



HARYANA STATE WAREHOUSING CORPORATION

**APPOINTMENT OF
STRATEGIC ALLIANCE MANAGEMENT OPERATOR
SAMO (SAMO)
AT
INLAND CONTAINER DEPOT-CUM-CONTAINER
FREIGHT STATION (CFS/ICD) AT REWARI**

**HARYANA STATE WAREHOUSING CORPORATION
PANCHKULA**



DETAILS OF TENDER

Strategic Alliance Management Operator (SAMO) for Handling & Transportation of containers, Maintenance and Operation at the container freight station and Inland Container Depot as set out in the e-Tender Notice dated :

Notes:

1. This Document is in two volumes:
Volume I: Details of Tender
2. **Volume II: Project Information**
3. **Volume I** contains pages i.e. page No. **03 to 71**.
4. **Volume II** contains pages i.e. page No. **72 to 73**.
5. The proposal document is valid only for the applicant who has downloaded the document from the Websites mentioned in the e-Tender Notice/ NIT **dated** The proposal document would have to be necessarily procured by the Bidder as a pre-condition for participation in the bidding process.
6. The bidder is required to furnish a self-certificate certifying that they are not black listed in any Central / State Govt., PSU or local Govt. Department / autonomous body / under GST as on last date of submission of bid. (Exhibit-16)
7. The tenderer should upload the scanned copies of documents duly self-attested in support of eligibility criteria along with the bid. Any document uploaded even without self-attestation will be uploaded with digital signature and, therefore, any document uploaded with the digital signature shall be deemed to have been self-attested and shall be binding on the bidder.
8. Submission of false, dubious, forged or tampered documents by the bidder shall lead to the disqualification of the tender and action as deemed fit (including forfeiture of EMD) by the Corporation shall be taken against such erring bidder.



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VOLUME-I
DETAILS OF TENDER



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DISCLAIMER

HSWC 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 HSWC or any other person. HSWC 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 CFS/ICD, as the case may be.

HSWC and the Strategic Alliance Management Operator (SAMO) shall have to follow the provisions of Customs Act, 1962 and the "Handling of Cargo in Customs Areas Regulations, 2009" in its letter and spirit. As per Regulation 6(2) of the "Handling of Cargo in Customs Areas Regulations, 2009", the Corporation is required to seek permission from the Customs for the purpose of appointment of SAMO. Any delay in getting the required permission from the Customs, shall not entitle the SAMO to claim any compensation/damages against the Corporation.

Though adequate care has been taken in the preparation of this Tender, document, 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.

HARYANA STATE WAREHOUSING CORPORATION reserves the right to reject any or all of the proposals submitted in response to this Tender or otherwise not to proceed with the bidding at any time without assigning any reasons whatsoever, at any stage of evaluation of bids.

Haryana State Warehousing Corporation also reserves the right to change any or all of the provisions of this Tender. Such changes would be uploaded on e-procurement portal i.e. <https://etenders.hry.nic.in> for the benefit of such of the 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 HSWC shall in no way be liable for the same. However, in any case such changes/ clarifications shall be posted on the website latest by two days prior to close of sale of the Tender.

The Managing Director,

HSWC, Bay No. 15-18, Sector 2

Panchkula (Haryana)



HARYANA STATE WAREHOUSING CORPORATION

1.1 INTRODUCTION

This bid document (hereinafter referred to as the “proposal document”) has been prepared by Haryana State Warehousing Corporation (hereinafter referred to as the “HSWC”) and the information contained in this document has been developed from publicly available sources. Bid document includes Tender along with Exhibits 1 to 18. Exhibit -11 is for proposed agreement which is integral part of the bid document. This document has been prepared to enable the bidders to participate in the tender process of Strategic Alliance for handling & transportation of containers, maintenance, marketing and operations of its CFS / Inland Container Depot (CFS/ICD) at Rewari, Haryana, initially for 5 years. It shall be extendable upto 2+2 years on the same rate, terms and conditions, if mutually agreed by both the parties.

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 of the CFS/ICD. It does not mean to contain all the information that a prospective bidder may require. In all cases, bidders should conduct their own investigation and analysis of the assets, facilities and relevant data set out in this document.

1.2 CONFIDENTIALITY:

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

1.3 STATUS OF THE DOCUMENTS:

This document is not an offer by HSWC to sell or part away its assets and facilities in the CFS/ICD but is only an offer to allow an entity to provide services for maintenance, marketing and operations of CFS/ICD.



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1.4 STATUS OF FACILITY:

The premises and facility of the CFS/ICD have been developed and are owned by HSWC. The Strategic Alliance Management Operator SAMO will conduct marketing, operations and offer commercial services at CFS/ICD complex pursuant to an agreement with HSWC and under the condition(s) that the SAMO may enjoy the right of use and secure commercial benefit for the operation as specified in these documents subject to due and faithful fulfilment of all obligations of the SAMO as specified in these documents.

The proposed agreement restricts the use of facilities made available to the successful bidder for specific purposes and for uses which are supportive for terminal/multimodal operations. The SAMO shall have to follow the "Handling of Cargo in Customs Areas Regulations, 2009" amended time to time in letter & spirit. No claim/damages shall lie against the Corporation in the eventuality of termination/suspension of CFS/ICD operations owing to any violations of ibid regulations.

The continued beneficial use of the facilities will be conditioned by the efficient, safe and environmentally sound provision of terminal services specified along with adequate maintenance of the CFS/ICD.

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 Document.



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(iii) Bidding Consortium:

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.

(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) Container:

“Container” shall mean ISO container used in International trade for export/import cargo, which could be 20’, 30’, 35’, 40’ and 45’ container viz. Flat rake, Open top, Over dimension cargo container (high dome or such other size). This shall include Reefer Containers also. However, any container above 20’ will be treated as 40’ container only irrespective of its size being 30’, 35’, 40’, 45’ etc. and charged for two containers and considered as a FEU (2 TEUs).

(vii) Corporation:

The term “CORPORATION” or “HARYANA STATE WAREHOUSING CORPORATION” or “HSWC” wherever occurs, shall mean the HARYANA STATE WAREHOUSING CORPORATION established under the WAREHOUSING CORPORATIONS ACT, 1962.

(viii) Facility:

The expression “Facility” means the Container freight station/Inland Container Depot constructed by Haryana Warehousing Corporation **at Rewari, Haryana**, including the assets installed thereon as described in **Volume-II**.

(ix) Managing Director:

“Managing Director” shall mean the Managing Director of Haryana State Warehousing Corporation.



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(x) District Manager:

“District Manager” shall mean the District Manager of Haryana State Warehousing Corporation having administrative control over the facility.

(xi) Strategic Alliance Management SAMO:

The selected Bidder with whom HSWC will finalize the Strategic Alliance Management Agreement shall be Strategic Alliance Management SAMO (SAMO). The term “SAMO” means the Strategic Alliance Management SAMO.

(xii) Qualified Bidders:

After the evaluation of Step 1: Eligibility Qualification proposal, the Bidders shortlisted for the subsequent steps shall be referred to as the Pre-qualified Bidders.

(xiii) Project:

To operate and maintain the Facility as a Strategic Alliance Management SAMO to HSWC as per the conditions of this Document and as per the terms of the Strategic Alliance Management Agreement to be entered into with HSWC in accordance with Exhibit-11.

(xiv) Proposal:

The proposal submitted by the prospective bidders in response to this Tender issued by HSWC.

(xv) ABC means :

The successful bidder.

3. INTRODUCTION & BACKGROUND

3.1 Objectives of the Strategic Alliance Participation:

HSWC proposes to enter into a Strategic Alliance Management and Operation Agreement for its facility at Container Freight Station/ Inland Container Depot (CFS / ICD) at Rewari, Haryana

for a period of Five (5) years extendable upto 2 + 2 years on the terms & conditions mutually agreed by both the parties with entities who have the required experience, expertise and technology matching with international standards in the areas of-

- Operation and Management of CFS/ICD.
- AND
- Marketing to achieve optimum levels of capacity utilization and offer cost-effective, value added service to the customers.

HSWC's objective is to select an entity, which has the organizational capability to successfully equip market, operate and maintain the Facility, and who is not only in a position to commit a Minimum Guaranteed Throughput (MGT) as prescribed but also offer the most attractive commercial terms to HSWC. HSWC shall enter into a Strategic Alliance Management and Operation Agreement with the successful Bidder.

3.2 Proposed Time Table:

The important milestones regarding the selection process and the envisaged time schedule are presented below:

Key Dates

| Sr. No. | Haryana State Warehousing Corporation, Stage | Party Stage | Start Date and Time | Expiry Date and Time |
|---------|--|-------------|---------------------|----------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

NOTE: If the date fixed for opening of proposal is declared as holiday, the proposal will be opened on the next working day following the holiday at the same time.



4. DESCRIPTION OF THE SELECTION PROCESS

The selection process would consist of the online submission of proposals in a two bid system i.e. Technical and Financial bid by the interested parties in response to the Tender document.

OPENING OF TECHNICAL BID

4.1 Preliminary scrutiny of bids

The Corporation will scrutinize the bids received to see whether they meet the basic eligibility criteria as incorporated in the bid document. The bids which do not meet the eligibility criteria shall be treated as unresponsive and rejected/disqualified and the financial bid shall not be opened. The following are grounds due to which a bid may be declared as unresponsive and to be rejected during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed.
- (ii) Required EMD and cost of tender document has not been received;
- (iii) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (iv) The bidder has not quoted for all the items, as specified in tender document.
- (v) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.
- (vi) The bidders who have been blacklisted or otherwise debarred by HSWC or any department of Central or State Government or any other Public Sector Undertaking /or under GST as on last date of submission.

4.2: Further evaluation of Stage: I Technical Bid

- (a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- (b) No document will be accepted physically at any stage.
- (c) Corporation may waive minor irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

4.3 STEP 2 - EVALUATION OF FINANCIAL BID

An evaluation criteria is proposed to be as below:

The Financial Bid only in respect of the bidders declared as qualified in evaluation of technical bid will be opened. The Financial Bids will be ranked as per financial bid (**Exhibit 10**). The bidder having quoted the most attractive commercial terms shall be ranked as H1, and subsequent bidders shall be ranked in order of their respective total quoted amounts as H2, H3, and so on.

- 1) In case, the total quoted amount by two or more bidders are found same then for arriving H1 tenderer the criteria for higher average turnover for the last three Financial Years as mentioned by the bidder in different relevant clauses duly certified by the Chartered Accountant will be taken into consideration.**
- 2) The relevant three years once selected / quoted by the bidder shall remain same for all relevant clauses for all evaluation purposes.**

5. PROCEDURE TO BE FOLLOWED

5.0 CLARIFICATIONS AND AMENDMENTS TO BID DOCUMENT:

HSWC may at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the bid document by way of one or more addendum. Any addendum thus issued will be posted on the <https://etenders.hry.nic.in> and such addendum will be binding on all. In order to afford the prospective bidders to take into account the addendum or for any other reasons, HSWC may, at its discretion extend the due date for the proposal.

ADMINISTRATIVE CONTACT & ADDRESS FOR COMMUNICATION:

All communications concerning the various issues pertaining to the bid/tender shall be directed on the address listed below. Unauthorized contact with other HSWC officials may result in disqualification. Any oral communications will be considered unofficial and is not binding on HSWC. Bidder shall rely only on written instructions issued by the authorized Officer

of HSWC.

| | |
|----------------------------|---|
| Authorized HSWC Officer | Manager (Business) |
| Address | BAY NO. 15-18 SECTOR-2, PANCHKULA(HARYANA) PIN-134112 |
| Phone | 0172-2578830-32 ext 211 Mob:-8053661484 |
| Email | mbhwc@hry.nic.in |

5.1 SITE VISIT:

The bidders are advised to visit the respective site before submitting the tender, satisfy with the project information given at **Volume-II**, study documents and demonstrate a thorough understanding of the site condition, operation, costs and returns. The facility/infrastructure is offered only on “as is where is” basis. No dispute as regards the project information given at **Volume-II** shall be entertained after submission of the tender.

5.2 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(“Facility”) and are satisfied with the conditions of the facilities. No claim on this account will be entertained later.

However, the following documents should be mandatorily inked signed by the authorized signatory and uploaded:

- i) Exhibit-2: Format of covering letter
- ii) Exhibit-14: Pre-contract Integrity Pact
- iii) Exhibit-15: Undertaking of no pending case/non- conviction of any offense
- iv) Exhibit-16: Performa for declaration of non-blacklisting
- v) Exhibit-17: Format for authorization of sole proprietorship firm

5.2.1 Financial Bid:

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

5.3 The Bidder shall submit Technical & Financial bids in electronic format on the website <https://etenders.hry.nic.in> on or before the scheduled date and time as mentioned at 3.2 above. Submission of tenders after the scheduled date and time will not be possible. No offer/document in physical form will be accepted and any such offer, if received by Haryana State Warehousing Corporation will be out rightly rejected. Bidders will have to submit the Processing Fee and EMD as prescribed in the tender document.

All Exhibits duly filled in along with scanned copies of supporting documents should be uploaded with digital signatures and shall be considered except five documents as mentioned in clause-5.2 which shall be mandatorily inked signed before uploading the same.



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5.4 OPENING OF PROPOSALS

The Qualification (Technical) Bid of the proposal would be opened on specified date and time.

5.5 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 Document or which do not contain the Covering Letter, Letters of Commitment from each of the Member Entities in case of a Bidding Consortium as per the specified formats would be considered non-responsive and would be liable for rejection.
- 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 a proposal after its submission shall be accepted.
- 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, HSWC reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.



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- 7.** For a Bidding Consortium, the Proposal submitted by the Consortium should contain signed letters (self-attested) submitted by each of the member, entities, stating that the entire Proposal has been examined and each key element of the proposal is agreed to.
- 8.** No entity including its affiliate can propose to be a member of more than one Bidding Consortium for submission of the Proposal for the Project.
- 9.** In case of Registered Partnership Firm, the composition of the partnership firm and name of the partners shall be disclosed.
- 10.** The Bidder should designate one person (“Contact person” and “Authorised Signatory”) to represent the Bidder in his dealings with HSWC. 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.
- 11.** If any claim made or information provided by the Bidder in the proposal, is found to be incorrect or is a material misrepresentation of facts, then the proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be condoned by H S W C before evaluation of financial bid at the sole discretion of HSWC.
- 12.** The Bidder shall be responsible for all the costs associated with the preparation of the Proposal. H S W C shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 13.** The bidder will have to sign a pre-contract integrity pact as per Exhibit-14.
- 14.** Digital mode of transaction shall be adhered to whenever required as per the statutory requirement by ABC.
- 15.** SAMO will ensure providing of Electronic Toll Tags for all vehicles engaged by him for transportation of EXIM cargo.



5.6 VALIDITY OF TERMS OF THE PROPOSAL:

Each Proposal shall be deemed to be a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 days from the last date for submission of the proposal as laid down in this TENDER document. However, HSWC may solicit the Bidder's consent for extension of the period of validity and the Bidder agrees to consider such a request. The request and response shall be in writing. A Bidder accepting HSWC's request for extension of validity shall not be permitted to modify his proposal in any other respect.

5.6.1 ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for the tender floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.

i) Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

ii) Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

iii) Online Payment of Tender Document Fee + eService fee & EMD Fees & Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid) :

iv) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD-cum-Security Amount Deposit can be made using the secure electronic payment gateway. The Payment for Tender Document Fee + eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for Security Amount Deposit

shall be made online directly through RTGS / NEFT
The secure electronic payments gateway is an online interface between contractors and Debit Card/online payment authorization networks.

v) Preparation and submission of online Application/Bids:-

- (a) Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender (bid) mandatorily be submitted online following the instruction appearing on the screen.
- (b) Scanned copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope: The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

vi)Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.

vii) ASSISTANCE TO THE BIDDERS:

For any query or training bidders can contact the help desk of Single e procurement portal (<https://etenders.hry.nic.in>)

NOTE:-

- (A) **Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.**
- (B) **For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.**

5.7 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS:

- i) **TENDER FEE PAYABLE TO HSWC= Rs. 11,800/-** (Rupees eleven thousand eight hundred only) including GST
- ii) **Earnest Money Deposit (EMD) / Security Deposit:**

According to tender, the **EMD of Rs. 5,00,000/- (Rupees Five lakh only)** shall be paid in Indian Rupees only.

- iii) In the event of bidder withdrawing his offer before the expiry of the validity period/not accepting the offer/not taking over the work after acceptance of proposal by the bidder, EMD shall be forfeited. Besides, the Corporation may suspend/ban the trade relations with him or debar the bidder to participate in all future tender enquiries with HSWC based on the merit of each case upto a period of five years without prejudice to any other rights and remedies available with HSWC under the agreement and law. The decision of Managing Director 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 offer. No interest shall be payable on the amount of Earnest Money in any case. The Earnest Money Deposit of the successful bidder shall be adjusted against the Security deposited.



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6. ELIGIBILITY CRITERIA

6.1 ELIGIBILITY CRITERIA FOR CONSIDERATION FOR PRE QUALIFICATION:

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

a) The bidder should have proven handling experience at Customs Ports as Shipping Agent/Shipping Company/Customs House Agent/Consolidator/NVOCC SAMO/Container Terminal SAMO/Importer/Exporter with minimum aggregate annual throughput of 5000 Loaded TEUs annually in any of the last three financial years 2016-17, 2017-2018 and 2018-19

OR

b) The bidder should have proven handling experience at Customs Ports as Shipping Agent / Shipping Company / Customs House Agent / Consolidator / NVOCC SAMO / Container Handling Terminal SAMO / Importer / Exporter with minimum annual turnover of Rs.3 (Three) crore collectively during three financial years i.e. 2016-2017, 2017-2018 and 2018-19, the turnover need to be certified by Chartered Accountant.



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6.2 STEP 1 -INFORMATION FOR TECHNICAL BID:

Section 1 a) Description of the Bidder as per the format specified in **Exhibit - 4**

b) MOU amongst the member entities of a Bidding Consortium incorporating the principles as in **Exhibit -1**(if applicable)

Section 2 Covering Letter as per the format specified in **Exhibit-2**

Section 3 a) Consideration for pre-qualification as per the format specified in **Exhibit 5, Exhibit-6 & Exhibit- 7**.Letter of Commitment as per the format specified in **Exhibit-3**, from each of the Member entities, the strengths of which are desired to be considered for evaluation in accordance with **Exhibit-6**.

b) Audited Annual Accounts for the relevant three financial years (2016-2017,2017-2018,2018-2019) for all the bidders/entities who are desiring to be considered for evaluation of the Proposal for pre- qualification. If the audited annual accounts of 2018-19 is not available, the turnover need to be certified by C.A.

Section 4 Information Requirements for operational capability as per the formats specified in **Exhibit- 8**.

Section 5 Business Proposal (**Exhibit-9**)

Section 6 a) Registered Partnership deed in case of Partnership Firm

b) Memorandum of Association and Articles of Association in respect of Bidder Company.

c) Memorandum of Association and Articles of Association or copy of registered Partnership Deed, as the case may be, of all member entities of Bidding Consortium.



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- Section 7** Details of customers on whose behalf containers were handled duly certified by the concerned agency to satisfy the eligibility criteria at clause 6.1(a) of TENDER.
- Section 8** Bidders have to submit TENDER/Bid document together with proposed agreement at **Exhibit-11**, Performance Bank Guarantee at **Exhibit -12 & Volume-II**.
- Section 9** The bidder shall submit an undertaking certifying that no criminal cases against the proprietor/ directors/owners of the company including firm company/joint venture/sole proprietary firm/partnership firm are pending in the last six months **(Exhibit-16)**.
- Section 10** Bidder shall submit an undertaking as per **Exhibit-13** to commit an annual Minimum Guaranteed Throughput(MGT) **but not below 5000 TEUs per annum**.
- Section 11** Bidder shall submit a duly signed Pre-contract Integrity Pact as per **Exhibit-14**.
- Section 12** The solvency certificate should be submitted in the format as given in **Exhibit-18 duly signed and stamped by the Bank and Tenderer**. The certificate should not be issued **six months** prior to the date of submission of tender or should have validity as on last date of submission of tender.

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

If the Bid is submitted by a sole proprietorship concern, it shall be signed by the proprietor himself above his full name and the name of his concern with its current address. **(Exhibit-18)**

B) GUIDELINES FOR SUBMISSION OF PROPOSAL 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/proposal, in which case a certified copy of the Power of Attorney shall accompany the Bid/proposal. 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/proposal.

C) SUBMISSION OF PROPOSAL BY A COMPANY

If the proposal is submitted by 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 alongwith 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

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 specified in **Exhibit-1**.
2. In the absence of such a document, the proposal would 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 HSWC only if such change is in the opinion and discretion of HSWC not prejudicial to the strengths of the consortium as was evaluated earlier.
4. HSWC reserves the right to reject any proposal pursuant to a change in the composition of the bidding consortium without giving any reason whatsoever.

7 ACCRUALS TO HSWC

Fixed amount and Variable amount need to be quoted in Exhibit-10 as per instructions given below:-

7.1 Escalation of the Fixed Amount and Variable Amount:

The Fixed Amount and the Variable Amount to be quoted by the bidder shall be subject to escalation of minimum 5% (**FIVE percent**) per annum or higher as quoted/allotted as per agreement. Such an escalation shall be on compoundable basis. First escalation shall be effective after thirty six months of date of allotment and thereafter every year at the quoted/allotted escalation percentage.

NOTE:

- 1)
 - a) Loaded import containers entering into the facility and leaving for factory destuffing and vice-versa in case of export containers will be counted only once. The exception to pay Variable Amount on empty containers shall be only on the Empty containers leaving the Facility provided they enter the facility in loaded status where per TEU Variable Amount has already been paid and Empty containers entering the facility provided the containers leave the facility in loaded Status and subjected to payment of per TEU Variable Amount.
 - b) The containers entering and leaving the facility in empty status will not be counted in minimum MGT and variable amount will not be applicable in these cases.
 - c) On wheel examination containers will not be considered for MGT and also for computing variable amount. However, SAMO shall pay 10% amount of the tariff fixed to HSWC for on wheel examination of containers.
- 2) Variable Amount per TEU (20 ft. container) for actual number of TEUs handled in the year as defined above subject to MGT(**but not below 5000 TEUs per annum**) shall accrue to HSWC.
- 3) 5% additional charges of the revenue earned by SAMO will be paid to HSWC by the SAMO in case they will do the business other than containerisation in the facility.
- 4) In case PFT status is required at the facility, SAMO shall apply on behalf of HSWC for the same and HSWC will extend its cooperation to the SAMO. SAMO shall obtain all the requisite licences/approvals from Customs, Railways and any other Competent Authority as applicable at his own cost.



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8. The number/s and make of the equipments and the deployment of manpower shall be at the sole discretion of SAMO. But, it shall be obligatory on the part of SAMO that adequate equipments in good working condition and well trained manpower are deployed at CFS/ICD at all times during the period of agreement for smooth and efficient management of the facility.

9. Failure to adhere to the payment schedule will be termed as breach of the Agreement. In such events the Strategic Alliance Management SAMO shall be blacklisted or suspended/banned from participating in all future tender enquires with HSWC based on the merit of each case upto a period of **FIVE (05)** years without prejudice to any other right and remedy available to HSWC under the agreement and law. The decision of Managing Director shall be final and binding on the bidder.

10. PAYMENT TO HSWC:

10.1 All Payments/Charges, including the GST shall be collected/received from the Users by the SAMO.

10.2 Fixed Fee

- a)** In return for the rights granted to the SAMOs under the Contract, the SAMO will pay HSWC a fixed fee as agreed, the fixed lump sum fee will be paid on quarterly basis in advance at least 10 days before the beginning of the relevant quarter.
- b)** The variable fee will be paid on a monthly basis on or before the 10th day of the following month i.e. fee for the month of April shall be paid on or before the 10 day of the month of May.
- c)** The first lump sum payment of the Fixed Fee will be made on the day of allotment over of the Facility.
- d)** The variable fee per TEU will be charged as per exhibit 10 B (I) ,B(II) & B(III) on the Loaded containers entering and/or leaving the facility on actual TEUs handled in the year subject to minimum number of TEUs as per Exhibit B(III) **but not below 5000 TEUs per annum**
- e)** The number/s and make of the equipments and the deployment of manpower to be at the sole discretion and liberty of SAMO. But, it will be obligatory on the part of SAMO that adequate equipments in good working condition and well trained manpower are deployed at ICD/CFS at all the time during the contract period for smooth and efficient management of the facility.



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- f)** For any delay in payments, the HSWC shall be entitled to receipt of penalty amount as per the terms & conditions of the agreement.
- g)** SAMO shall be liable to indemnify HSWC for any Tax Demand and interest and / or penalty thereon arising due to negligence / fault of SAMO.



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EXHIBIT-1 PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBER ENTITIES OF A BIDDING CONSORTIUM

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

1. The MOU should clearly specify the roles and responsibilities of each of the Member Entities. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Member Entities.
2. The MOU should clearly designate one of the Member Entities as the Lead Member.
3. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. of the Member Entities.
4. The MOU should be duly signed by each of the Member Entities.
5. The MOU should be executed on a stamp paper of appropriate value.
6. The MOU should be specific to the Project.
7. The MOU shall provide that each of the member entities shall be a party to the agreement with HSWC and shall be jointly and severally responsible and liable to fulfil all the obligations to be assumed by the Bidder under the agreement with the HSWC 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 HSWC without the prior written approval of HSWC, which HSWC may refuse if in HSWC's opinion such withdrawal will be prejudicial to the interest of HSWC.



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9. The MOU shall provide that if the Member Entities desire to establish a Special Purpose Vehicle (SPV) to implement the agreement with HSWC, the same shall be (a) a company incorporated under the Companies Act, 2013; (b) the company's sole business shall be to undertake the maintenance and operations of the facilities for which HSWC may select the Bidder and the Special Purpose Vehicle shall not undertake any other activity without the prior approval of HSWC; (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 HSWC shall continue without any change.



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EXHIBIT-2 FORMAT OF THE COVERING LETTER

The covering letter is to be submitted by the Bidder, along with the Proposal for Pre-qualification)

Date:

Place:

**The Managing Director,
HSWC, Bay No.15-18, Sector -2, Panchkula, Haryana**

Dear Sir,

**Sub: Tender for appointment of SAMO at HSWC
Inland Container Dept (CFS/ICD) at Rewari,
Haryana- reg.**

Please find enclosed one copy of our Proposal in respect of the _____ (“Project”), in response to the Request for proposal (“TENDER”) document downloaded by us on _____

We hereby confirm the following:

1. The proposal is being submitted by us in accordance with the conditions stipulated in the TENDER. The proposal is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 (one hundred twenty) days from the last date of submission of the proposal as laid down in this TENDER document.
2. We have examined in detail and have understood the terms and conditions stipulated in the TENDER document issued by HSWC and in any subsequent addendums made by HSWC. 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 addendums by HSWC.
3. **(Required only in case of a Bidding Consortium)** Our proposal includes Letters of Commitment, consistent with the format as specified in the **Exhibit-3** of TENDER, from all the Member Entities.



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4. 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.
5. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the TENDER.
6. We as the Bidder, designate Mr./Ms. _____ (mention name, designation, contact address, phone no. fax no. etc.), as our representative duly notarized 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):
(Authorised Signatory/Signatories)
Designation/(s):



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**EXHIBIT-3
FORMAT OF THE LETTER OF COMMITMENT**

(The Letters of Commitment shall be submitted by lead Member Entities of the Bidding Consortium whose strengths are to be considered for evaluation)

The Managing Director,
HSWC, Bay No. 15-18
Sector -2, Panchkula,
Haryana

Dear Sir,

Sub: Tender for appointment of SAMO at HSWC Inland Container Depot (CFS/ICD) at Rewari, Haryana- Reg.

This has reference to the Proposal being submitted by _____ (name of the Lead Member), in respect of the _____ project, in response to the Tender ("TENDER") document downloaded by us on _____ / issued by the Haryana State Warehousing Corporation _____ HSWC _____.

We hereby confirm the following:

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

- The "Tender" document issued by HSWC
- All subsequent communications between HSWC and the Bidding Consortium represented by _____ (name of the Lead Member);
- The MOU signed between/among _____ (name(s) of member entities; and
- The proposal being submitted by _____ (name of the Lead Member).



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2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Project as specified in the Proposal. If _____ (name of the Bidding Consortium) is awarded the Project we shall perform our role as outlined in the Proposal to the best of our abilities.
3. The nature of our legal relationship with the Member Entities of the Bidding Consortium is specified in the Proposal, as per the requirements stated in the TENDER.
4. We shall be jointly and severally liable and responsible for the due and faithful performance of all obligations under the Agreement with HSWC.
5. We therefore request HSWC 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 Proposal.

For and on behalf of:

Signature
(Authorized Signatory)

Name of the Person:
Designation:

Date:

Place:



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EXHIBIT-4 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 | |
| D. | PAN No. of the Bidder | |
| E. | 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 | | |



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EXHIBIT-5 CONSIDERATION FOR STEP-1 TECHNICAL BID

CONSIDERATION FOR EVALUATION OF TECHNICAL BID

FOR BIDDER/ BIDDING COMPANY:

- For evaluation under the **Financial Capability** criteria, either the strength of the Bidder or the strength of any one of its affiliates shall be considered. The proposal should clearly indicate the entity that should be considered for the evaluation of Financial Capability as per **Exhibit-7**.
- For evaluation under the **Operational Capability**, the experience and track record of the Bidder and its affiliates shall be considered.
- For evaluation under the **Commercial Capability**, the ability for captive cargo commitment of the Bidder and that of its Affiliates shall be considered.

FOR A BIDDING CONSORTIUM:

- For evaluation under the **Financial Capability** criteria, either the strength of the single entity acting as the Lead Member or the strength of any one of its affiliates shall be considered. The Proposal should clearly indicate the corporate entity or firm that should be considered for the evaluation of Financial Capability as per **Exhibit-7**.
- For evaluation under the **Operational Capability**, the experience & track record of the Lead Member and the experience & track record of the Affiliates of the Lead Member shall be considered.
- For evaluation of **Commercial Capability**, the ability for captive cargo commitment of the Member Entities (and the ability of the respective Affiliates of such Member Entities) shall be considered.



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EXHIBIT-6
INFORMATION FOR CONSIDERATION FOR
STEP 1 EVALUATION OF TECHNICAL BID:

A. Bidder to be considered for Financial Capability:

| | |
|--|--|
| Name of the Bidder/Bidding Company/Lead Member to be considered for evaluation of Financial Capability. | |
| Affiliate of the Bidding Company/Lead Member if to be considered for evaluation of Financial Capability. | [Please provide the name of the company that should be considered and the relationship with the Bidding Company/Lead Member] |

B. Bidder to be considered for Operational Capability:

| S. No. | Name of the Bidder/Bidding Company/Lead Member/Affiliate | Relationship with the Bidding Company/Lead Member/Member Entity |
|--------|--|---|
| | | |

C. Bidder to be considered for Commercial Capability:

| S. No. | Name of the Bidder/Corporate Entity to be considered for evaluation | Name of the affiliate of the Bidding Company/Lead Member/Member Entity | Relationship with the Bidding Company/Lead Member/Member Entity |
|--------|---|--|---|
| | [Please add additional rows if required] | | |



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EXHIBIT-7 INFORMATION FOR FINANCIAL CAPABILITY AS PER ELIGIBILITY CRITERIA

This section specifies information to be provided in respect of the bidder/ bidding company/ member entity/Affiliate as stated by the Bidder in **Exhibit-6** and only such entity would be considered for evaluation of financial capability, as specified in **clause 6.1(b)**

The Bidder should attach the relevant Audited Annual Reports for the **Three** financial years (2016-17,2017-18,2018-19) of all the entities which need to be evaluated under Financial Capability in accordance with the information submitted by the Bidder in **Exhibit-6**.

If the audit has not been completed for the year 2018-19 the relevant information need to be certified by C.A.



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EXHIBIT-8 INFORMATION FOR TECHNICAL BID : OPERATIONAL CAPABILITY

Bidders should note that:

1. The relevant experience of the Bidder as per the specified roles in **Exhibit-6** will be considered.
2. Information of the Bidder is required to be furnished as per the attached Formats 1 and 2.
3. The Bidders are also required to provide supporting documentary evidence(s) from concerned agencies in respect of the information contained in Format 1 and 2.



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INFORMATION FOR TECHNICAL BID OPERATIONAL CAPABILITY - FORMAT 1

All Bidders/Affiliates/Promoters/Member Entities (including all identified third party Strategic Alliance Management SAMOs who are to interface with the Bidder/ Bidding Consortium as per the envisaged technical proposal) are required to furnish information in the following formats.

| NAME OF BIDDER | |
|---|----------------|
| Description of item | Details |
| A. Site Information | |
| Name of the facilities Specify whether bidder is Customs Ports as Shipping Agent / Shipping Company / Customs House Agent / Consolidator / NVOCC SAMO / Container Handling Terminal SAMO / Importer / Exporter | |
| Location | |
| Serving Pattern | |
| Relation to the Bidder | |
| Year of Establishment | |
| Primary activities/ Services rendered in the Facility | |
| Secondary activities/services rendered in the facility | |
| B. Civil Information | |
| 1. Total Covered Storage area for cargo. In Sq. Mts as on Date: | |
| 1.1 General Storage area for cargo (sq. m) | |
| 1.2 Special storage area for hazardous cargo (sq. m) | |
| 1.3 Cold storage area (sq. m) | |
| TOTAL(1.1+1.2+1.3) (sq. m) | |
| 2 Open paved area. (in Sq m) as on Date | |



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| C | Throughput Information (Imports & Exports) | Relevant year | Relevant year | Relevant year |
|-----------|--|----------------------|----------------------|----------------------|
| 1 | Cargo Throughput General/break-bulk/containersable cargo (tonnes p.a.) | | | |
| 2 | Container throughput (p.a.) | | | |
| 2.1 | Loaded TEUs per annum | | | |
| 3 | Special container handling: | | | |
| 3.1 | Reefers TEUs (per annum) | | | |
| 3.2 | Hazardous cargo containers TEUs (per annum) | | | |
| 3.3 | Liquid cargo containers TEUs per annum | | | |
| 3.4 | Others (please specify) TEUs (per annum) | | | |
| 4 | Container Stuffing/ De-stuffing: | | | |
| 4.1 | Stuffed TEUs (per annum) | | | |
| 4.2 | De-stuffed TEUs (per annum) | | | |
| D. | Additional Information | Relevant year | Relevant year | Relevant year |
| 1 | Describe the range, nature and quantum of services offered at the facility in the following: | | | |
| 1.1 | Value added services | | | |
| 1.2 | Container related services | | | |
| 1.3 | Cargo related services | | | |
| 1.4 | Specified cargo services | | | |
| 2 | Details of IT systems at the Facility | | | |
| 2.1 | Whether currently supporting EDI function | | | |
| 2.2 | Description of all IT supported operations (e.g. inventory tracking) | | | |
| 3 | User References detailing | | | |
| 3.1 | Name and contact address of the two largest users of the Facility | | | |
| 4 | Names of key Contractors and scope of facilities/ services offered by each | | | |
| 5 | Brief description of security systems in place | | | |
| 6.1 | Number of contract labour | | | |
| 6.2 | Number of permanent labour | | | |
| 6.3 | Number of management cadre employees | | | |

Note: above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in para-6.1 of bid document for the bidder to be declared as eligible. Documents regarding operational capability will be verified before allotment. In case any shortcoming found, the EMD furnished shall be forfeited.



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INFORMATION FOR TECHNICAL BID OPERATIONAL CAPABILITY - FORMAT 2

All Bidders/Affiliates/Promoters/Member Entities (including all identified third party Strategic Alliance Management SAMOs who are to interface with the Bidder/ Bidding Consortium as per the envisaged technical proposal) are required to furnish information in the following formats.

| Name Of Bidder | | | | | | | |
|--|---|---|---|---|---|---|---|
| Information on Geographical Experience | | | | | | | |
| | Indian locations | 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | Locations | | | | | | |
| 2 | Number of years of operations | | | | | | |
| 3 | Nature of activity | | | | | | |
| 4 | Nature of presence (own/joint ventures/management contract/lease) | | | | | | |
| | International Locations | 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | Locations | | | | | | |
| 2 | Country | | | | | | |
| 3 | Number of years of operations | | | | | | |
| 4 | Nature of activity | | | | | | |
| 5 | Nature of presence (own/joint ventures/management contract/lease) | | | | | | |

Note: Above information should be provided as applicable. The information provided should however be sufficient to meet the eligibility criteria as set forth in para-6.1 of bid document for the bidder to be declared as eligible.



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EXHIBIT-9 BUSINESS PROPOSAL

| | |
|-----------|---|
| 1. | Payment Mode and Security One of the key obligations of SAMO in the Strategic Alliance Management Agreement is the timely accrual of adequate revenue to HSWC to meet the fixed & variable fee due on MGT. HSWC has proposed a mechanism for payment mode as described in clause 10(a) & 10(b). The Bidders are requested to indicate their acceptability to these terms. |
| 2. | Statutory Obligations The CFS/ICD operations are required to be bound by the terms and conditions imposed on HSWC by various bodies like Inter-Ministerial Committee and Customs Authorities etc. The Bidders are required to ensure conformance with: <ul style="list-style-type: none">• The bodies mentioned above• The operational requirements of the concerned gateway port/s• Other statutory obligations and provisions which govern business operations at the facility more particularly “Handling of Cargo in Customs Areas Regulations, 2009” as amended from time to time. |
| 3. | Maintenance: Facility & infrastructure is offered on “as is where is” basis only. Proper and regular maintenance of the entire CFS/ICD Facility is one of the key obligations of the SAMO. The Bidders are required to undertake periodic maintenance on regular basis. |



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4. CONFLICT OF INTEREST

The existing business operations of the Bidder shall not be in conflict with the requirements of HSWC to ensure maximum utilization of the Facility and maximum commercial benefits. It is also made clear that the facility can't be used for any purpose / s which is / are conflicting with the interest /s of the Corporation.

In the event the Bidder falls under any of the following categories, the Bidders are required to indicate their plans to ensure that the interests of HSWC and/or the interests of third party users are not compromised by the Bidder's business operations in the Facility/Bidders other business interests.

- The Bidder is also a proposed user of the Facility
- The Bidder runs a parallel facility/offers similar services in the region
- The Bidder has interests that may exclude or discourage certain customers or users from the facility.



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EXHIBIT - 10 FORMAT FOR FINANCIAL BID

Tender for appointment of SAMO at HSWC Inland Container Depot (CFS/ICD) at Rewari, Haryana

| | | |
|----------|---|---|
| A | FIXED COST | |
| | <p>1) Fixed Fee (lump sum) per annum (Minimum Fixed fee to be quoted Rs. 1.0 crore)</p> <p>(To be deposited to HSWC at the time of execution of agreement/MOU)</p> <p>2) Percentage of escalation on fixed fee as per clause 7 (Minimum % to be quoted is 5%)</p> <p>3) Amount Derived on account of escalation quoted in Rs.</p> <p>Total amount A(1) + A(3)</p> | <p>Rs. _____ (Rupees in words)</p> <p>_____ %</p> <p>Rs. _____ (Rupees in words)</p> <p>Rs. _____</p> |
| B | VARIABLE COST | |
| | <p>1) Minimum guaranteed throughput (MGT) of TEUs (Import & Export loaded containers) per annum but not below 5000 TEUs per annum.</p> <p>2) Variable fee per TEU (Minimum Rs. 1000/- per TEU to be quoted)</p> <p>3) Percentage of escalation on variable fee as per clause 7 (Minimum % to be quoted is 5%)</p> <p>4) Amount Derived on account of escalation quoted in Rs.</p> <p>Total amount B (1) + B(2) + B(4)</p> | <p>Number of TEUs _____</p> <p>Rs. _____ (Rupees in words)</p> <p>_____ %</p> <p>Rs. _____</p> |
| | Grand Total A+B= | Rs. _____ |

NOTE:

i) **GST will be charged extra as applicable**

- ii) The Fixed Amount as well as Variable Amount as quoted by the bidder shall be subject to a completion of 3rd year escalation of minimum 5% or allotted on compoundable basis. The first escalation shall be effective after 36 months of allotment in the facility by the Strategic Alliance Management SAMO.
- iii) The bidder is expected to quote fixed amount in A(1) and Percentage of escalations in A (2) above & Variable amount per TEU in B (1) and Percentage of escalation in B(2) above.
- iv) The bidder is bound to fulfil the Minimum guaranteed throughput(MGT) TEUs per annum but not below 5000 TEUs per annum.
of TEUs(Import & Export loaded containers) in C(1) above and variable amount per TEUs as quoted B(1) above.
- v) If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.
- vi) The successful bidder i.e., (H1) will be decided after addition of amounts of A and B.

Signature of the authorized
representative of the bidder
with seal



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EXHIBIT - 11
STRATEGIC ALLIANCE MANAGEMENT AGREEMENT

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

HARYANA STATE WAREHOUSING CORPORATION, a Government of India Undertaking and a Corporation established under the Warehousing Corporations Act, 1962 having its Corporate Office at Panchkula, Haryana (hereinafter referred to as “**HSWC**”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

-----, a Sole Proprietorship (hereinafter referred to as the “**ABC**”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns).

OR

-----, a Registered Partnership firm (hereinafter referred to as the “**ABC**”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns).

OR

_____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at_____, (herein after referred to as the “**ABC**”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) of the OTHER PART. **(In case of single bidder)**

OR

_____, a corporate entity established under.....or company registered under the Companies Act, 2013, with its registered office at_____;(b) _____, a



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corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____; and (c) _____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____, (hereinafter collectively referred to as the “ABC”, and individually referred to as Member Entity which expressions shall, unless repugnant or contrary to the context thereof, deemed to mean and include the respective successors and permitted assigns) of the OTHER PART.

(In case of Bidding Consortium)

OR

_____, company registered under the Companies Act, 2013, with its registered office at _____, (hereinafter referred to as the “ABC”, which expression shall, unless repugnant or contrary to the context thereof, deemed to mean and include its successors and permitted assigns) being the Special Purpose Vehicle formed by Member Entities mentioned herein namely (b) _____, a corporate entity established under.....or company registered under the Companies Act,2013,with its registered office at _____;

(c) _____, a corporate entity established underor company registered under the Companies Act,2013, with its registered office at _____; and (d) _____, a corporate entity established underor company registered under the Companies Act, 2013, with its registered office at _____, (the Members of the Bidding consortium) of the OTHER PART.

(In case of Bidding consortium with Special Purpose Vehicle)

WHEREAS

A. HSWC, is a premier Warehousing Agency in India providing warehousing and logistic support services to diverse group of users of such services. HSWC has also diversified its activities to the construction, operation and management of Inland Container Depot (CFS/ICD) at Rewari, Haryana.

B. HSWC has been interested in entering into a Strategic Alliance Management Agreement with qualified and experienced entities or consortium for handling & transportation of containers, maintenance and operation of its CFS/ICD at Rewari, Haryana



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C. HSWC issued a tender for the above purpose and invited the interested parties to bid for the participation with HSWC as a Strategic Alliance Management SAMO for the above CFS/ICD on the terms and conditions contained in the Tender document;

D. In response to the above invitation of HSWC ABC hereby submits their tender for the CFS/ICD at Rewari, Haryana and agreed to the terms and conditions mentioned in the tender document;

E. The proposal of ABC has been accepted by HSWC or The proposal of the Bidding Consortium consisting of the Member Entities mentioned above collectively referred to as ABC has been accepted by HSWC Or The proposal of the Bidding Consortium consisting of the Member Entities has been accepted by HSWC and the Member Entities have formed ABC as the special purpose vehicle to implement the work under the agreement;

F. As per the tender terms and conditions ABC and the Member Entities are required to sign the Agreement with HSWC on the terms and conditions contained in the tender documents and those contained herein, a draft of the Agreement having been circulated along with the tender documents.

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

DEFINITIONS

In this Agreement, the following words and expressions shall, unless contrary or repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- **Accounting Year** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year and in the case of first year it shall be from the date of signing this agreement till the succeeding 31st March.
- **Agreement** means this agreement including schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement and shall also include the tender terms and conditions.



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- **Applicable Laws** means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administrative order having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, including “Handling of Cargo in Customs Areas Regulations, 2009” as amended from time to time.
- **Applicable Permits** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws by the ABC and HSWC for the CFS/ICD during the subsistence of this Agreement.
- **Container** means ISO containers used in International trade for export/import cargo, which could be 20’, 30’, 35’, 40’ and 45’ containers viz. Flat rake, Open top, Over Dimensional Cargo containers (high dome or such other size). This shall include Reefer Container also. However, any container above 20’ will be treated as 40’ container only irrespective of its size being 30’, 35’, 40’, 45’ etc. and charged for two containers and considered as a FEU (2 TEUs).

Facility means the HSWC’s **Inland Container Depot (CFS/ICD) at Rewari, Haryana** including the assets installed at the Facility as described in **Volume-II** of TENDER document.

- **Good Industry Practice** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally

from a reasonably skilled and experienced SAMO engaged in the similar type of undertaking as envisaged under this Agreement.

- **Government Agency** means the Government of India, any State Government or any Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or other judicial or administrative body, Central, State, or local body, having jurisdiction over the ABC, the Licensed Premise, the Project or any portion thereof.

- **Lead Member** means the (name of the member of the consortium designated as the lead member).
- **Parties** means the parties to this Agreement (HSWC, Bidding Consortium with all Member Entities and ABC) and Party shall mean any of the Parties to this Agreement individually.

Premises or Project means the HSWC's **Inland Container Depot (CFS/ICD) at Rewari, Haryana.**

- **Strategic Alliance Management SAMO** means the selected Bidder with whom HSWC will finalize the Strategic Alliance Management Agreement and the term „SAMO“ **also means the Strategic Alliance Management SAMO.**

ARTICLE - 1: SCOPE OF THE AGREEMENT

1.1 Subject to the terms and conditions contained in the Agreement including the due and faithful payment/accrual of amounts to HSWC as provided in the Agreement and subject to all Applicable Laws and Applicable permissions, HSWC hereby appoints ABC as SAMO at **Inland Container Depot (CFS/ICD) at Rewari, Haryana** to manage, operate and maintain the HSWC's facility of ICD-cum-CFS at Rewari.

1.2 The activities that are and may be carried on in the Premises and the Facilities include the following:

- i) Handling of import and export cargo including delivery of containers;
- ii) Operate and maintain a buffer yard;
- iii) Operate and maintain a rail head for transporting the containers to Gateway ports vice versa.
- iv) Operate and maintain a container yard for handling of empty containers and carrying out repair facilities including their refurbishing;
- iv) Carry out pre-trip constructions of reefer containers and their storage;
- v) Provide warehousing facilities;
- vi) Provide third party logistics;
- vii) Provide bonded warehouse facilities;
- viii) Survey and inspection of containers;
- ix) Repair yard for equipment and other related equipment;

- x) Any other container handling and transportation service.
- xi) Marketing.

ARTICLE - 2: PERIOD OF THE AGREEMENT

- 2.1.** This contract will be deemed to have commenced on _____ and will be in force up to five years. The decision of HSWC will be final and binding on the SAMO for this purpose.

ARTICLE - 3: COMMENCEMENT OF OPERATION & DELIVERY OF EXISTING FACILITIES

- 3.1** HSWC will offered the authority to SAMO to enter upon the premises at ICD-cum-CFS, Rewari, to take control of the existing facilities as described in Article (2)1.1 and to commence the operations, management and maintenance of the operations at the premises on the day of the signing of the Contract in this regard. The physical possession of the facilities (ICD/CFS) will be handed over to the new SAMO subject to finally vacated by the existing Strategic Alliance SAMO.
- 3.2** The parties will be agreed that the existing facilities on the land, constructed by HSWC will always be the property of HSWC. Similarly the rights, title and interest which HSWC has secured over the land and facilities therein including all assets of whatever description installed therein will always remain with HSWC and SAMO will not claim any rights over the same.
- 3.3** SAMO will duly verified the existing facilities; assets already constructed, assets under construction, design and drawings of such construction, contracts entered into between HSWC and the SAMOs for construction of the said facilities and also all other relevant aspects concerning the land and the facilities as described in Article(2) 1.1. SAMO will not raise any issue on the above against HSWC at any time. SAMO will duly take control of such facilities including the right to supervise the completion of the existing contracts in respect of facilities under construction as on the date of handing over of the facilities to SAMO.

SAMO acknowledges and accepts that the SAMO is taking over the land and existing facilities already constructed by or on behalf of HSWC on as is where is basis after full due diligence in respect of the said facilities and the Contract with the SAMOs for construction of such facilities, design and specifications thereof and the suitability and adequacy of the said facilities for carrying on the activities and/or for effective use of the facilities for the CFS.

ARTICLE-4- RIGHTS AND OBLIGATIONS OF HSWC

- 4.1** Till such time HSWC remains the custodian of the premises in terms of the Customs Act, the related liability and responsibilities will be that of HSWC as a custodian. However, SAMO undertakes to meet all financial liabilities arising thereto including cost recovery of Customs staff, bank

guarantee/bonds to be furnished to Customs, fees or any other statutory charges etc., on back-to-back basis.

- 4.2 HSWC will assist SAMO in taking necessary approvals for transfer of custodianship of the CFS, Rewari to SAMO as per Customs Act.
- 4.3 HSWC will transfer the facilities to SAMO for its smooth and proper functioning, free of all the liabilities on the date of handing over of the facilities to SAMO.
- 4.4 All liabilities and claims arising out of ICD-cum-CFS operations and activities prior to the date of handing over of the facility will rest with HSWC.
- 4.5 All the considerations being received by HSWC by way of license fee for extending part of the facility to any licensee will accrue to SAMO from the date the facility is handed over to SAMO. All such receivables including storage charges/ ground rent/Lease money as are due to HSWC till the date of handing over, will be passed on to HSWC by SAMO.

ARTICLE.5 RIGHTS AND OBLIGATIONS OF SAMO

- 5.1 **SAMO will be entitled to establish such further and additional facilities at the place of operation as the SAMO may from time to time decide as necessary or useful for carrying on the activities mentioned above, provided that:**
 - a. **All such things are undertaken in accordance with the applicable laws.**
 - b. SAMO will not claim any compensation or contribution from HSWC including any adjustment or reduction in the consideration payable to HSWC.
 - c. On the termination of contract in accordance with the terms contained herein, all such additions and accretion will be left in the premises without any damage and the same will vest in HSWC free of cost without any right to or claim by SAMO either for cost or expense or any other compensation. SAMO will, however, be entitled to remove all movable assets brought in by SAMO which are not attached to the earth or the structure at the time of such termination or sooner determination.
- 5.2 All costs, charges and expenses in regard to any work to be undertaken for the facilities including establishing new facilities, their development and improvement, their day to-day management will be borne by SAMO without any liability to HSWC.
- 5.3 SAMO will duly pay all taxes including service tax /GST etc, duties as applicable under the law, in respect of land and facilities and also in respect of the activities being carried on at the facilities without any obligation whatsoever to HSWC, only for the area which is transferred to SAMO.
- 5.4 SAMO undertakes at its cost and expense to carry out periodic maintenance and repair of floors, ceilings, walls, yards, roads and other parts of the facility under their use, as required by Good Industry Practice and to ensure that the utility of the Facility is maintained without deterioration over the period of the Management Contract, save for normal wear and tear.

- 5.5** Continuance of the existing contracts e.g. handling & transportation, security, conservancy etc. will be at the sole discretion of SAMO after the facility is taken over by SAMO.
- 5.6** After SAMO is made custodian of the facility, it will be fully responsible to obtain the necessary clearances and fulfil the requirements of all Central, State and local laws as applicable from time to time. However, till the custodianship is transferred, SAMO as SAMO of the facility will ensure compliance of all the Central, State and local laws as applicable, while HSWC will render necessary assistance in this regard. SAMO will ensure due payment of minimum wages to the workers engaged and also ensure the safety of the workers as required under the ibid laws. SAMO will ensure that necessary records and registers are maintained and the returns filed as required under the various laws as amended from time to time. Notwithstanding the above, all persons engaged to undertake services will be the responsibility of SAMO and they will not have any claim against the HSWC.
- 5.7** SAMO will be responsible and liable for all dealings with third parties including the settlement of all claims of users of the facilities or otherwise arising out of the operations at the premises after taking over the facility and HSWC will not be responsible for the same.
- 5.8** SAMO will be responsible and liable to duly pay and discharge all claims made and penalties and charges imposed by the customs and other authorities in regard to the operation of the facilities after the facility is taken over by SAMO and HSWC will not be responsible for the same.
- 5.9** SAMO will have the first right for using additional warehousing space available in the premises of HSWC, Rewari, on mutually agreed terms & conditions.

ARTICLE - 6: CONSIDERATION

- 6.1.** In consideration of HSWC allowing SAMO to act under a Strategic Alliance with HSWC and to use the land and facilities for commercial purposes as detailed herein above, SAMO undertakes to pay to HSWC the amounts as accepted in the financial bid:

For the purpose of the above, one TEU will mean 20 feet size container and containers more than size 20 feet will be calculated on proportionate basis. The only exception to the liability to pay variable charges will be on Empty containers leaving the Facility, provided they entered the facility in loaded status where per TEU variable fee has already been paid and Empty containers entering the facility provided the containers leave the facility in loaded status and subjected to payment of variable fee on per TEU basis.

- 6.2** In addition to the fixed and variable charges mentioned in clause 6.1 above, it will be the obligation of SAMO to pay and discharge all outgoings of any nature whatsoever concerning the part of the premises taken over by SAMO and the facilities and the activities undertaken including but not limited to license fees, taxes, duties, cess, charges and levies, Central, State, Municipal or local, Insurance charges, water charges, electricity/power consumption charges, custom establishment expenses.
- 6.3** The fixed lump sum fee will be paid on quarterly basis in advance at least 10 days before the beginning of the relevant quarter.

- 6.4** The variable fee will be paid on monthly basis on or before the 10th day of the following month.
- 6.5** Payments mean credit into the designated bank account of HSWC direct by SAMO under intimation to HSWC.
- 6.6** In default of payment of fixed or variable fee by the designated date, i.e., prescribed date, a penalty @ Rs.5/- (Rs. Five only) for every Rs.10,000/- (Rs.Ten thousand only) or part thereof of the outstanding amount per day of delay beyond the prescribed date will be payable by SAMO to HSWC. No credit will be given for over payment but this would be adjustable in the next quarter. Account statement will be supplied by SAMO to HSWC on quarterly basis. An audited statement of traffic movement will be furnished by SAMO to HSWC every year. Any shortfall found in MGT, the difference will be recovered from the SAMO at the rate quoted for Variable. The MGT shall not be below 5000 TEUs per annum.
- 6.7.** (a) SAMO will furnish an irrevocable Bank guarantee of **Rs 50 lacs (Rs. Fifty lacs only)** issued by any scheduled commercial bank in favour of HSWC in the form attached hereto as Exhibit-12 to secure the amount due to HSWC. The Bank Guarantee will be renewed every year and extended during the period of this Contract and for a further period of 6 months beyond. The Bank guarantee will invariably be renewed 30 days in advance before its expiry every year.
- (b) In the event the SAMO fails to make payment of the amount due to HSWC, without prejudice to its other rights, HSWC will be entitled to encash the Bank Guarantee. The encashment of the Bank Guarantee will be without prejudice to HSWC's right to treat the non-payment of the amount by the SAMO on the due date as a breach and terminate the Contract and also to claim penalty for the over-due period as specified in para 6.6 above.
- 6.8** (a) HSWC, at all times, will have the right to appoint an Auditor of its choice to inquire into the operations of SAMO. In the event, the variable fee determined by the Auditor so appointed is at variance with that furnished by SAMO (under the certificate of the Auditor), the SAMO will be responsible to pay the cost and expense of such audit undertaken by HSWC, without prejudice to the other rights of HSWC against the SAMO.
- (b) The SAMO and its officers and representatives including the Auditors of the SAMO will allow due access to HSWC or any person nominated by HSWC to examine the operations and inquire at any time during the currency of the Contract.
- (c) The payment of fixed and variable fee is the essence of the Contract entered into between the parties. In case of default in payment of the amount due, which default is not rectified within the period as mentioned in the Termination Clause, the default will be considered as a material breach of the Contract.
- 6.9** In the event SAMO fails to pay and discharge any of the outgoings to authorities or any third party on due dates, HSWC may in its discretion, pay the amount and in such an event SAMO will be liable to reimburse the amount so paid to HSWC with interest and the failure to do so will be a material breach on the part of SAMO.

ARTICLE - 7: ASSIGNMENT OF FACILITIES

- 7.1.** SAMO will not be entitled to, without the prior written permission from HSWC, assign or transfer its rights and obligations under the Contract to any third party or fulfil any of the obligations assumed under this Contract through any other persons; directly or indirectly.
- 7.2.** SAMO will, in no event, be entitled to create any security or charge over or otherwise in any manner subject the land and the facilities or any other asset at the premises at CFS, Rewari or any other facilities belonging to HSWC for any purpose whatsoever. Performance of SAMO will be reviewed on half yearly basis by HSWC.

ARTICLE - 8: REPRESENTATIONS AND WARRANTIES

- 8.** Each Party will represent and warrant to the other Party that:
- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation/establishment;
 - (b) it has full power and authority to execute, deliver and perform its obligations under the Contract;
 - (c) it has taken all necessary action to authorize the execution, delivery and performance of the Contract;
 - (d) the Contract constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and
 - (e) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under the Contract.

ARTICLE - 9: FORCE MAJEURE

- 9.1** If the performance of obligations under this Contract is prevented, restricted or interfered with by reason of any contingencies which are outside the control of a Party, the Party so affected will not be liable to perform the terms of the Contract to the extent of such prevention, restriction or interference. Such contingencies will be limited to flood, fire, earthquake, explosions, riots, acts of terrorism, acts of Government and war, whether declared or not, or enemy action, strikes, civil commotion and similar events which are absolutely beyond the control of the party and will not include aspects which merely increase the costs or expense of performance or aspects such as labour disputes, all kind of strikes or employee's unrest.
- 9.2** The obligation to perform during the period of and under this Contract will arise again immediately upon the termination of the contingency or such moderation of the contingency so that performance is no longer prevented, restricted or interfered with.
- 9.3** Any party desiring to invoke force majeure will notify the other Party of the occurrence of the contingency in question.
- 9.4** In the event the force majeure situation continues for a period exceeding 180 days either party may terminate the Contract by giving 30 days notice to the other party and on the expiry of the notice period the Contract will terminate for all intent and purposes and subject only the consequences

provided in Article 11.

ARTICLE – 10: TERMINATION

- 10.1** The Contract will terminate on the following events:
- (i) by efflux of time on the expiry of the period of the Contract unless the Contract is extended for further period;
 - (ii) as provided in clause No. 10.2 below;
 - (iii) on the continuation of force majeure as provided in Article 9.
- 10.2** SAMO will be in breach of the Contract in the following events:
- (i) failure to pay any of the amounts due to HSWC on time as required under the Contract and if SAMO fails to cure the failure within 10 days of the receipt of the notice of default from HSWC;
 - (ii) SAMO is in default of performance of any of the other material obligations hereunder and such default has a material adverse effect on the operations of CFS and such default continues for a period of 15 days after receipt of notice by SAMO from HSWC enlisting such default and remedy for such default after end of cure period as mentioned in the notice; or
 - (iii) Passing of any winding up order or appointment of a liquidator, provisional or otherwise, administrator, trustee or receiver of the whole of the undertaking of the SAMO by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings and such legal proceedings are not dismissed within 60 days;
 - (iv) SAMO being disqualified under any other applicable law or applicable permits to effectively carry on the activities under the Contract; or
 - (v) Abandoning or unilateral withdrawal of SAMO from the Contract.

ARTICLE-11: CONSEQUENCES OF TERMINATION

- 11.1** Upon the expiry of this Contract or its sooner determination for any reason whatsoever contained herein, the SAMO will on such termination or determination duly hand back the vacant and peaceful possession of the premises with all the facilities therein to the satisfaction of the HSWC.
- 11.2** In the event SAMO fails to hand over the facilities at the premises and cease to use the premises on the termination or sooner determination of the Contract, without prejudice, HSWC can clear the premises under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, at the sole risk and costs of the SAMO. SAMO will further be liable to compensate HSWC for unauthorized use and occupation of its premises at such rate to be determined by HSWC, which will be final and binding upon SAMO. This rate of compensation will not be below Rs. 50,000/- (Rs. Fifty thousand only) and not above Rs. 1.00 lakh (Rs. One lakh only) per day of such unauthorized use and occupation of the premises which will be assessed and determined by HSWC. In addition, SAMO will be liable to pay the prescribed fee - both fixed & variable - under Article 6, till the actual day of handover of the facilities described in Article 1 to HSWC.

ARTICLE-12: LIABILITY AND INDEMNITY

- 12.1** SAMO will, at all times, be liable and responsible for the due fulfilment of any and every obligations assumed towards HSWC as if each of them have individually entered into this Contract with HSWC.
- 12.2** SAMO will duly fulfill and maintain the conditions contained in the Contract and will not withdraw from the project without the prior approval of HSWC.
- 12.3** SAMO will at all times indemnify and hold HSWC harmless from any claim, loss, damage, cost and expense which HSWC may suffer or be subjected to as a result of any thing done or performed or caused to be done or performed or omitted to be undertaken by SAMO in regard to the premises, the facilities or activities of ICD-cum- CFS at Rewari.

Article-13: DISPUTE RESOLUTION

13.1 Amicable Resolution

- i. This Contract shall be governed by the Laws of India for the time being in force. The courts at Panchkula, Haryana shall have exclusive jurisdiction for settlement of any dispute arising out of this contract.
- ii. In case of any dispute the MD, HSWC is at sole discretion to appoint an arbitrator to resolve such dispute by way of appointment of an arbitrator as per the provisions contained in Arbitration and conciliation Act, 1996. The dispute so referred to arbitrator will be decided by the arbitrator within 6 months.

ARTICLE-14: GOVERNING LAW AND JURISDICTION

- 14.** *This Contract will be construed and interpreted in accordance with and governed by the laws of India. The Courts at Panchkula, Haryana will have jurisdiction over all matters/disputes/differences arising out of or relating to this Contract.*

ARTICLE-15: SURVIVAL OF OBLIGATIONS

- 15** Any cause or action which may have occurred in favour of either Party or any right which is vested in either Party under any of the provisions of the Contract, during the period of the Contract, as the case may be, as a result of any act, omission, deed, matter or thing done or omitted to be done by either party before the expiry of the Contract by efflux of time or otherwise in accordance with the provisions of the Contract, will survive the expiry /termination of the Contract.

ARTICLE-16: SEVERAL OBLIGATIONS

- 16.** Nothing contained in the Contract will be construed to create an association, trust, partnership, agency or joint venture among the parties and the parties will be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of the Contract.

ARTICLE-17: SEVERABILITY

17. If, for any reason whatsoever, any provision or any part(s) of the Contract is held or will be declared to be void or illegal or invalid under present or future laws or regulations, effective and applicable during the tenure of the Contract, by any competent arbitral tribunal or court, such provisions will be fully separable and the Contract will be constructed as if such provision or such part(s) of the Contract never comprised part of the Contract and the remaining provisions of the Contract will remain in full force and effect and will not be affected by such void or illegal or invalid provision or by its severance from the Contract.

ARTICLE-18:WAIVER

18. No waiver of any term or condition or of the breach thereof by any party will be valid, unless expressed in writing and signed by such party and communicated by such party to the other party in writing. A waiver by any party of any term or condition or breach thereof in a given case will not be deemed or construed as a general waiver of such term or condition or the breach in the future, or waiver of any other terms or conditions or breach of the Contract.

Signature of the authorized
representative of the bidder
with seal



HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT – 12
MODEL FORM OF BANK GUARANTEE BOND
(TO BE ISSUED BY NATIONALISED/SCHEDULED BANK)

To
The Managing Director,
HARYANA STATE WAREHOUSING
CORPORATION, Panchkula,
Haryana

In consideration of the Haryana Warehousing Corporation, Panchkula (hereinafter called 'the HSWC') having agreed to enter into a Strategic Alliance for total Management & Operations of ICD/CFS, Rewari with the _____. (hereinafter called 'the SAMO) and the SAMO having agreed to produce a bank guarantee of Rs.2.00 crore (Rs. Two Crore only) with HSWC as per the terms and conditions of the agreement dated_____ made between HSWC & SAMO for Strategic Alliance for total Management & Operations of ICD/CFS, Rewari (hereinafter called the agreement).

We, _____{indicate the name of Bank} (hereinafter referred as 'the bank)' having its office at ,_____ at the request of SAMO do hereby undertake to pay to the HSWC an amount not exceeding Rs.2.00 crore (Rs. Two Crore only) against any loss or damage caused to or suffered or would be caused to or suffered by HSWC by reason of any breach by SAMO of any of the terms or conditions contained in the said agreement.

2. We, _____(indicate the name of bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a written demand from HSWC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the HSWC by reason of breach by SAMO of any of the terms or conditions contained in the said agreement or by reason of SAMO's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, the liability of the bank under this guarantee shall be restricted to an amount not exceeding Rs.2.00 crore (Rs. Two Crore only).

3. The bank undertakes to pay to the HSWC any money so demanded notwithstanding any dispute or disputes raised by SAMO in any suit or proceeding pending before any court or tribunal relating there to, our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be valid discharge of the bank's liability for payment thereunder and SAMO shall have no claim against the bank for making such payment.

4. We, _____(indicate the name of bank) further agree that the guarantee herein contained shall remain in 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 HSWC under or by virtue of the said agreement have been fully paid & its claim satisfied or discharged or till _____. The liability of the bank will cease under this guarantee when HSWC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the SAMO. Unless a demand or claim under this guarantee is made on the bank in writing within _____months from the date, HSWC becomes entitled to claim the same under the terms of the agreement; the bank shall be discharged from all liabilities under this guarantee thereafter.

5. We, _____(indicate the name of bank) further agree that HSWC shall have the full liberty without the bank's consent and without affecting in any manner the bank's obligations hereunder to vary any of the terms and conditions of the said agreement or extend time of performance by the SAMO from time to time or to postpone for any time or from time to time any of the powers exercisable by HSWC against the SAMO and to forebear or enforce any of the terms and conditions relating to the said agreement and the bank shall not be relieved from their liability by reason of any such variation, or extension being granted to the SAMO or for any forbearance, act or omission on the part of HSWC or any indulgence by HSWC to the SAMO 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 the bank.

6. This guarantee will not be discharged due to the change in the constitution of the bank or SAMO or even if the SAMO goes into liquidation and shall ensure to the benefit of its successor and assign and shall be binding on the successors and the assigns of the bank.

7. This Bank Guarantee will remain operative initially for a period of one year with additional claim period of six months and shall be renewed thereafter on yearly basis from time to time during the entire period of the contract agreement equivalent to yearly escalated minimum committed amount till the continuation of management contract and shall invariably be renewed 30 days in advance before its expiry every year so that it will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/termination of the contract or till HSWC certifies that the terms & conditions of the said agreement have been fully and properly carried out by SAMO so as to satisfy the claims of HSWC against the SAMO, if any, for the contract 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 HSWC in writing.

9. This branch (Guarantee issuing branch) is competent to issue this guarantee and is also empowered to encash the claim of the Corporation without reference to or prior approval of higher level or higher officer(s) of the Bank.

In witness whereof the bank, has put its seal the day and year first herein above written.

Signed by _____
For and on behalf of the guarantor,
the bank duly authorized to do so
and to affix the seal of the bank
in presence of _____



HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT-13
UNDERTAKING FOR MINIMUM GUARANTEED THROUGHPUT
(ink signed)

Date:

Place:

The Manager Business
HARYANA STATE
WAREHOUSING CORPORATION,
Punchkulla, Haryana

Dear Sir,

**Sub: Tender for appointment of SAMO at HSWC
Inland Container Depot (ICD)-cum Container Freight
Station(CFS) at Rewari, Haryana- reg.**

This has reference to the proposal being submitted by [name of bidder], I/we hereby commit an annual Minimum Guaranteed Throughput(MGT) of 5000 TEUs (Import & Export loaded containers) per annum. In case any shortfall is noticed, the HSWC is entitled to recover the differential amount @ rate quoted for variable per TEU as per the terms and conditions of the TENDER document.

For and on behalf of:

Signature:

(Authorized Signatory)

Name of the Person:

Designation:



HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT-14 PRE-CONTRACT INTEGRITY PACT

General

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, the Haryana Warehousing Corporation, P a n c h k u l a , H a r y a n a , acting through Managing Director, Haryana Warehousing Corporation (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to appoint Handling and Transport contractor/Strategic Alliance Management SAMO (SAMO) at _____ and the BIDDER is willing to execute the items of work /Section as per schedule of work, the work order issued General conditions of the contract of HSWC.

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

NOW, THEREFORE,

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



HARYANA STATE WAREHOUSING CORPORATION

CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Corporation

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

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

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

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

3. Commitments of Bidders

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



HARYANA STATE WAREHOUSING CORPORATION

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



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- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

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

- (i) To immediately call off the pre-contract negotiations without

assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation/rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of five years, which may be further extended at the discretion of the CORPORATION.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

6.1 The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (viii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.2 The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

7 **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The Place of jurisdiction shall be at Panchkula.

8 **Other Legal Actions**

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

9 **Validity**

9.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 7 years or the complete execution of the contract to the satisfaction of both the Corporation and the BIDDER/Seller, including extended period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

10 The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION
Name of the Officer
Designation

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

2. _____



HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT-15

UNDERTAKING

(OF NO PENDING CASE/NON-CONVICTION OF ANY OFFENSE)

I _____, S/oD/o____,resident of_employed as _____

in the capacity of Director/Owner of the company/partner of the partnership firm do hereby certify that there are no administrative and/or criminal case pending before any court/authorized body, against me/any of partner of firm/any of directors of Company/ Joint Venture/Consortium/in the name of firm in the last six months.

Date:

(Authorized Signatory)

HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT-16

Pro-forma for Declaration of Non-Blacklisting

Covering Letter from bidder

(To be submitted on Bidding company letter head)

Dated:

To,

**The Managing Director,
HARYANA STATE WAREHOUSING CORPORATION,
Panchkula, Haryana**

Subject: Declaration for Not Blacklisted with reference to Tender No.

.....

With reference to the above mentioned tender, we hereby confirm that we have not been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government or under GST as on Bid calling date.

Yours faithfully, For

(Bidders Name)

Authorized Signatory



HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT-17

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



HARYANA STATE WAREHOUSING CORPORATION

EXHIBIT-18

Format of Solvency Certificate

Format 1

No..... To
.....
.....

This is to state that to the best of our knowledge and information, Mr. / Ms. / M/s
..... a customer of our Bank is respectable and can be treated as good up to a sum
of Rs..... (Rupees in words).

It is clarified that this information is furnished without any risk and responsibility on our
part in any respect whatsoever more particularly either as guarantor or otherwise. This
certificate is issued at the specific request of the customer.

Place: Date:

For BANK MANAGER

(Signed and Stamped)

OR

Format 2

No..... To
.....
.....

This is to certify that as per information available, Shri / Smt. / Ms....., is
solvent upto Rs..... (Rupees
.....). This certificate is valid for the period from
..... to This certificate is issued without any guarantee
or responsibility on the part of the Bank or any of its employees.

Place:

For Bank

Manager

Date:

(Signed and Stamped)

VOLUME-II

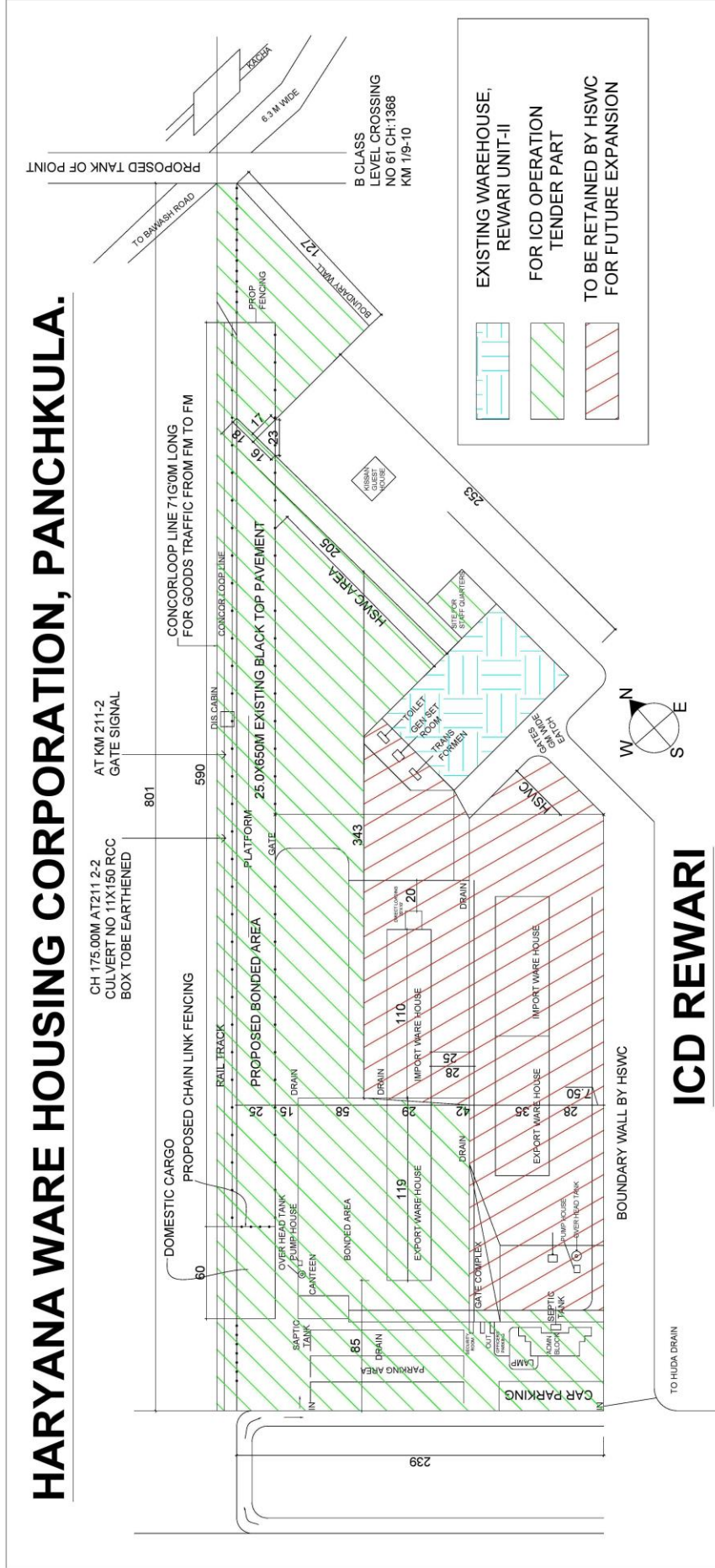
PROJECT INFORMATION

Name of the project:- Container Freight Station –cum- Inland Container Depot, HSWC, Rewari(Haryana)

- i) Import/Export Warehouse area of 2926 sq. meter.
- ii) Built up platform in 6.6 acre of land for using as railhead.
- iii) Custom Bonded area with fencing.
- iv) Two Container parks.
- v) Administrative block with facility of cabins for Customs/SAMO staff/CHAs, canteen, parking, Transformer, Gen Set Rooms & Toilet Block in the area adjacent to open yard, etc.
- vi) Fire Fighting Tank, Pump House and Overhead Tank behind the Administrative Building. However HSWC would also be allowed the usage of these facilities for its general warehousing.

The site plan indicating the above facilities/area is attached.

HARYANA WARE HOUSING CORPORATION, PANCHKULA.



EXISTING WAREHOUSE, REWARI UNIT-II

FOR ICD OPERATION TENDER PART

TO BE RETAINED BY HSWC FOR FUTURE EXPANSION



ICD REWARI

End of Document:~

**HARYANA STATE WAREHOUSING
CORPORATION**

Bay No. 15-18, Sector -2, Panchkula, Haryana