additional open area for such purpose on payment of storage charge @ 60% of the covered area rate.

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

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

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

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

**20) Alteration and modification**

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

**21) Termination of agreement**

**21.1)** In case of breach of provisions/conditions of this agreement by the Second Party, CRWC can terminate this arrangement without resorting to any notice.

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

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

d) the Second Party abandoning or unilateral withdrawal from the agreement.

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

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

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

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

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

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

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

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

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

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

(ii) The Second Party shall remove the stock immediately at the time of completion or

termination of the agreement, once directed to do after compliance of 23(i) above and if not removed, CRWC will remove stock at the cost of party.

**24) Anti-Corruption**

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

**25) Cleanliness of Warehouses**

In case the Second Party is handling/Storing dirty cargo i.e. Cement/Fertilizer/other dusty cargo, the Second Party shall have to undertake mechanized cleaning and sweeping in and around the godown premises (including platforms). The User will also be required to carry out mechanized cleaning of the circulating /road area in compliance to environmental laws & regulations. The cleaning of platforms should be such that there is no obstruction in opening and closing of warehouse gates.

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

**26) Installation of Fire Fighting system**

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

**27) Dispute Resolution**

**1. Amicable Resolution:**

(i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause (ii) below.

(ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CRWC and Second Party shall be constituted for the administration of agreement. Any disputes arising out of the implementation

of the agreement shall be looked into by this Joint Committee for Resolution. The Joint Committee comprising three authorized representatives including concerned Senior Manager -Commercial/ other Authorized representative of CRWC and equal number of authorized representatives of Second Party concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CRWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CRWC and the Chairman of the Second Party or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date or such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

**2. Arbitration:**

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

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

**Appointment of Arbitrator:**

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

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

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

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement

The venue of the Arbitration shall be at Delhi.

It is a term of this agreement that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Central Railside Warehouse Company Limited at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor.

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

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

**EXPLANATION:**

For the purpose of this Clause, the expression `**Managing Director'** shall include any officer for the time being performing the duties of the Managing Director of the Central Railside Warehouse Company Limited.

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

It is agreed that consequent upon forced / normal termination of this agreement, M/s. ---------- --------- shall wind up and terminate their business operations and clear the said godowns of their personal property and their furniture, fixtures and other material within the period specified for such clearance in the termination order. In case of failure, the godown or the property of CRWC would be got vacated under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 at the risk and cost of M/s. --. Any damage to the facility or godowns, arising out of the business operations of M/s----------save for normal wear and tear, shall be made good by M/s. ----------

**29) Jurisdiction by Courts**

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

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

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

**In case of merger of CRWC with CWC, this agreement, shall apply mutatis-mutandis on CWC.**

**WITNESS:**

**1.**
**2.**

**ON BEHALF OF CRWC**

**Senior Manager**

**WITNESS:**

**1.**

**2.**

**ON BEHALF OF_____**

**Authorized signatory**

**ANNEXURE-A**

**(NO OBJECTION CERTIFICATE)**

**TO WHOMSOEVER IT MAY CONCERN**

Date: , 2022

Dear Sir/Madam,

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

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

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

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

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

1. Used inter alia for business purposes by the Second Party and its affiliate, group companies or associate companies domiciled in India or for warehousing, storing, handling, packing and shipping goods owned by the Second Party's affiliate, group com companies or associate companies domiciled in India or clients/customers and

2. Designated as a place of business etc. under tax legislations (including but not limited to Service Tax, Goods and Service Tax, Value Added Tax/Central Sales Tax, Excise, Customs, Foreign Trade policy) by the Second Party or its affiliate, group companies or associate companies domiciled in India or clients/customer in the registration certificate under the relevant legislation.

Yours sincerely

For the Central Railside Warehouse Company Limited.

## EXHIBIT – 05: MODEL FORM OF BANK GUARANTEE

To
Sr. Manager-Commercial
Central Railside Warehouse Company Limited
Warehousing Bhawan, 4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi-110016.

**……**

1. In consideration of the Central Railside Warehouse Company Limited., New Delhi (hereinafter called 'the CRWC') having agreed to exempt hereinafter called 'SECOND PARTY' from the demand, under the terms and conditions of an agreement dated made between & for hereinafter called the said agreement) of Additional Security Deposit for the due fulfillment by the said 'SECOND PARTY' of the terms and conditions contained in the said agreement, on production of a bank guarantee for Rs. _____(Rupees_____only), we (hereinafter referred {indicate the name of Bank} to as 'the bank') at the request of 'SECOND PARTY' do hereby undertake to pay to the CRWC an amount not exceeding Rs.
2. We (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CRWC stating that the amount claimed is due by way of loss or damage caused toor would be caused to or suffered by the CRWC by reason of breach by the said 'SECOND PARTY of any of the terms or conditions contained in the said agreement or by reason of the 'SECOND PARTY' failure to perform the saidagreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However,our liability under this guarantee shall be restricted to an amount not exceeding Rs…….. (Rupees ).
3. We undertake to pay to CRWC any money so demanded notwithstanding any dispute or disputes raised by the 'SECOND PARTY/contractor(s) in any suit or proceedingpending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the 'SECOND PARTY shall have noclaim against us for making such payment.
4. We (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CRWC under or by virtue of the said agreement have been fully paid & its claim satisfied or discharged or till CRWC certifies that the terms and conditions of the said agreement have been fullyand properly carriedout by the said 'SECOND PARTY and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shallbe discharged from all

liability under this guarantee thereafter.

5. We (indicate the name of bank) further agree with the CRWC that the CRWC shall have the fullest liberty without our consent and without affecting inany manner our obligations hereunder to vary any of the terms and conditions of the said agreement or extend time of performance by the said 'SECOND PARTY from time to time or to postpone for any time or from time to time any of the powers exercisable by the CRWC against the said 'SECOND PARTY and to forebear orenforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by of any such or extension being granted to the reason variation, said "SECOND PARTY or for any actor forbearance, omission on thepart of the CRWC or any indulgence by the CRWC to the said 'SECOND PARTY or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the 'SECOND PARTY.
7. This Bank Guarantee will remain operative initially for a period of one year and shall be renewed thereafter if required during the period of the contract agreement equivalent to the lock in period. It will remain operative for the entire period of the lock in period or till CRWC certifies that the terms & conditions of the said agreement have been fully and properly carried out by the SECOND PARTY so as to satisfy the claims of the CRWC against the contract during the lock in period, if any, for the agreement to which the guarantee relates.
8. We (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of CRWC in writing.
9. This branch (Guarantee issuing branch) is competent to issue this guarantee and is also empowered to encash the claim of the CRWC without reference to or prior approval of higher level or higher officer(s) of the Bank.

Dated the day of for

(Indicate the name of bank)

**EXHIBIT- 06- UNDERTAKING**

**UNDERTAKING /CERTIFICATE**

(For not conflicting with the Business interest of CRWC)

I_____, S/o / D/o_____, resident of _____employed as_____in the capacity of Director/Owner of the company/partner of the partnership firm do hereby certify that M/s……. will not perform any activity/operations or store and handle any such commodity / cargo which will/shall affect / conflict with the business interest of the Central Railside Warehouse Company Limited (CRWC).

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

Date:

(Authorized Signatory)

## EXHIBIT-07 AFFIDAVIT

**AFFIDAVIT**

**(For Sole Proprietary Firm)**

I, …… R/o .....do hereby Solemnly affirm and declare as under: -

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

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

……

DEPONENT
Place:
Date:

**VERIFICATION**

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

DEPONENT
Place:
Date

## EXHIBIT-08: FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

**POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s._____(name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____(Name and residential address) who is presently with us and holding the position of_____and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work_____(name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CRWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CRWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(In the case of Consortium/ Joint Venture)

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

,

and .

Dated this the day of 20

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

## EXHIBIT- 09: PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THEMEMBER ENTITIES OF A BIDDING CONSORTIUM

The principles based on which the Memorandum of Understanding (MOU) shall be executed between/among the Member Entities of a Bidding Consortium, are stated below:

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the Project.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with CRWC and shall be jointly and severally responsible and liable to fulfill all the obligations tobe assumed by the Bidder under the agreement with CRWC at all times during the period of the validity of the agreement.
8. The MOU shall provide that no Member Entities shall withdraw from the agreement with CRWC without the prior written approval of CRWC, which CRWC may refuse if in CRWC's opinion such withdrawal will be prejudicial to the interest of CRWC.
9. The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with CRWC, the same shall be (a) a company incorporated under the Companies Act, 1956; (b) the company's sole business shall be to undertake the maintenance and operations of the facilities for which CRWC may select the Bidder and the Special Purpose Vehicle shall not undertake any other activity without the prior approval of CRWC; (c) the Lead member shall hold minimum of 40% of the voting shares in the Special Purpose Vehicle and out of the balance at least 20% of the voting shares shall be held by other Member Entities and (d) notwithstanding the Special Purpose Vehicle, responsibilities, obligations and liabilities of member entities to CRWC shall continue without any change.

## EXHIBIT -10: FORMAT OF NET WORTH

A. The net Worth of Mr./Ms./M/s_____for last Financial Year _____is Rs._____(_____in words) as per his/her/their books of Accounts.

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

Signature of Chartered Accountant Name:

Membership No.:

Seal:

## EXHIBIT -11: DECLARATION

**(To be given by tenderer on letter head)**

Ref.: Tender for Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063.

I/We hereby solemnly undertake that:

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

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

**Remarks**_____

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

(Signature & Seal)
(Authorized Signatory)

## EXHIBIT-12: CONFIDENTIALITY UNDERTAKING

Central Railside Warehouse Company Ltd. (CRWC) have its Registered office at Corporate Office at Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016 is willing to make available to M/s.....
with its office at ..... subject to the terms of this confidentiality undertaking, certain non- public information in respect of CRWC.

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

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

This undertaking will not apply to any information or material:

a) Which is in the public domain without any breach of this undertaking.

b) Which is already in M/s..... possession as on the date of this undertaking.

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

Signature for and on behalf of

M/s. .....
Authorized Signatory
Date: .....
Place: .....
(Name, designation and signature of authorized signatory)

## EXHIBIT-13 COMPLIANCE TO BID REQUIREMENT

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

Ref.: Tender for Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063.

We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum/ corrigendum thereof (if any), issued by CRWC, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required under Clause 04 DESCRIPTION OF THE SELECTION PROCESS has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the

Tender Document and for all the items.

**Stamp and signature of the bidder:**
**Name of the bidder:**

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

## EXHIBIT 14-: FORMAT OF THE LETER OF COMMITMENT FROM CONSORTIUM/JOINT VENTURE PARTNERS

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

**The Senior Manager,**
Central Railside Warehouse Company Limited.,
**_____,**

Dear Sir,

**Sub.: Tender for Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063.**

This has reference to the Tender being submitted by_____(name of the Lead Member), in respect of the_____venture, in response to the tender for appointment of ----------, ----------. The tender document has been downloaded by us on _____/issued by the Central Railside Warehouse Company Limited. on_____.

We hereby confirm the following:

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

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

2. We have satisfied ourselves regarding our role as_____(here give a brief description of the role) in the Contract as specified in the Tender. If_____(name of the Bidder/ Bidding Company /Bidding Consortium/Joint Venture) is awarded the Contract, we shall perform our role as outlined in the Tender to the best of our abilities.

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

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

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

For and on behalf of:

Signature:
(Authorized Signatory)

**Name of the Person with designation:**

## EXHIBIT 15-: Checklist

**Central Railside Warehouse Company Limited.**

**Tender No: CRWCCO-CD/45/2022-COMM/1065 Dated:14.09.2022**

**CHECK LIST OF DOCUMENTS**

Tender for Selecting a suitable bidder who is willing to utilize the warehousing facility as per the specifications given in the tender (Volume –II – Project Information and in accordance with the terms and conditions set out herewith) for utilization on long term basis at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063.

| **Name & Address of the Agency,** | | |
|---|---|---|
| **S. No.** | **Type of Documents** | **Submission (Yes/No)** |
| **1** | Exhibit-1: Covering letter | |
| **2** | Description of the bidder in Exhibit-2 | |
| **3** | EMD as prescribed in the tender | |
| **4** | Processing Fee | |
| **5** | Power of Attorney in respect of the authorized signatory. | |
| **6** | Turnover: Audited Balance sheet and statement of Profit & Loss a/c for the preceding three financial year | |
| **7** | MoA and AoA in case of company/certified copy of partnership deed plus certificate of its registration with the Registrar of the firms plus current address of the firm and the full names & address of all partners of the firm. | |
| **8** | UNDERTAKING /CERTIFICATE (For not conflicting with the Business interest of CRWC) EXHIBIT-06 | |
| **9** | AFFIDAVIT for sole proprietary firm: EXHIBIT-07 | |
| **10** | Bid consortium: Exhibit-9-amongst the member entities of a bidding consortium incorporating the principles (if applicable) | |

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

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

The warehousing facility is located at Railside Warehousing Complex (RWC) Jogeshwari, Maharashtra-400063.

The warehousing facility is handed over to the Second Party on the terms and condition of the agreement dated:_____executed between CRWC and Second Party. The period of the agreement is 5 years w.e.f._____.

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

| Sr. No. | Particulars | Detail of Area | Remarks |
|---|---|---|---|
| 1 | Covered Area | 10576.2 Sq. Mtr (1,13,842 Sq. Ft.) | |
| 2 | Parking Area | | |
| 3 | Office Space | | |
| 4 | Exclusive Open space for storage other than road & circulating area (without erection of any structure) | | |
| 5 | Exclusive space for Mobile Tower | | |
| 6 | Exclusive space for ATM | | |
| 7 | Exclusive space for Hoardings | | |
| 8 | Exclusive space for Solar Power Plant on the Roof top | | |
| 9 | Mezzanine Floor, to be built by Second Party<br>a) First Floor mezzanine<br>b) Second Floor mezzanine | | |

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

The storage space and other space have been given by CRWC to Second party on Fixed Monthly Storage basis for the specified purposes i.e., usage of the premises shall be governed by the agreement executed between CRWC & Indian Railways and any other usage as mentioned in the agreement.

**Handed Over By**
**ON BEHALF OF CRWC**

**Taken Over By**
**ON BEHALF OF SECOND PARTY**

**EXHIBIT-17 : Performa for Bid Security Declaration**

(On Letter Head of Bidder)

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

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

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

Or

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

Signature of the contractor(s)
with stamp

# VOLUME II

# PROJECT INFORMATION

VOLUME-II: PROJECT INFORMATION

**FACILITY: RAILSIDE WAREHOUSE AT RWC-JOGESHWARI.**

**TABLE-1: DETAILS OF AREA**

| | | |
|---|---|---|
| 3.1.1 | Total covered area (Ground Floor) | 10576.2 SQ. MTRS. (1,13,842 Sq. Ft.) |

- Internal electrical installation including Lighting arrangement inside the warehouse can be done as additional work on actual cost basis to suit the depositor's (Second Party) illumination requirement. Its cost should be borne by the Second party.

- Structural changes and changes in ambience including outer and inner paints, design is not permissible. However, provision is kept to build office, cafeteria, conference hall, AHU rooms, Control room etc. as per depositor (second Party) requirement. Depositors may erect /build these facilities over mezzanine floor them self under the information of CRWC or otherwise CRWC may develop them on additional cost on actual basis to suite the requirement of depositors (second party).

The Sr. Manager-Commercial
Central Railside Warehouse Company Limited,
Corporate Office, Warehousing Bhawan, 4/1, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi – 110016.
e-mail: rajesh.singh@crwc.in