NOTICE INVITING BID

RSWC invites two part e-tender for managing and operating of RSWC Warehouses under Public Private Participation (PPP) Model at 71 locations (3 Clusters) in state of Rajasthan for estimated tender cost of Rs. 442.62 Cr for a period of 10 Years. Interested eligible bidders may submit their Bids on state e-procurement website: - eproc.rajasthan.gov.in through e-tendering process as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description Tender events</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of issue of the tender document/ NIB</td>
<td>12.03.2020</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-bid meeting &amp; briefing on e-tendering Procedure</td>
<td>24.03.2020 at 04 to 5.00p.m.</td>
</tr>
<tr>
<td>3.</td>
<td>Last date &amp; time of submission of queries of Pre-bid meeting by prospective bidders</td>
<td>24.03.2020 up to 6.00 P.M.</td>
</tr>
<tr>
<td>4.</td>
<td>Issue of modification/addition etc., if any, after pre-bid meeting</td>
<td>31.03.2020</td>
</tr>
<tr>
<td>5.</td>
<td>Last Date &amp; Time for bid submission</td>
<td>15.04.2020 up to 6.00 P.M.</td>
</tr>
<tr>
<td>6.</td>
<td>Submission of Tender fee, Bid processing fee and Bid security at RSWC, HO, Jaipur</td>
<td>16.04.2020 upto 02.00 PM</td>
</tr>
</tbody>
</table>

Technical bids to be opened 16.04.2020 at 4.00 p.m. at RSWC, H.O., Jaipur. For detailed bid document and other conditions, bidders are advised to visit websites eproc.rajasthan.gov.in., sppp.rajasthan.gov.in and rswc.rajasthan.gov.in. RSWC reserves rights to accept/reject any or all bids without assigning any reason.

(Surdeep Singh)
Jt. Director (Development)
RAJASTHAN STATE WAREHOUSING CORPORATION
(A Government Undertaking)
Head Office: Bhawani Singh Road, Jaipur 302015

Notice Inviting Bid No. HO/BP/12(53)/PPP/2019/3039  Dated: 12.03.2020

Tender Document
For
Managing and Operating of RSWC Warehouses under Public Private Participation (PPP) Model

Issue Date: 12.03.2020
Submission Deadline: 15.04.2020 up to 6:00 PM
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<tr>
<th>S. No.</th>
<th>Description</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>1.</td>
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<tr>
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<td>15.04.2020 up to 06.00 PM</td>
</tr>
<tr>
<td>6.</td>
<td>Technical bids opening Date &amp; Time</td>
<td>16.04.2020 at 04.00 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Warehousing Capacity Offered</td>
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<tr>
<td></td>
<td>Cluster 1</td>
<td>371220 MT.</td>
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<td></td>
<td>Cluster 2</td>
<td>346780 MT.</td>
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<td></td>
<td>Cluster 3</td>
<td>258100 MT.</td>
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<td></td>
<td>Total</td>
<td>976100 MT.</td>
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<tr>
<td>8.</td>
<td>Estimated Tender Cost</td>
<td>Rs. 442.62 crores</td>
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<tr>
<td>9.</td>
<td>Bid processing fee in form of DD/ Banker’s Cheque in the name of MD, RISL, payable at Jaipur</td>
<td>Rs. 1,000/-</td>
</tr>
<tr>
<td>10.</td>
<td>Tender cost in form of DD/Banker Cheque in the name of Rajasthan State Warehousing Corporation, payable at Jaipur.</td>
<td>Rs. 10,000/- + GST @ 18 % = Rs. 11,800/-</td>
</tr>
<tr>
<td></td>
<td>Bid Security in form of DD/ Banker Cheque/ Bank Guarantee as per tender document in the name of Rajasthan State Warehousing Corporation, payable at Jaipur.</td>
<td>Rs.8.85 crores</td>
</tr>
<tr>
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</tr>
<tr>
<td>12.</td>
<td>Last date and time for submission of Bid processing fee, Bid Security and Tender cost physically at RSWC, HO, Jaipur.</td>
<td>16.04.2020 at 02.00 PM</td>
</tr>
</tbody>
</table>

Note: - Only one senior level authorized person from each participating firm along with written authority letter to participate with his/her identity credential is allowed.
Disclaimer

1. The information contained in this tender document to the bidders, in documentary form or otherwise by or on behalf of RSWC or any of their employees is provided on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided.

2. This NIT is neither an agreement nor an offer by RSWC to the prospective bidder or any other person. The purpose of this NIT is to provide interested parties with information to assist in the formulation of their Bid and Proposals for selection, pursuant to this NIT.

3. This NIT includes statements, which reflect various assumptions and assessments arrived at by RSWC in relation to the work. Such assumptions and statements do not purport to contain all the information that each bidder may require. This NIT may not be appropriate for all persons, and it is not possible for RSWC, their employees to consider the work objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT may not be fully complete, accurate, adequate or correct and each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and bring the same to the notice of Authority in pre bid meeting.

4. RSWC may in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information, assessment or assumption contained in this NIT.

5. The issue of this NIT does not imply that RSWC is bound to select any offer or award any work to bidder and reserves the right to reject all or any of the bidder without assigning any reasons whatsoever.

6. RSWC reserves the right to change any or all the provisions of NIT. Such changes shall be intimated to all the bidders.

The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from below mentioned websites:

- http://eproc.rajasthan.gov.in
- http://sppp.rajasthan.gov.in
- http://agriculture.rajasthan.gov.in/content/agriculture/en/RSWC_dep.html

Note: The bidders are advised to obtain digital signature and register themselves at http://eproc.rajasthan.gov.in in advance. **Please note that RSWC in no way be held responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.**
PART A

TECHNICAL BID
1. GENERAL

Rajasthan State Warehousing Corporation (RSWC) was established on 30th December, 1957. It is a Government undertaking, having its Head Office at Jaipur, and is mandated for the warehousing of food grains like wheat, pulses, millets and sorghums etc., for the Food Security of the State and the Country. RSWC has presently a network of warehouses supporting the aspirations of the State for the cause of Food Security.

RSWC invites tenders from eligible bidders for provision of providing warehouse management and operation services jointly with RSWC and to develop an efficient warehousing system and infrastructure on revenue sharing basis for a period of ten years for RSWC owned and leased warehouses in the state proposed as per annexure I-A, I-B and I-C.

Both the parties RSWC and the successful bidder, will work together towards providing various facilities to farmers, traders and other trade participants related to agri/ non agri/ commodities and to provide better storage facilities to farmers and traders and other trade participants and to facilitate availability of finance and evolve functional models for the purpose of development of an efficient warehousing system.

RSWC and the successful bidder wish to cooperate in order to jointly work towards development of warehousing system encompassing specialized warehousing infrastructure functionalities and services.

2. DEFINITIONS

In this Agreement, the following words and expressions shall, unless 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 succeeding calendar year;

“Agreement” means (a) this Agreement including its Recitals, the Schedules, Annexure, any amendments thereto; (b) Technical qualifications of the two stage bidding document, if any, thereto; (c) the bid documents submitted by the Bidder in response for the two stage bid process; and (d) the LOA issued by the Authority and any amendments thereto;

“Applicable Laws” means all laws, promulgated or brought into force and effect by Government Of India (GOI) or Government of Rajasthan in which the Project is coming up including regulations, rules, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearance, permits, authorizations, consents, no-objections, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement,
construction, operation and maintenance of the Project during the subsistence of this Agreement;

"Applicant" means the interested bidder participating in this bid to become bidder for RSWC.

"Authority" means Rajasthan State Warehousing Corporation, Jaipur.

"Authority’s Representative" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement.

"Bank" means any scheduled bank incorporated in India.

"Bid" means the documents in their entirety comprised in the bid submitted by the bidder in response to the Bid document in accordance with the provisions thereof.

"Bidder" means a person or organization or applicant participating in a procurement process with a procuring entity.

"Bid Security" means the security provided by the bidder to the Authority along with the Bid as per the Bid Document.

"Agreed locations" means locations as mentioned in annexure 1-A, 1-B and 1-C of this bid document and owned capacity which is offered by the successful bidder in the bid where warehousing services and facilities will be provided jointly by successful bidder and RSWC.

"RSWC" means Rajasthan State Warehousing Corporation.

"Designated Bank Account" means such account of the Bidder in a Bank identified for the purpose of receipt of all the dues from the Authority.

"Document" or “Documentation" means documentation printed or in written form or in electronic storage devices like tapes, discs, drawings, computer programmes, written reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Emergency” means a condition or situation that is likely to endanger the security of the individuals on or about the Project including users thereof or which presents an immediate threat of material damage to any of the Project Assets and the Food Grain stock stored in the Warehousing Complex;

"Encumbrances" means, in relation to Project Assets, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, attachment, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project;

"FCI" means Food Corporation of India.

"Financial Close" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Documents.
“Financial Year” means the year starting from 1 April of year and ending on 31st March of the succeeding year;

“GOI” means the Government of India;

“Good Industry Practice” means those practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the similar type of undertaking as envisaged under this Agreement and acting in accordance with the Applicable Laws.

"Material/Major Breach" means when there is a failure to perform a part of contract that permits other party of contract to ask for damage because of the breach of contract that has occurred.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;


“Rs.” Or “Rupees” Or “INR” means the lawful currency of the Republic of India.

“Services” means those services to be performed by the successful bidder under this Agreement.

“Statutory Auditors” means firm of Chartered Accountants duly licensed to practice in India acting as independent statutory auditors of the bidder under the provisions of the Companies Act, 1956/Companies Act, 2013 including any statutory modification or re-enactment or replacement thereof, for the time being in force and duly appointed by the bidder.

“Taxes” means any Indian statutory taxes and duties charged, levied or imposed on the goods, materials, equipment and services incorporated in and forming part of the Project, on the construction thereof and on the Project Assets, but excluding any taxes and duties on corporate income and any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

"Successful Bidder" means the bidder whose bid to perform the contract is accepted by RSWC.

“Termination” means the termination of this Agreement hereunder prior to the stipulated completion Date;

“Termination Date” means the date on which this Agreement hereunder is terminated by a Termination Notice;

“Termination Notice” means the communication issued in accordance with this Agreement by RSWC to the successful bidder terminating this Agreement;

Any expression not defined above shall have the meaning as defined or described under the appropriate provisions of the Agreement.
3. MAIN OBJECTIVES OF THE TENDER

This tender is intended to seek service for Managing and Operating of RSWC Warehouses under Public Private Participation (PPP) model for the proposed locations, grouped into 3 clusters as cluster:-1, cluster:- 2 and cluster:- 3 as per Annexure I-A, I-B and I-C for the purpose have been explained in the Bid document.

4. THE FEES PAYABLE

The bidder will submit the following fee, as per tender documents, personally/through authorized representative at RSWC, HO, Jaipur up to 16.04.2020 before 02:00 PM.

(i) **Cost of tender** of Rs 10,000/- + 18% GST = Rs. 11,800/- by DD/ Banker Cheque in the name of Rajasthan State Warehousing Corporation, Jaipur.

(ii) **Tender processing fee** of Rs. 1000/- by DD/Banker Cheque in the name of MD, RISL, Payable at Jaipur

(iii) **Bid Security/ Earnest Money** of Rs. 8.85 Crore in form of DD/ Banker Cheque/ Bank Guarantee as per tender in the name of Rajasthan State Warehousing Corporation, Jaipur.

In case of bidder does not submit the above fee before stipulated date and time, its tender shall summarily be rejected, for which the bidder shall be responsible solely.

All the hard copies/original, of all documents as uploaded in e-tender document may be demanded by RSWC at any point of time during the tender process & afterwards.

5. ELIGIBILITY CRITERIA

The bidders who fulfil the minimum eligibility criteria alone shall apply. The minimum eligibility criteria for the bidders are as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility Criteria</th>
<th>Documents required</th>
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<tbody>
<tr>
<td>1.</td>
<td>The Bidder shall have an experience not less than 5 years ending 31st March 2019, in the field of providing warehousing services of agri commodities.</td>
<td>Registration certification of the firm/ Partnership deed/ Certificate of incorporation etc., as applicable &amp; Certificate from a Chartered Accountant certifying warehousing services of agri commodities.</td>
</tr>
<tr>
<td>2.</td>
<td>The bidder shall be a proprietorship/ partnership firm OR Limited Co. OR Private Limited Co., having a registered establishment in India.</td>
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<td>3.</td>
<td>The minimum average annual turnover of the bidder from Warehousing Management services for last three financial years, i.e., FY 2016-17 to FY 2018-19, must be not less than Rs. 55.00 Crore.</td>
<td>Certificate from a Chartered Accountant certifying the turnover and net worth with its ICAI Registration Number &amp; Seal</td>
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<td>4.</td>
<td>The net worth of the bidder as on 31st March 2019 should be at least Rs. 44.00 crore.</td>
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5 i. The bidder (either directly or through its 100% owned subsidiary) should have experience in preservation, maintenance and storage of not less than 4.00 Lac MT on an average basis for last 3 Financial years (i.e.: 2016-17 to 2018-19) of MSP procured food grain, pulses, oil seeds etc of Central/state government agencies at par with CWC/SWC/FCI NAFED etc. in any state/union territory across India.

ii. The bidder (either directly or through its 100% owned subsidiary) should have at least 1 NABL accredited laboratory for testing and certification of agri commodities.

iii. The bidder must have tie-up with at least 5 nationalized/ scheduled banks in India for offering WHR based finance or collateral management services.

iv. The bidder must have experience of NCDEX or MCX or any other commodity exchange warehouse service provider business for last three financial years ending on 31st March, 2019.

6 The bidder should have registered number of

i. GST Registration

ii. PAN

7 Bidder Should:-

a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

b) Comply with the code of integrity as specified in the bidding document.

c) Not have a conflict of interest in the procurement in question as specified in the bidding document.

i. Experience certificate of related work from central/state government agencies at par with CWC/SWC/FCI NAFED etc.

ii. NABL certificate mentioning address of laboratory owned by bidder.

iii. Agreements with banks for offering WHR based finance services.

iv. Registration Certificate issued by NCDEX or MCX or any other commodity exchange in the name of the bidder firm.

i. GST Registration number

ii. PAN number

A self certificate letter as per self Declaration.


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<td>d)</td>
<td>Not have been blacklisted or debarred by any central/state government or by any other public sector undertaking/Bank in last 05 years from the last date of submission of bid.</td>
</tr>
<tr>
<td></td>
<td>A self certificate letter as per self Declaration.</td>
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</tbody>
</table>

6. SUBMISSION OF BIDS:

The bids should be submitted as per e-tendering process on the website [https://eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in). Every bidder will submit a single bid for all the three clusters (Annexure I-A, I-B and I-C) and total offered capacity by RSWC in the bid for joint operation and management.

7. TECHNICAL BID:

7.1 The technical bids as under should be submitted as per e-tendering process on the website [https://eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in):

   a) Technical bid document along with all its Annexure serially numbered, digitally signed by the bidder.
   b) Bank Guarantee/ Demand draft/ Bankers Cheque towards Bid Security.
   c) Demand draft/ Bankers Cheque/ towards Bid Processing Fee and tender cost.

7.2 Financial proposal must be quoted and uploaded separately in the Financial Bid only and not at anywhere in Technical Bid. Bids which do not comply with these instructions are liable to be rejected.

7.3 The bidders shall not incorporate any condition in the bid and conditional bids, which are not submitted strictly in accordance with the Bid terms, are liable to be rejected.

7.4 It should clearly be understood by the bidder that no opportunity shall be given to alter, modify or withdraw any offer at any stage after final submission of the bids. However, to assist in the scrutiny, evaluation and comparison of offers, RSWC may, at its discretion, ask any or all bidder’s clarification(s) in respect of any particular information furnished in their offers. The request for such clarifications and response will be in writing.

7.5 A bidder can submit only one proposal. If the Bidder submits more than one proposal, all such proposals shall be disqualified.

7.6 While preparing the Technical and Financial Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect or the bidder has hidden facts then RSWC reserves the right to initiate appropriate legal proceedings including termination of the contract & forfeiture of performance security.

7.7 If any of the attached documents are found to be false/ forged/ fabricated, the bid security amount deposited by the bidder, shall be forfeited without prejudice to the right of the corporation to proceed against the bidder legally.

Page 11 of 54
7.8 Bidder must examine all terms and instructions included in the Bid Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.

7.9 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the RSWC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

7.10 The RSWC shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.

7.11 All the costs and expenses associated with the assignment shall be included in the Financial Proposal.

7.12 Under this bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney shall be duly notarized by a Notary Public.

8. BID SECURITY

8.1 Each bid must be accompanied by a valid Bid Security of Rs 8.85 Crores (Rs Eight crore eighty five lac only) in the form of a Demand Draft/ Banker's Cheque/ Bank Guarantee (unconditional and irrevocable bank guarantee) issued by a Nationalized/Scheduled Bank payable at Jaipur and submitted physically up to 16.04.2020 before 02:00 PM at Rajasthan State Warehousing Corporation, Head Office, Bhawani Singh Road, Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid. RSWC shall not pay any interest on the Bid Security. Bids not accompanied by Bid Security shall be summarily rejected.

If any bidder modifies his offer, or terms & conditions thereof, after submitting bid for any reason what so ever during the Bid process, the Bid Security deposited by the bidder shall stand forfeited without prejudice to any other rights and remedies of RSWC against the bidder under the contract and law and the Bidder shall be liable for any loss suffered by RSWC on account of such withdrawal/ modification etc. and the bidder will also be debarred from participating in any other Bid Enquiry with RSWC for a period of three years.

The bank guarantee presented as bid security will be got confirmed from concerned issuing bank.

The Bid security (without interest) shall be returned to all unsuccessful bidders within a period of 30 days from the date of execution of agreement with successful bidder. However in case, the Bid is disqualified during technical evaluation, the Bid security will be refunded without interest within 15 days of technical disqualification of the bidder. No interest shall be payable on Bid security, in any case. Relevant provisions of RTTP Act, 2012 and RTTP Rules, 2013 shall be applicable.
9. PERFORMANCE SECURITY

The amount of performance security shall be 5% (five percent) of the estimated cost of share for the amount of total work allotted. Performance security shall be furnished in form of Bank Draft or Banker's Cheque or Bank Guarantee (unconditional and irrevocable bank guarantee) of Nationalized/Scheduled Bank payable at Jaipur. In case of Bank Guarantee, it shall be got verified from the issuing bank. Performance security furnished in the form of BG, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder.

In case Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the successful bidder to the Corporation as a part of Performance security and the Bank goes into liquidation or for reason unable to make payment against the said BG the loss caused thereby shall fall on the successful bidder and the successful bidder shall forthwith on demand furnish additional security to the Corporation to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the RSWC and the successful bidder, and the payment, under the Guarantee Bond by the bank to the Corporation shall not wait till the disputes are decided. The bank shall pay the amount under the guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is required to meet the recovering due or likely to be due from the successful bidder. The demand so made shall be conclusive as regards to amount due and payable by the Bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the successful bidder.

The Bank Guarantee shall remain valid up to specified date in bank guarantee unless extended on demand by the Managing Director which may include the period of completion of the contract and Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the BG including the extended period.

After satisfactory completion of the contract and clearance of all dues by the successful bidder, the Managing Director or duly authorized officer will discharge the BG after expiry of the original or the extended period as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be the matters between the successful bidder & the Bank. Corporation is not concerned with any interest accruing to the successful bidder on any form of the Security (primary or collateral) lodged by him with the Bank or any sums payable to securities obtained by the Bank as counter guarantee to secure its own position. These will be matters between the Bank and the Successful bidder.

The performance security shall be refunded to successful bidder as per rules on the completion of the contract as per terms and conditions. Relevant provisions of RTTP Act 2012 and RTTP Rules, 2013 shall be applicable.
10. RISK AND COST CLAUSE

The Competent Authority as per rules may, without prejudice to his rights against the successful bidder, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed. By notice in writing, absolutely determine the contract in any of the following cases:-

i. If the successful bidder, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order

ii. If the successful bidder commits breach of any of the terms and conditions of this contract.

When the successful bidder has made himself liable for action under any of the cases aforesaid, the Managing Director or duly authorised officer on behalf of the RSWC shall have powers to determine or rescind the contract, as aforesaid of which determination or rescission notice in writing to the successful bidder under the hand of the officer shall be conclusive evidence upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Corporation.

11. RECOVERIES FROM THE SUCCESSFUL BIDDER

Whenever any claim against the successful bidder for the payment of a sum of money arises out of or under the contract, the RSWC shall be entitled to recover such sum by appropriating, in part or whole of the security deposit of the successful bidder. In the event of the security being insufficient or if no security has been taken then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the successful bidder under this or any other contract with the RSWC. If this sum is not sufficient to cover the full amount recoverable, the successful bidder shall pay to the RSWC on demand the balance remaining due.

The RSWC shall further have the right to affect such recoveries under PDR Act.

12. OPENING OF BIDS

Technical Bids opening would take place at Rajasthan State Warehousing Corporation, Head office, Jaipur at the time and the date indicated in the Bid document. After technical bid’s evaluation, Price Bids of only technically qualified bidders will be opened at the time and place for which separate information will be given to the successful bidders. The bids will be opened through e-tendering process both for technical and financial bids.
13. BID EVALUATION CRITERIA

A Two part bid procedure shall be adopted in evaluating the proposals. Technical proposals of the bidders shall be opened after ensuring that all payables Bid Security, Tender Cost and Tender Processing Fees are received within prescribed time limit. After the technical evaluation is completed, the Financial Bids of technically qualified bidders shall be opened. The time and date of opening the Financial Bids shall be communicated separately. Financial Bids of the bidders, who fail to qualify in the technical evaluation, shall not be opened. The successful offer shall be the most advantageous offer to RSWC.

14. ENQUIRIES/ CONTACT DETAILS

All enquiries related to this tender are to be directed, in writing, to the contact person at the mailing address or by email:

Contact Person : Joint Director (Development)
E Mail address : rsweho@gmail.com
Phone No. : 0141-2564428.
Mailing Postal Address : Head Office, Bhawani Singh Road, Jaipur 302015
Website : www.rswc.rajasthan.gov.in

15. ROLES AND RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

i. To obtain warehousing license under applicable laws for the time being in force.

ii. To handle receipt, storage, custody and release of commodities/goods/stocks.

iii. To sign warehouse/storage receipt for the commodities stored at proposed locations as mentioned in Annexure I-A, I-B and I-C jointly by the authorized signatory of both the Parties.

iv. To make arrangements for taking adequate insurance coverage for the commodities stored the proposed locations as mentioned in Annexure I-A, I-B and I-C.

v. To be responsible for quality and quantity of the commodities deposited at the proposed locations as mentioned in Annexure I-A, I-B and I-C.

vi. To bear the cost of installation of Warehouse Management software to be installed at proposed locations under agreement with the successful bidder and successful bidder shall provide hardware, training etc to its staff. All the cost of hardware, training etc will be borne by the successful bidder.

vii. To undertake commodity funding through various Banks and the revenue arising from such transactions will be shared with RSWC as provided in Annexure III.

viii. To set up testing and certification laboratories for all commodities stored to be stored at selected locations out of the successful bidder Locations as
mentioned in Annexure I-A, I-B and I-C. The revenue arising out of the same will be shared with RSWC as provided in Annexure III. The report sheet will bear joint name as RSWC-The successful bidder testing certification Unit. The successful bidder will bear all the cost towards maintenance and advancement/up-gradation of the laboratories.

ix. To ensure that a hard copy and soft copy of all the transactions shall be submitted to RSWC in a format as may be mutually decided.

x. To be responsible for providing services of pest control/ fumigation at proposed locations for the commodities and the expenses of pest control/ fumigation will be recovered by the successful bidder from clients with taxes as applicable, including GST.

xi. To undertake and manage entire procurement activities jointly with RSWC for Govt./Coop./Private Parties.

xii. To be responsible for informing the Quality Control Division of RSWC about all the activities undertaken by the successful bidder.

xiii. To maintain certain records upon the request of RSWC and as intimated by RSWC in writing, which would be prepared by the employees of the successful bidder and RSWC will be free to get the record prepared by their own employee and RSWC will have access to all the record and documents without any dispute.

xiv. To bear the cost and expenses towards operating expenses such as:

a. Deployment of manpower, water, electricity, security guard and all other operative costs etc.

b. Insurance coverage of commodities/stock stored at proposed Locations.

c. Fumigation charges for the commodities stored in the proposed Locations as mentioned in Annexure I-A, I-B and I-C and Annexure II.

d. The existing equipments such as polythene sheets, wooden crates, office furniture, moisture meter, fumigation cover, beam scales, weighbridge, computers, CCTV camera etc. can be utilized by the successful bidder but all future requirements will be purchased and managed by the successful bidder at its own cost.

e. Deployment of additional manpower as may be required by RSWC at its Head Office.

xv. Minimum Assured Occupancy – The successful bidder will provide 70% as assured occupancy of total storage capacity at the proposed locations as mentioned in Annexure I-A, I-B and I-C. The 70% occupancy here would mean 70% of the total storage capacity on average yearly basis at the proposed Locations as mentioned in Annexure I-A, I-B and I-C. It is clarified that the 70% occupancy would not be location specific. In case the total occupancy is lower than 70%, the deficit will be charged from the successful bidder. The calculation of this deficit would be based on the storage charges of food grain.
of RSWC on a per bag per month basis. This may be reviewed in case of major changes in Govt. procurement policies.

xvi. The successful bidder will provide performance security of 5% of the estimated cost of share for the amount of total work allotted by way of bank guarantee to RSWC within the time as prescribed in the work order for entire period of the contract.

xvii. The entire recoverable amount accrued as per terms of the contract or any other liability arising and unpaid will be charged from the above security deposit amount for which the successful bidder will have no objection.

xviii. The successful bidder will be the principal employer for all the manpower employed by the successful bidder at RSWC warehouse under the contract and will be responsible for all statutory liabilities that arise for employees of the successful bidder. RSWC will not be responsible for any liability and no claim would be made/raised by the successful bidder or its employees. If there is any such claim the successful bidder will be liable for the same.

xix. The successful bidder will provide details of all the employees to be deputed/posted/replaced on successful bidder’s rolls with qualifications, post of work and locations at Agreed locations as mentioned in Annexure I-A, I-B and I-C. RSWC may request to replace/change any of the employees engaged by the successful bidder.

xx. The new warehouses/capacities constructed by RSWC at Agreed locations as mentioned in Annexure I-A, I-B and I-C would also be added to the allotted capacity and would be governed as per terms and conditions of the contract.

xxi. The bidder may offer their own capacity along with details of locations as part of Annexure II of the bid document the successful bidder will be bound to provide such owned as well as additional hired capacity as may be required by RSWC in locations other than Allotted locations to the successful bidder and sharing of revenue in this case will be in the ratio as per Annexure III.

xxii. For warehousing operations at all warehouses under contract the rules of RSWC shall be applicable mutatis-mutandis.

xxiii. RSWC will be free to get all the records audited by its own auditing agency/CA firm and the successful bidder will be accountable for liability as suggested by audit authority for warehouses and capacity offered under contract.

xxiv. The successful bidder will not construct any additional storage capacity of its own at RSWC locations as per Annexure I-A, I-B and I-C during the entire period of contract.

xxv. The Bidder will not enter into similar tie-up with any other Govt. / Coop./ Private organization at Agreed locations mentioned in annexure I-A, I-B and I-C during the period of contract.
xxvi. To take fidelity guarantee and professional indemnity insurance of all its employees. Copy of same will have to be provided to RSWC.

xxvii. It is clarified that services would be provided jointly by RSWC and the successful bidder to the end consumer and not to each other.

xxviii. RSWC may ask the successful bidder to hire additional capacity from private godown owner at allotted locations at the rate decided by RSWC or rate of agreement of hiring of godown whichever is less. Sharing of Storage charge in this case of would be as per MOU to be signed.

16. RESPONSIBILITIES OF RSWC

The RSWC shall be responsible for the activities as detailed below:

i. To provide supervision of all activities at each warehouse through warehouse manager/authorized person of the RSWC.

ii. To obtain all the necessary licenses and ensure compliance with all statutory requirements for providing of warehouse building at the Agreed locations as mentioned in Annexure I-A, I-B and I-C.

iii. To provide existing facilities at Warehouse excluding Managers residence.

iv. To ensure regular maintenance of the warehouse building/s as felt appropriate by RSWC at the Agreed locations as mentioned in Annexure I-A, I-B and I-C.

v. To carry out monthly inspection of the transactions with respect to commodities at Agreed locations as mentioned in Annexure I-A, I-B and I-C.

vi. To inspect the commodities stored and the relevant documents to be maintained at any day & any time.

vii. Disinfections and pest control activities will be undertaken by RSWC at all the locations under the contract as per the rates agreed for different activities of pest control like preventive/ eradication/ treatment fumigation etc and share of successful bidder shall be in the ratio as per Annexure III.

viii. To collect storage charges from government clients at Agreed locations as mentioned in Annexure I-A, I-B and I-C and release the share of successful bidder as provided in Annexure III on monthly basis after realization.

ix. The Lock and Key of all the warehouse premises at the Agreed locations as mentioned in Annexure I-A, I-B and I-C shall remain with the authorized personnel of RSWC.

17. DISQUALIFICATION CONDITIONS:

i. Bidder, who has been black listed or debarred by RSWC/CWC or central / state Govt./PSU/Bank as on the last date of bid submission, will not be eligible to participate in the bidding during the period of such blacklisting or debarred period.
ii. Any Bidder whose contract with RSWC/CWC or central/ state Govt. department, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years from the last date of bid submission, will be ineligible.

iii. Any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by the RSWC/CWC or Central/ State Government Department during the last five years from the last date of bid submission, for breach of any terms and conditions will be ineligible.

iv. If the proprietor/any of the partners of the Bidder firm/ any of the Directors of the Bidder company/ any of the Directors have been at any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible.

v. While considering ineligibility arising out of any of the above clauses; incurring of any such disqualification in any capacity what so ever (even as a proprietor, partner, Member in another firm, or as a director of a company etc.) will render the Bid disqualified.

vi. An unregistered partnership firm or society shall not be entitled to apply for the bids.

18. SIGNING OF BIDS

i. Person(s) signing the bids shall state in what legal capacity he/she is, or they are signing the bids, e.g., as sole proprietor/ partner of the firm, or as a Secretary/ Manager/ Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The attested copy of the registered partnership deed shall be furnished along with the Bid. In case of companies, the names of all the Directors shall be mentioned and a self-attested copy of the Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company shall be attached to the Bid along with self-attested copy of the Memorandum and Articles of Association of the Company.

ii. The person digitally signing the bids or any documents forming part of the Bid, on behalf of a firm shall be responsible to produce a proper power of attorney duly executed and Notarized in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract.

iii. The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, the persons and by the person who by his signature can bind the company in the case of a limited company/Private limited company.

iv. If the person so signing the bids fails to produce necessary document any proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the RSWC under the law.
v. The entire bid document and all its annexures and copies of the supporting documents shall be signed on each page by the authorized signatory before their submission/uploading.

vi. The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority RSWC may, without prejudice to the civil/ criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.

vii. The Bidder shall not change its constitution without prior written consent of the RSWC till the satisfactory completion of the Contract.

viii. Documents Comprising the Bid: The prescribed bid duly completed and signed by the authorized signatory consisting of the all attachments, Annexure & Appendices shall constitute the bid documents.

19. AWARD OF CONTRACT

The contract shall be awarded to the Bidder whose technical bid is adjudged as qualified in terms of the qualification criteria and whose financial proposal is found most advantageous, by way of issuance of acceptance letter by RSWC by post/e-mail/ hand delivery under acknowledgment and the bidder shall immediately act upon such acceptance letter. Acceptance conveyed by the RSWC will constitute the contract between the successful bidder and the RSWC.

In case of non-satisfactory achievement of rate from L1 bidder (most advantageous bidder) RSWC may choose to make a written counter offer to the lowest/ most advantageous bidder (L1) and if this is not accepted by L1, RSWC may decide to reject and re-invite bid or may offer same counter offer first to L2 or most advantageous bidder then to the third lowest or most advantageous bidder and so on.

The L1 bidder (most advantageous bidder) will be allowed to choose maximum of two Cluster’s of warehouses out of three clusters as mentioned in Annexure I-A, I-B and I-C for joint operation and management.

For the left over cluster/ clusters after selection of cluster/ clusters by L1 bidder, counter offer will be given to L2 bidder to match the rate of L1 for left over cluster/ clusters. If L2 accepts the counter offer, work for the left over cluster will be awarded to bidder and if L2 bidder refuses to match the rate of L1 the counter offer will be given to L3 and so on.

RSWC reserves the right to accept or reject any or all the Bids without assigning any reason/ notice whatsoever and does not bind itself to accept the lowest bid or any bid and reserves the right to scrap the bid enquiry at any stage without assigning any reasons and corporation will not be liable for any costs and consequences thereof.
20. HANDING OVER AND TAKING OVER PROCEDURE.

1. For Warehouses presently under MOU

The handing over / taking over of godowns/ stocks between outgoing MOU partner & incoming successful bidder at the warehouses which are under joint operation and management of outgoing MOU partner will be done as under:-

a) All the maintenance & keeping of the stocks will be done by the incoming successful bidder and he will be given share on revenue for this work as per terms of his MOU with RSWC.

b) Outgoing MOU partner will be responsible for the losses in the stock (if any) deposited during the term of his MOU at the time of liquidation of Stock.

c) Outgoing MOU partner will keep his staff at godowns till all the stock in godowns on the date of expiry of MOU is completely liquidated.

d) All security deposits and other deposits of outgoing MOU partner will payable only after all the stock of his term of MOU is liquidated and no claim/ no due is conveyed by each warehouse manager.

e) At the RSWC Warehouses under the MOU with outgoing MOU partner the stock will be under the supervision of RSWC as per MOU terms till the stock (relating to MOU period) are liquidated.

f) The incoming successful bidder /MOU Partner will take charge of all the stock physically on count basis available at warehouse from outgoing MOU Partner and will be responsible for the same.

g) All the stake/stock handed over on count basis by outgoing MOU partner to incoming successful bidder will be sealed properly in the presence of RSWC, representative of incoming successful bidder and outgoing MOU partner and the seal of stocks/ stock will be removed at the time of liquidation of stock in the presence of representative of outgoing MOU partner.

h) All dead Stock and other assets like computer/furniture/technical equipments etc. will be handed over by the outgoing MOU partner to incoming successful bidder.

2. For Warehouses Managed by RSWC.

a. All the maintenance & keeping of the stocks will be done by the incoming successful bidder and he will be given share on revenue for this work as per terms of his MOU (to be signed) with RSWC.

b. All the stock stored at allotted warehouses will be handed over physically on count basis available at warehouses and will be responsible for the same.

c. All dead Stock and other assets like computer/furniture/technical equipments etc. will be handed over by the respective Manager of the Warehouse to incoming successful bidder.
21. COMMENCEMENT OF CONTRACT

This Contract shall come into effect from the date as conveyed by RSWC after signing of the MOU and fulfilling all pre-requisites.

22. EXPIRATION OF CONTRACT

Unless terminated earlier, this Contract shall expire on completion of the all contractual obligation by the successful bidder up to the satisfaction of RSWC. However RSWC reserves the right to extend the period of contract as per provision laid down in RTPP Act, 2012 and RTPP Rules, 2013.

23. PAYMENTS

i. All payments towards storage income, commodity funding, testing and certification, Weigh Bridge etc. and other payment as applicable under this contract shall be made within forty five (45) days from the date of receipt of demand of share by either parties, subject to realization of payment. However, delay in payments on any reason shall not attract any interest.

ii. Either party shall claim their respective share as provided in Annexure III.

iii. If due to any reason beyond the control of successful bidder or RSWC, the storage charges are not recoverable from the client, the loss would be shared between RSWC and successful bidder in the same ratio in which charges are shared as provided in Annexure III.

iv. The revenue share of the selected bidder as accepted by the RSWC, shall be all inclusive like: - staff costs, printing, communications, travel, accommodation, all payable taxes, fees, levies, octroi, cess, etc. under various State/ Central enactments, and all other costs & expenses incurred by the successful bidder in carrying out the activities as described in bid document unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the bidder and the RSWC will not be responsible for the same.

v. TDS and any other statutory tax, as applicable, shall be deducted at applicable rates from the bills of the successful bidder.

vi. The Bidder shall bear all costs associated with the preparation and submission of its bid and the RSWC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

vii. The Bidder shall be responsible for arranging for working capital requirements and no advance payment shall be made by RSWC.

viii. All payments to the successful bidder shall be made in INR in accordance with the provisions of this contract. The same shall be payable in India only by way of RTGS/ NEFT/ ECS/ cheques for which necessary bank details shall be furnished by the Bidder. The exchange risk/ bank charges, if any, shall be borne by the successful bidder.
24. BOOK EXAMINATION

The Bidder shall, whenever required, produce or cause to be produced for examination by the Managing Director, RSWC or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of the Managing Director, RSWC on the question of relevancy of any document, information or return shall be final and binding on the Bidder. The Bidder shall produce the required documents, information and returns at such time and place as may be directed by the Managing Director, RSWC.

25. SUBLETTING THE ASSIGNMENT

The Bidder shall not sublet, transfer or assign the contract or any part thereof.

26. BIDDERS’ PERSONNEL

Removal and/or Substitution of Personnel

(i) If the RSWC finds that any of the Personnel appointed by successful bidder has (i) Committed serious misconduct or has been charged with having committed a criminal offence, or (ii) The RSWC has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the RSWC's written request, provide as a substitute a person acceptable to the RSWC.

(ii) The Bidder will not claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.

27. LIABILITY OF PERSONNEL

i. The successful bidder shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contribution under various enactments. There shall not be any Master servant relationship between the successful bidder’s personnel and RSWC. If, on account of default of the successful bidder, RSWC is compelled to make any payments/ contributions or discharge any responsibility/ liability of the successful bidder, RSWC shall be entitled to recover and/or set off such amounts/ expenses incurred from the amounts due to the successful bidder under this or any other contract with RSWC without prejudice to the right of RSWC to initiate appropriate legal proceedings for recovery of such amounts. The successful bidder shall indemnify the RSWC against all claims what so ever arising out of his default in respect of the personnel engaged by him under any Statute/ Law in force. RSWC shall in no way be responsible for any liabilities arising out of the successful bidder’s contractual obligation with the successful bidder’s personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries, including but not restricted to statutory obligations towards EPFO, Income Tax department etc. Similarly, the
successful bidder shall in no way be responsible for any liabilities arising out of RSWC's personnel.

ii. The successful bidder shall maintain and submit all Records & Returns prescribed under all the applicable enactments to the designated Authorities within the prescribed time limit and also inform to the Managing Director, Rajasthan State Warehousing Corporation or any Officer acting on his behalf.

iii. The contract as entered between RSWC and the successful bidder shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve up on them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and Bidder shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the Bidder or its employees and Associates.

iv. Successful bidder shall be solely responsible for all claims arising out of any damage, accident, death etc. of the personnel of the successful bidder.

28. DAMAGES

The successful bidder shall be liable to pay damages to RSWC for any losses, costs and expenses incurred by the corporation due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

29. INDEMNITY

The successful bidder shall be responsible for paying damages to the RSWC for any loss suffered by RSWC on account of negligence, incompetence, carelessness or any other cause on the part of successful bidder, his employees, associates, subcontractors, implementing agencies etc. while undertaking any or all of works.

RSWC shall not be responsible for any claim or liability because of personal injury including death of any employee of successful bidder and arising out of or in consequence of the performance of this agreement. The RSWC shall also not be responsible for any loss, damage, theft, etc to property of any kind belonging to successful bidder or its employees, servants or agents.

30. TERMINATION OF CONTRACT

(i) The terms of this PPP arrangement shall be 10 years from the date of commencement of the MOU.

(ii) RSWC will have right to terminate this PPP arrangement on the condition that in the event of the successful bidder making a major/material breach here under. RSWC shall be entitled to call upon the successful bidder to rectify such breach within a period of 6 months from the date of receipt of written notice address to it in this regard. In case of successful bidder failed to rectify such breach within the said period of 6 months then RSWC will be entitled to terminate the PPP arrangement by addressing a 3 months advance notice in writing to the successful bidder. The successful bidder shall have right to terminate the PPP
arrangement by giving 12 months earlier notice in writing to RSWC.

(iii) Notwithstanding termination of this MOU (to be signed) as aforesaid, all rights and obligations accrued during the period of this MOU (to be signed) shall continue to bind the parties till such rights and obligations are completely discharged.

(iv) Upon termination of this MOU (to be signed), all assets installed/ provided by the MOU partner would be taken over by RSWC at the book value. For the purpose of this MOU, book value would be mean depreciated value as per Company Act 1956/2013 on straight line method (single line).

31. BUSINESS REVIEW

(i) The Business performance review shall be done every year. In addition to this business performance review may be done as and when asked for by RSWC.

32. LIABILITY AND INDEMNITY

(i) The successful bidder shall indemnify the RSWC for any loss, costs, expenses or damages that may be incurred or caused or suffered due to or as a result of lapse, error, commission, omission, negligence etc. on the part of bidder or any of either Party’s staff, agents, representatives, employees.

(ii) In the event of the bidder having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the RSWC shall be at liberty to terminate the contract forth with and to realize from the bidder all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law.

(iii) The RSWC shall also have, without prejudice to other rights and remedies, the right in the event of breach by the bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, to terminate the contract forth with and to forfeit the performance security or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by RSWC consequent to such termination and/or in completing the assignment. RSWC may also effect recovery from any others sums then due to the bidder or which at any time thereafter may be due under this or any other contract with RSWC. In case the sum is not sufficient to cover the full amounts recoverable, the bidder shall pay RSWC on demand the entire remaining balance due.

33. COMPLIANCE WITH THE CODE OF INTEGRITY AND CONFLICT OF INTEREST

Any person participating in a bidding process shall:—

i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
iii. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.

iv. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.

v. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.

vi. Not obstruct any investigation or audit of a procurement process.

vii. Disclose conflict of interest, if any and.

viii. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:—

i. Have controlling partners/shareholders in common, or

ii. Receive or have received any direct or indirect subsidy from any of them, or

iii. Have the same legal representative for purposes of the Bid, or

iv. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the tendering entity regarding the bidding process, or

v. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid, or

vi. The entity or any of its executive that participated as a consultant in the preparation of DPR.

34. FORCE MAJEURE

i. A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this agreement, which do not
result from the negligence of such Party or the failure of such Party to perform its obligations here under which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Party’s obligations under this agreement. A party shall be entitled to suspend or excuse performance of its respective obligations under this agreement to the extent such performance is impeded by a Force Majeure event.

ii. Procedure for Force Majeure

If the bidder claims relief on account of a Force Majeure, then the bidder claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the RSWC in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the bidder’s obligations under this Agreement. Upon cessation of the situation which led to a bidder claiming Force Majeure under this section the bidder shall within seven days there of notify the Corporation in writing of the cessation and the bidder shall as soon as practicable there after continue performance fail obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

iii. Prolonged Force Majeure

a. In the event Force Majeure continuously impedes or prevents successful bidder’s performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the bidder, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.

b. Any period with in which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

c. The bidder is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force majeure culminating in termination of contract. Decision of the RSWC in this regard will be final.

d. Following conditions shall not be treated as Force Majeure:

1) Exchange risk variations.

2) Resignation/ Termination/ Death of any employee including key personnel.

3) Any change in statutory requirements.

35. NOTICES

Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered by post/ e-mail/ hand delivery under acknowledgment to an authorized representative of the respective parties.
36. GOVERNING LAWS & DISPUTE RESOLUTION

This contract shall be governed by the Laws of India for the time being in force. The courts at Jaipur shall alone have exclusive jurisdiction for settlement of any dispute whatsoever arising out of this contract.

Successful bidder to adhere to labour laws/ regulation:

The bidder shall adhere to the requirements of the Workmen’s Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen Compensation Act, hereinafter called the said Act. If such compensation is paid by the RSWC as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the successful bidder it shall be recoverable by the RSWC from the successful bidder under sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I of the condition of contract.

The successful bidder will take insurance policy in respect all workmen, other staff and third party covering accident at site.

Fair Wage Clause:

(a) The successful bidder shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by the Government but the RSWC shall not be liable to pay anything extra for it.

Explanation: “Fair Wage” means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.

(b) The successful bidder shall, notwithstanding to the provisions of any contract of the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers immediately or directly employed on the work for the purpose of successful bidder’s part of this agreement, the successful bidder shall comply with or cause to be completed with the Public work Department Contract’s Labour Regulation ‘made, or that may be made by the Government, from time to time, in regard to payment or wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The RSWC shall have the right to deduct from the money due to the successful bidder any sum required or estimate to be required for making good the loss suffered by any worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the workers, non-payment of
wages or of deduction made therefore, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) Successful bidder shall be primarily liable for all payments to be made and for the observance of the regulation aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach thereof shall be deemed to be breach of the contact.

37. SETTLEMENT OF DISPUTES & ARBITRATION

(a) Except where otherwise provided in the contract all disputes arising out of and under this agreement shall be referred to a sole arbitrator appointed by Managing Director/ Chairman of Corporation under the Arbitration and Conciliation Act 1996 (26 of 1996).

(b) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever or is disabled to act, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Chairman or Administrative Head of the RSWC as aforesaid should act as an arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

(c) It is a term of this contract that the party invoking arbitration shall give a list of disputes, with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.

(d) It is also a term of this contract that if the successful bidder does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the RSWC that the final bill is ready for payment, the claim of the successful bidder shall be deemed to have been waived and absolutely barred and the RSWC shall be discharged and released of all liabilities under the contract in respect of those claims.

(e) The arbitration subject to above, shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

(f) It is also a term of this contract that the arbitrator shall adjudicate only on such disputes as are referred to him by the appointing authority and give award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons and would publish the speaking award against each dispute and claim referred to him. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
(g) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claim. The seat of arbitration shall be at Jaipur. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

38. CONFIDENTIALITY & NON DISCLOSURE

Any information pertaining to the RSWC or any other agency involved in the bid, matter concerning RSWC or the agency that comes to the knowledge of the successful bidder in connection with this contract shall be deemed to be confidential and the successful bidder will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The successful bidder shall ensure due secrecy of information and data not intended for circulation in public.
### Cluster -1 (Refer clause:-3)

<table>
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<th>Name of Warehouse</th>
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Total: 258100
Annexure II

Details of Bidder's Own Warehouses (Refer clause: - 15(xxii))

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<th>Name of the District</th>
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Total

(Seal & Signature of Bidder)
### Revenue Sharing Arrangement

**Annexure-III.**

**I. For RSWC warehouse mentioned in Annexure I-A, I-B and I-C.**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Activity</th>
<th>RSWC share (in %)</th>
<th>Agency share (in %)</th>
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<tr>
<td>1</td>
<td>Warehousing Storage Charges. (Non NCDEX &amp; NCDEX)</td>
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<td>as per financial bid</td>
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<td>3</td>
<td>Testing and Certification charges</td>
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<td>4</td>
<td>Weighbridge Charges</td>
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<td>30</td>
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<td>Disinfestations and pest control activities</td>
<td>90</td>
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**II. For MOU Partner owned/ hired warehouse mentioned in Annexure II**

<table>
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<tr>
<th>S.No.</th>
<th>Name of Activity</th>
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<th>Agency share (in %)</th>
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<td>Weighbridge Charges</td>
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<tr>
<td>5</td>
<td>Disinfestations and pest control activities</td>
<td>90</td>
<td>10</td>
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FORWARDING LETTER

From:

Full Name of the bidder firm (Address)  
Phone No./ Mobile No. 
Fax No. 
Email ID 
Website

To

THE MANAGING DIRECTOR
RAJASTHAN STATE WAREHOUSING CORPORATION, 
BHAWANI SINGH ROAD, 
JAIPUR, 302015

Dear Sir,

1. With reference to your Bid No. IIO/BP/12(53)/2019/3039 Dated: 12.03.2020, I/we submit the bid by e-procurement under two-bid system for appointment as bidder for Managing and Operating of RSWC Warehouses under Public Private Participation (PPP) Model.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.

3. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of bid opening and to the extension of the said date by another 30 days in case it is so decided by RSWC. I/We shall be bound by communication of acceptance of the offer dispatched by RSWC within the time. I/We also agree that if the date upto which the offer would remain open is declared a holiday for RSWC, the offer will remain open for acceptance till the next working day.

4. I/We hereby enclose Demand draft No / Banker Cheque no. .............. dated ........................ for ........................ Rupees .................................. (in words) payable at Jaipur towards Earnest Money and another Demand Draft/ Bankers Cheque No. .............. dated ........................ for Rs........................ Rupees .................................. (in words) payable at Jaipur towards tender cost & another Demand Draft/ Bankers Cheque No. .............. dated ........................ for Rs........................ Rupees .................................. (in words) towards Bid processing Fee. In the event of my/our Bid being accepted, I/We agree to furnish agreement within fifteen working days of acceptance of the Bid.

5. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

6. I/We do hereby declare that the bidder firm has not been black listed or debarred by
any central/state government or any other public sector undertaking/ bank for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions at any point of time during the last five years from the last date of bid submission. (*)

OR

I/ We hereby declare that the bidder Firm was blacklisted or debarred by................................. (The name of the Department/ Agency) for a period of.................. (years/ months), which period has expired on.................................(date) & it is no more effective on the date of issuing of bid. (Full details of the reasons for blacklisting/ debarring, and the communication in this regard, should be given) (*)

(*) (Strikeout whatever is not applicable)

7. The bidder hereby declare that the security deposit of the bidder Firm has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered in to by the Firm with RSWC/CWC or State/ Central Govt. Department, during the last five years from the date of bid submission.

8. I/We hereby declare that the Bidder Firm, its proprietor/ any of the partners/any of the Directors has not been, at any time, convicted by any court for any offence involving moral turpitude and sentenced to imprisonment.

9. I/We certify that all information furnished by the bidder Firm is true & correct and in the event that the information is found to be incorrect/ untrue, the RSWC shall have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the RSWC may have under the Contract and Law.

(Signature of Bidder)/ (Authorized Signatory)

(Seal of Bidder Firm)
Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:

(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

(b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

(c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

(d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process.

(e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) Not obstruct any investigation or audit or a procurement process;

(g) Disclose conflict of interest, if any; and

(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. Have controlling partners/shareholders in common; or

b. Receive or have received any direct or indirect subsidy from any of them; or

c. Have the same legal representative for purposes of the Bid; or

d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor not otherwise participating as a Bidder, in more than one Bid; or
f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Date:-
Place:-

(Signature of Bidder) (Authorized Signatory)

(Seal of Bidder Firm)
Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to RSWC for Managing and operating of RSWC Warehouses under Public Private Participation (PPP) Model in response to their Notice Inviting Bid No. HO/BP/12(53)/PPP/2019/3039 Dated: 12.03.2020, I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

6. I/we have not been black listed or debarred by any central/state government or by any other public sector undertaking/Bank in 05 years from date of bid submission

Date: 
Place: 
Signature of bidder
Name:
Designation:
Address:

Page 41 of 54
Grievance Redressal during Procurement Process:

The designation and address of the First Appellate Authority is: **Managing Director, Rajasthan State Warehousing Corporation, Bhawani Singh Road, Jaipur.**

The designation and address of the Second Appellate Authority is: **Chairman, Rajasthan State Warehousing Corporation, Bhawani Singh Road, Jaipur.**

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omissions, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only a Bidder who has participated in procurement proceedings.

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of within thirty days from the date of the appeal.

(3) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para(2) or of the date of receipt of the order passed by the First Appellate Authority as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

a) Determination of need of procurement;

b) Provisions limiting participation of Bidders in the Bid process;

c) The decision of whether or not to enter into negotiations;

d) Cancellation of a procurement process;

e) Applicability of the provisions of confidentiality.
(5) Form of Appeal

(a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be in person or through registered post or authorized representative.

(6) Fee for filing appeal

a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees three thousand, which shall be non-refundable.

b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal.

a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by way of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-

   i. Hear all the parties to appeal present before him; and

   ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012

Appeal No. .......... of ............... Before the ................. ............... (First/Second Appellate Authority)

1. Particulars of appellant:
   i. Name of the appellant
   ii. Official address, if any
   iii. Residential address

2. Name and address of the respondent(s):
   (i) 
   (ii) 
   (iii) 

3. Number and date of the order appealed against and name and designation of the
   officer/authority who passed the order (enclose copy), or a statement of a decision,
   action or omission of the Procuring Entity in contravention to the provisions of the
   Act by which the appellant is aggrieved;

4. If the Appellant proposes to be represented by a representative, the name and postal
   address of the representative.

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal........................................... (Supported by an affidavit)

7. Prayer..........................................................

Place:

Date:

Appellant's Signature
Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be correct, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

(2) Procuring Entity’s Right to Vary Quantities

1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.

3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:

a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities
beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows:

i. The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;

ii. that the additional quantities so procured shall be part and parcel of the work being executed;

iii. That the limit of 50% of the value of original contract shall not be exceeded in any case.

(3) **Dividing quantities among more than one Bidder at the time of a award (In case of procurement of goods).**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Place :

Date :

Appellant’s Signature
<table>
<thead>
<tr>
<th></th>
<th>DETAILED INFORMATION ABOUT THE BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder with full address, Website, e-mail ID, Telephone. May attach a separate sheet providing a brief description of the background of the firm/entity. The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc.</td>
</tr>
<tr>
<td>2</td>
<td>Nature of Bidder Firm- Public Ltd Co, Private Ltd Co, Proprietorship/Partnership Firm.</td>
</tr>
<tr>
<td>3</td>
<td>Name of the authorized Representative (Designation &amp; Postal address) Telephone no.</td>
</tr>
<tr>
<td>4</td>
<td>The name of the proprietor, or all Partners, or all the Directors of the company. As applicable, shall be furnished.</td>
</tr>
</tbody>
</table>
| 5 | (i) PAN Numbers  
(ii) GST Number |
<p>| 6 | Date &amp; Year of Establishment/ incorporation of firm. |
| 7 | Number of years of experience in similar Business. |
| 8 | Any other important information about the firm. |
| 9 | Whether the Bidder has been black listed or debarred by RSWC/CWC or central/state Govt. as on the last date of bid submission. |
| 10 | Whether previously the Bidder’s contract with RSWC/CWC or central/state Govt. has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years from the last date of bid submission. |
| 12 | Whether the Bidder’s Earnest Money Deposit and/or Security Deposit has been forfeited by the RSWC/CWC or central/state Govt Department. during the last five years from the last date of bid submission. for breach of any terms and conditions. |
| 13 | Whether the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been at any time, convicted by a Court for an offence involving moral turpitude. |</p>
<table>
<thead>
<tr>
<th>FY</th>
<th>Volume in MT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Furnish self attested copies of documents in respect to the above information. Documentary evidence in form of certified copies of work completion certificate should be submitted for each of the assignment. In this regard, copies of work order shall not be considered as the proof of satisfactory completed work but the certificate issued by the agency that got the work done from the firm, mentioning amount, period and satisfactory completion shall be considered for this purpose. The experience/ details will not be considered for evaluation unless supported by sufficient documentary evidence.

Date:  
Signature of bidder/authorized Signatory,  
Name & Designation

Place:  

Page 48 of 54
# NET WORTH AND TURNOVER PARTICULARS OF THE BIDDER

(Amount in Lakh Rs.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEMS</th>
<th>DETAILS (To be filled in by Bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii.</td>
<td>Turnover of the Company in last 3 years ending on 31st March, 2019</td>
<td>2016-17: 2017-18: 2018-19:</td>
</tr>
<tr>
<td>iii.</td>
<td>Whether certificate(s) from Chartered Accountant are enclosed.</td>
<td>For Net worth YES/ NO For Turnover YES/ NO</td>
</tr>
</tbody>
</table>

Note: The bidder will have to submit certificate of CA along with the technical bid for proving its turnover & net worth as per audited accounts. (Refer Clause 5 (3&4))

Date: ________________________

Authorized Signatory, Name & Designation

Place: ________________________
DECLARATION BY THE BIDDER
(On Non Judicial stamp paper of Rs. 500.00)

1. ----------------------  Son/Daughter/Wife of ----------------------  Authorised Officer/representative of the Firm mentioned above and I am competent / authorised to sign this declaration and execute this Bid document.

2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them.

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.

Signature of Authorized Representative:

Designation:

Name & Address of Organization:

Seal:

Date:

Place:
# List of goods & services

Below mentioned goods/services with preferred specification will be arranged by the MOU partner at agreed locations as mentioned in Annexure I-A, I-B, I-C & II.

**THE FOLLOWING ITEMS ARE ESSENTIAL IN THE GODOWN - (10,000 MT CAPACITY AS A UNIT)**

## For Office

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the item/article</th>
<th>Specifications</th>
<th>Approximate Quantity Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WM Chair (Officer’s chair)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>WM Table</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Computer Table</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>WM Computer</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Staff Chairs</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Staff Table</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Staff Computer with laser jet printer, scanner, photocopier &amp; fax with net connection</td>
<td>HP</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Visitors Chairs</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Water Purifier</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Fan</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>Cooler</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

## For Godowns

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the item/article</th>
<th>Specifications</th>
<th>Approximate Quantity Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wooden Crates/polythene sheet</td>
<td>As per RSWC norms</td>
<td>As per requirement</td>
</tr>
<tr>
<td>2</td>
<td>Godrej Navtal Locks</td>
<td>7 levers with 2 keys</td>
<td>2 locks for each shutter and the required quantity for other building</td>
</tr>
<tr>
<td>3</td>
<td>Beam Scales for Weighment</td>
<td>With weights, pans, chains and tripod stand approved by Weight and Measures Dept</td>
<td>2 sets</td>
</tr>
<tr>
<td>4</td>
<td>Foot Sprayers</td>
<td>As per RSWC norms</td>
<td>2 Nos</td>
</tr>
<tr>
<td>5</td>
<td>Moisture meter</td>
<td>As per RSWC norms</td>
<td>1 No</td>
</tr>
<tr>
<td>6</td>
<td>LDPE Polythene Cover</td>
<td>Size 32”x21”x17” Average Thickness 1000 gauge Weight 52 kg</td>
<td>24 Nos</td>
</tr>
<tr>
<td>7</td>
<td>Sand Snake</td>
<td>Length 40” with dia of 7”</td>
<td>1600 Nos</td>
</tr>
<tr>
<td>8</td>
<td>Pokers (iron ake)</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Enamel Plates</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Sieve set</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>Thermometer</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Ladder</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Bucket</td>
<td>20 Liter Capacity</td>
<td>2</td>
</tr>
<tr>
<td>14</td>
<td>Mug</td>
<td>1 Liter capacity</td>
<td>2</td>
</tr>
<tr>
<td>15</td>
<td>Measuring Glass</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>16</td>
<td>Aluminum Phosphide</td>
<td>Each tablet of 3 grms (for fumigation purpose)</td>
<td>90 Kgs per fumigation for 10,000 MT (maximum 4 rounds of fumigation in a year) i.e. 360 Kgs per year,</td>
</tr>
<tr>
<td>17</td>
<td>DDVP (Di Methyl Dichlorovinyl Phosphate)</td>
<td>Once in 15 days (Spraying)</td>
<td>4 Liters per month</td>
</tr>
<tr>
<td>18</td>
<td>Deltamethrin</td>
<td>Once in 3 months or after fumigation (for spraying)</td>
<td>5 Kg per month</td>
</tr>
</tbody>
</table>
## CHECK LIST OF DOCUMENTS TO BE ENCLOSED

**A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Proposal will contain the following documents</th>
<th>Whether enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All pages of RFP duly filled in and digitally signed by the Authorised Signatory of the Bidder firm. A signed copy on Rs. 10 notarized stamp paper will serve the purpose for any electronic responses, is enclosed. (Clause 12)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2.</td>
<td>This Check List, duly ticked and signed.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3.</td>
<td>Forwarding Letter duly signed.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4.</td>
<td>Annexure- I-A, I-B and I-C &amp; II duly signed.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5.</td>
<td>Annexure- A, B and C &amp; D duly signed.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6.</td>
<td>Format- 1: Detailed information about bidder, duly signed</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.</td>
<td>Format 2: Net Worth and Turnover Particulars of the Bidder, certificate of CA along with the technical bid for proving its turnover &amp; net worth as per audited accounts has been submitted</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8.</td>
<td>Format 3: Declaration by the Bidder, duly signed.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>9.</td>
<td>Proof of payment of Tender fee and e-tender processing fee (scanned copy of DD/ Banker Cheque).</td>
<td>Yes/No</td>
</tr>
<tr>
<td>10.</td>
<td>Proof of payment of bid security in RSWC office (scanned copy of DD/Banker’s Cheque /BG).</td>
<td>Yes/No</td>
</tr>
<tr>
<td>11.</td>
<td>Total no of pages uploaded (duly signed).</td>
<td></td>
</tr>
</tbody>
</table>
PART-B

FINANCIAL BID

(Rates must be quoted and uploaded separately in the Financial Bid only and not in Technical Bid at anywhere.)
**Item Wise BoQ**

**Tender Inviting Authority:** Managing Director, RSWC, Jaipur

**Name of Work:** Managing and Operating of RSWC Warehouses under Public Private Participation (PPP) Model

**Contract No:** HO/BP/12(53)/PPP/2019/3039 Dated 12.03.2020

**Name of the Bidder/Bidding Firm / Company:**

---

**PRICE SCHEDULE**

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN Percentage ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values in Column No. 3 only)

Note :- The rate quoted shall be firm throughout the period of the assignment up to and including acceptance of the Deliverables By the RSWC and discharge of all obligation of the Contractor under the Agreement. The same shall not be subject to any exchange risk variation. All the costs associated with the assignment shall be included in the Financial Proposal.

<table>
<thead>
<tr>
<th>NUMBER #</th>
<th>TEXT #</th>
<th>NUMBER #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Quoted rate in percentage (%) as share of the Bidder</td>
</tr>
<tr>
<td>1</td>
<td>Warehousing storage charges</td>
<td>0.00</td>
</tr>
</tbody>
</table>