

**SELECTION OF LESSEE FOR LEASING OF WAREHOUSES ON LEASE,
STORE, OPERATE, MAINTAIN AND TRANSFER (LSOMT) BASIS**

**VOLUME I
REQUEST FOR PROPOSAL**

August 2021



Karnataka State Warehousing Corporation

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s) (hereinafter defined), whether verbally or in documentary or any other form, by or on behalf of The Karnataka State Warehousing Corporation (the “**Authority**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority and/or its consultant in relation to the Project (hereinafter defined). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the Bidding Documents (hereinafter defined), by the Authority and/or any of its consultant are, only indicative and for the sole purpose of making available to Bidders information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority, its employees and advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Bidding Process (hereinafter defined).

The Authority, its employees, advisors, consultants, employees of the advisors and the consultants also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements

contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select and short- list pre-qualified Bids for Bid Stage (hereinafter defined) or to appoint the Selected Bidder (hereinafter defined) or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever including the right to close the selection/ bidding process, without incurring any liability or being accountable to any person(s) in any manner whatsoever.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bid in response to this RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall be incurred and borne by the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Laws of the Republic of India are applicable to this RFP.

Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto

1. INTRODUCTION

1.1 Background

- 1.1.1 The Karnataka State Warehousing Corporation (the “**Authority**” or “**KSWC**”) is a Government of Karnataka undertaking engaged in development, operation and maintenance of dry warehouses across the state of Karnataka. KSWC was established during 1957 under the agricultural produce (Development and Warehousing) Corporations Act 1956, later repealed by the Warehousing Corporations Act, 1962.
- 1.1.2 The Corporation started functioning initially with 3 Warehouse centers at Mysore, Hubli and Raichur. At present, KSWC boasts 160 warehouse centers with multiple godowns at each warehouse center in its network across the state of Karnataka with storage capacity of approximately 17.68 lakh MT. These state-of-the-art warehouses are equipped to store agricultural produce, notified commodities, processed / finished food products and industrial materials.
- 1.1.3 KSWC functions with a vision to provide scientific storage facility to the Agricultural produce, and other commodities and minimizing the storage losses and to support market to overcome from volatile market prices of Agricultural commodities to the best possible extent. In this regard, KSWC intends to optimize the utilization of the warehouses by leasing its warehouses at certain locations in and around Bengaluru to the private parties. This would enable the private parties to store their commodities and operate it efficiently without needing to construct additional new warehouses. In this regard, KSWC is desirous of appointing private operator(s) to store, operate and maintain in its warehouses (the “**Warehouse/s**”) located at multiple locations on Lease Store, Operate, Maintain and Transfer (the “**LSOMT**”) basis. The details of the Warehouses for bidding, are as follows;
- 1.1.4 The Bid received from the tenderer will be scrutinized with the condition ‘that Managing Director, KSWC reserves the right to reject the even the H1 bid if it is not feasible to KSWC .

Sr. No.	Name of the Warehouse	Capacity of the Warehouse (MT)	Area (Sft)
1	Mysore U-III	2,000	12,000
2	Hassana U-I	2,000	12,000
3	Hassana U-II	4,500	27,000
4	Mandya U-I	3,000	18,000
5	Mandya U-II	5,500	33,000
6	Purigali	5000	30000
7	Kirugaval	5000	30000

Sr. No.	Name of the Warehouse	Capacity of the Warehouse (MT)	Area (Sft)
8	T.Narasipura	1000	6000
9	Devanahalli	3,800	22,800
10	Karakallahalli (Gowribidanur)	8430	50,580
11	Vaderahalli	7,000	42,000
12	Hongasandra	3,000	18,000
13	R.K. Shala - godown I	10,008	60,048
14	R.K. Shala - godown II	10,425	62,550
15	R.K. Shala - godown III	12,510	75,060
16	R.K. Shala [Full capacity(13+14+15)]	32,943	1,97,658
17	Tumukur U-II	1,200	7,200
18	Doddaballapur U-II	6,672	40,032
19	Rayapura (Dharawad)	4,500	27,000
20	Honnali	3500	21,000

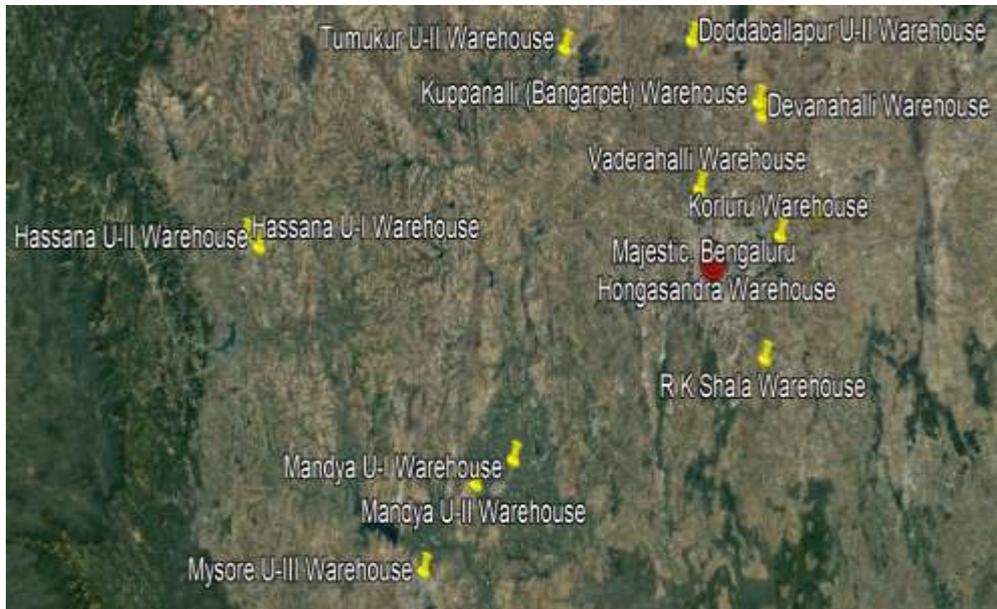


Figure 1: Location of Warehouses

Sr. No.	Name of the Warehouse	Approximate Distance from Majestic/ Bus stand Bengaluru (kms)
1	Mysore U-III	138
2	Hassana U-I	183
3	Hassana U-II	180
4	Mandya U-I	92
5	Mandya U-II	106
6	Purigali	125
7	Kirugaval	117

8	T.Narasipura	130
9	Devanahalli	39
10	Karekallahalli(Gowribidanur)	60
11	Vaderahalli	22
12	Hongasandra	16
13	R.K. Shala	42
14	Tumukur U-II	72
15	Doddaballapur U-II	50
16	Rayapura	417
17	Honnali	312

1.1.5 Now, Authority intends to identify a suitable entity for each Warehouse(the “**Lessee**”) through a competitive bidding process to entrust the storage, operation and management of the Warehouses under a Lease-Store-Operate-Maintain-Transfer (LSOMT) basis for a period of 1 years and subsequently extendable with tenures of each 1 (one) year period(the “**Project**”). An illustration of such lease period is as below.

Sr. No.	Description (Refer Clause 3.2 of Volume II i.e. Lease Deed)	Tenure (assumed)	
		From	To
1.	Initial lease period	01.10.2021	31.10.2022
2.	First extension (1 year)	01.11.2022	31.10.2023
3.	Second extension (1 year)	01.11.2023	31.10.2024
4.	Third extension (1 year)	01.11.2024	31.10.2025
5.	And so on....		

1.1.6 The selected Bidder, shall be responsible to store, operate, manage and maintain the Project in accordance with the provisions of the lease deed (the “**Lease Deed**”) to be entered into between the Lessee and Authority in the form provided as Volume II of the Bidding Documents.

The list of commodities permitted to be stored in the Warehouses to be Leased is provided under Schedule 7 of Volume II i.e. the Lease Deed.

1.1.7 Under this RFP, a Bidder may submit Bid for one or more Warehouse provided it meets the Qualification Criteria for each of the Warehouse it wants to bid for. Though this RFP document is common to all the Warehouses, however, separate Ernest Money Deposit shall be paid by the Bidders for each Warehouse it wants to bid for.

1.1.8 With respect to R.K. Shala Warehouses, the Bidder can submit their Bid either for each godown or as complete package for 3 or 2 godowns respectively. The submitted Bids of each such godowns would be considered for evaluation only if no Bidder has submitted their Bid for their respective complete package for 3 or 2 godowns respectively.

- 1.1.9 The scope of work of the Lessee will broadly include storage, operate, manage & maintain and transfer of the Warehouse at the end of the Lease Period. The assessment of actual costs for storage, operation, maintaining, managing and transfer of the Project, will have to be made by the Bidders.
- 1.1.10 The Lease Deed sets forth the detailed terms and conditions for grant of the right to the Lessee, including the scope of the Lessee and obligations (the “**Right**”). The Bidders are advised to peruse the detailed terms and conditions including the scope of work, specified in the draft Lease Deed, prior to formulating and submitting their Bid for the Project.
- 1.1.11 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Lessee set forth in the Lease Deed or the Authority’s rights to amend, alter, change, supplement or clarify the Scope of the Project, the right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority, its employees, advisors and consultants to the Authority.
- 1.1.12 Under this RFP, a Bidder may submit Bid for one or more Warehouse provided it meets the Technical and Financial Capacity for each of the Warehouse it wants to bid for. Bidders desirous of bidding for more than one Warehouse will be required to submit separate Bids for each of the Warehouse.
- 1.1.13 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, the draft Lease Deed (Volume II), provided by the Authority as part of this RFP (collectively the “**Bidding Documents**”), and as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms. Any corrigenda / addenda issued subsequent to this RFP Document, but before the last date and time for submission of Bids (hereinafter defined as “**Bid Due Date**”), will be deemed to form part of the Bidding Documents.

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single-stage process (the “**Bidding Process**”) comprising the Technical Bid and the Financial Bid (hereinafter collectively referred to as the “**Bid**”) for selection of the Bidder for award of the Project on warehouse-basis and invites Bids from eligible parties which expression shall,

unless repugnant to the context include the members of the Consortium (“**Bidders**”), for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov.in (hereinafter referred to as “**Karnataka Public Procurement Portal**”) in accordance with the terms of this RFP.

The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through Karnataka Public Procurement Portal or for rejection of Bids for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

All Bidders are required to register in Karnataka Public Procurement Portal. The Bidder shall register in the Karnataka Public Procurement Portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information regarding the firm/individual/Entity. The Bidder who submit their Bid for this Project after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFP Document.

A one-time registration on the Karnataka Public Procurement Portal is a pre-requisite for submission of Bids. If an interested Bidder is not already registered, it shall procure a digital signature certificate and get registered on Karnataka Public Procurement Portal. The Authority will not be held responsible for technical glitches in the desktop / laptop / system and internet connectivity services used by Bidders or in case of failure on part of the Bidder to submit the Bid Security or any documents as required to be submitted through Karnataka Public Procurement Portal or for rejection of Bids by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

Contact information

For further clarifications, please call Centralized e-Procurement Helpdesk on
080 – 23010900/23010901

(Timings: 9:00 am to 9:00 pm from Monday to Saturday including Government holidays) to take support on Kannada and English languages

Or

Mail to Helpdesk: hphelpdesk.blr@intarvo.com or hphelpdesk.blr@gmail.com

Training details

Training Date	Training Venue	Batches	Training duration
On all Government of Karnataka working Wednesday & Saturday	Training room no.1, Gate no.2, M S Building, Bengaluru-01	1	10:30 am to 1:30 pm
		2	2:30 pm to 5:30 pm

Note: Enquiries regarding new payment options can be made on any working day at e-Procurement cell. (Room no. 141, Gate no.2, M S Building, Bengaluru – 01).

1.2.2 Bidders need to submit the following sets of documents as part of their Bid;

- a. First electronic document-“**Technical Bid**” to be submitted through Karnataka Public Procurement Portal and shall comprise documents specified in Clauses 2.13.2.
- b. Second electronic document -“**Financial Bid**” to be submitted through Karnataka Public Procurement Portal.

1.2.3 The evaluation of the Bids would be carried out in the following three steps:

- a. The **first step** would involve opening of the Technical Bid on the Karnataka Public Procurement Portal and an initial examination of the Bids submitted to determine their substantial responsiveness based on the provisions of Clause 3.1 of the RFP would be carried out. Those Bids found to be substantially responsive would be evaluated in the second step. The Authority reserves the right to seek any document submitted in the Karnataka Public Procurement Portal in the form of hard copy for the purpose of clarification.

- b. In the **second step**, the information furnished by the Bidders relating to their Technical Capacity and Financial Capacity ("**Qualification Criteria**") would be evaluated as per Clause 2.2.2 of the RFP. Bidders who meet the Qualification Criteria would be considered as qualified Bidders ("**Qualified Bidders**") for third step of evaluation.
- c. In the **third step**, the Financial Bid of only the Qualified Bidders would be opened in accordance with the provision of Clause 3.4 and 3.5 and evaluated to identify the Selected Bidder. The monthly leaserent (the "**Monthly Lease Rent**") to be quoted shall be equal to or more than the Reserve Price provided under clause 1.1.3 (the "**Reserve Price**") for respective Warehouses, shall constitute the sole criteria for evaluation of Financial Bids. Bidder quoting the Highest Monthly Lease Rent for a particular Warehouse shall be declared as Selected Bidder for the respective Warehouse.

1.2.4 Bid Validity

The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the last date for submission of Bids as specified in Clause 1.3 (the "**Bid Due Date**"). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

1.2.5 Earnest Money Deposit

Bidder is required to pay online/offline, along with its Technical Bid, an earnest money deposit for each Warehouse it wants to bid for, equivalent to an amount specified for each Warehouse (the "**Earnest Money Deposit**" or "**EMD**")¹ in table below:

Sr. No.	Warehouse	Amount of EMD (in Rs.) to be paid through online/offline payment mode
1.	Mysore U-III	20,000
2.	Hassana U-I	20,000
3.	Hassana U-II	45,000
4.	Mandya U-I	30,000
5.	Mandya U-II	55,000
6.	Purigali	38000
7.	Kirugaval	38000

¹ As per Rule 26(5), ibid, Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, are exempted from payment of EMD during purchases by all Government Department and State owned PSUs. Provided such MSEs should furnish a certified copy of valid Certificate of Registration as MSEs issued by appropriate Registering Authority.

8.	T.Narasipura	8000
9.	Devanahalli	38,000
10.	Karekallahalli (Gowribidanur)	64000
11.	Vaderahalli	70,000
12.	Hongasandra	30,000
13.	R.K. Shala (Complete Package with 3 godowns)	3,29,000
14.	R.K. Shala – godown I	1,00,000
15.	R.K. Shala – godown II	1,04,000
16.	R.K. Shala – godown III	1,25,000
17.	Tumkur U-II	12,000
18.	Doddaballapur U-II	67,000
19.	Rayapura	45,000
20.	Honnali	35,000

MD paid through online / offline mode shall be made on any of the following e-payment options:

Online Payments:

- i. Debit Card,
- ii. Credit Card,
- iii. Internet Banking

Offline Payments:

- i. Remittance at the Bank Counter using challan (ICICI Bank only) and
- ii. NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement)

For further details regarding e-payment, please refer to the instructions on Karnataka Public Procurement Portal. The Bid shall be summarily rejected if the payment of EMD was not made by the Bidder.

Note: The Authority shall not be held responsible in case of failure on part of the Bidder to furnish EMD through Karnataka Public Procurement Portal or for rejection of Bids by Karnataka Public Procurement Portal for whatsoever reason. No correspondence shall be entertained by the Authority in this regard.

- 1.2.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the right including implementation of the Project. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.

1.2.7 The Financial Bids will be evaluated on the basis of the Monthly Lease Rent payable to the Authority for the Lease Period as to be quoted by the Bidder which shall be equal to or more than the Reserve Price as specified under clause 1.1.3 for the respective Warehouses, in its Financial Bid. The Monthly Lease Rent is the consideration amount in INR against the grant of lease in respect of land parcel, buildings and structures comprising the Project, in terms hereof and more particularly described in the Lease Deed.

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Monthly Lease Rent, which would be equal to or more than the Reserve Price, payable to the Authority for the Lease Period.

Note:

- i. The highest Monthly Lease Rent shall constitute the sole criteria for evaluation of the Financial Bids. Subject to the terms of this RFP, the Project will be awarded to the Bidder quoting the highest Monthly Lease Rent.
- ii. The Monthly Lease Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, surcharges, cesses and other local levies, if any shall be paid by the Selected Bidder extra.
- iii. The Monthly Lease Rent is payable to the Authority on or before 10th(tenth) day of every month in advance for that month throughout the Lease Period (including renewals, if any); and the Monthly Lease Rent payment for the first month of the Lease Period shall be made simultaneously along with the execution of the Lease Deed.
- iv. During the Lease Period (including renewals, if any), the Monthly Lease Rent shall be increased by 5% (five percent) every year over the previous year's monthly rent.
- v. The Lessee should pay the Monthly Lease Rent to the Authority notwithstanding the fact that the Lessee does not take possession or occupies the Project. In other words, the Lessee shall not be entitled to seek any reduction of Monthly Lease Rent, claim, damages, compensation or any other consideration from the Authority on account of any reason.
- vi. The Bidder shall, prior to the execution of the Lease Deed shall pay to the Authority a refundable security deposit for a sum equal to six times the quoted Monthly Lease Rent amount inclusive of applicable taxes as Monthly Lease rent security (the “**Monthly Lease Rent Security**”).

1.2.8 The Highest Bidder shall generally be the Selected Bidder who is offering the highest Monthly Lease Rent to be paid to the Authority for each respective individual Warehouse. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the

process specified in this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.2.9 The Lessee shall have the sole and exclusive right to demand, collect and appropriate revenue from the Project facilities, during the Lease Period at prevailing market rates in accordance with applicable laws, good industry practice and more particularly in accordance with the terms set out under the Lease Deed.

1.2.10 Any queries, request for additional information concerning this RFP or any documents shall be submitted in writing and e-mail to the officer designated below.

To,
The Managing Director
Karnataka State Warehousing Corporation
 # 43, Primrose road,
 Bengaluru-560025
 Phone: 080 23415675.
 Email: mdkswc2018@gmail.com

The envelopes/ communications shall clearly bear the following identification/ title:

"QUERIES/ REQUEST FOR ADDITIONAL INFORMATION: RFP for Selection of Lessee for Leasing of Warehouses on Lease, Store, Operate, Maintain and Transfer (LSOMT) Basis"

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sl No	Event Description	Date
1.	Date and time of availability of Bid Document on Karnataka Public Procurement Portal	From 31.08.2021 to 01.10.2021 upto 17:00 Hrs. IST to be downloaded from the Karnataka Public Procurement Portal https://www.eproc.karnataka.gov.in
2.	Site Visit dates and time	All working days till the date of Pre-Bid Conference meeting, between 11:00 Hrs. to 17:00 Hrs. IST.
3.	Last date for receiving queries	6.09.2021 till 23:59 Hrs.
4.	Pre-Bid Conference meeting date, time and place	Date: 13.09.2021 Time: 12:00 Hrs. Place: KSWC, # 43, Primrose road,

Sl No	Event Description	Date
		Bengaluru-560025
5.	Authority's response to queries by	15.09.2021
6.	Last date and time for submission of Bids online on Karnataka Public Procurement Portal (the " Bid Due Date ")	01.10.2021 at 17:00 Hrs.
7.	Date and Time for Opening of Technical Bid Submission on the Karnataka Public Procurement Portal	05..10.2021 at 11.30 Hrs.
8.	Date and Time for Opening of Financial Bids of Qualified Bidders on the Karnataka Public Procurement Portal	Date and time shall be intimated to the Qualified Bidders.
9.	Issuance of Letter of Award(LOA)	Shall be intimated later
10.	LOA acknowledgement by the Selected Bidder	7 days from issuance of LOA
11.	Signing of Lease Deed	Within 30 days from the date of issue of LOA.
12.	Validity of Bids	180 days from the Bid Due Date
13.	Period for Lease	2(two) years and subsequently extendable with tenures of 1 (one) year perideach (refer Clause 3.2 of Volume II i.e. Lease Deed)
14.	Address for Communications	The Managing Director Karnataka State Warehousing Corporation, # 43, Primrose road, Bengaluru-560025 Phone: 080 23415675 Email:mdkswc2018@gmail.com
15.	Earnest Money Deposit (EMD) Amount	Payable as provided in Clause 1.2.5 of this RFP Document

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids in order to qualify experienced and capable Bidders for selection of Highest Bidder for Warehouse-wise award of the Project. The Financial Bids of the Qualified Bidders shall be subsequently evaluated to select the Highest Bidder for each Warehouse.

2.2 Eligibility and Qualification of Bidders

2.2.1 For determining the eligibility of Bidders, the following conditions are required to be satisfied (the “**Eligibility Criteria**”):

- (a) The Bidder may be a single entity (the “**Single Entity**”) or a group of Single entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a Single Entity and a Consortium

For the propose of this RFP document, the term Single Entity shall mean an individual, proprietorship concern, partnership firm, Limited Liability Partnership (LLP), Hindu Undivided Family (HUF), body corporate, trust, society, company registered under Companies Act or any legal entity or a group of such entities with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.4 below.

Note:

The Bidder for proof of identity shall furnish any one of the following document

- i. An Individual / HUF should furnish copy of GST registration certificate (if available), PAN, Aadhaar Card and the IT returns for the last three financial years preceding the Bid Due Date. And for HUF instrument of creating HUF, if any.
- ii. A company should furnish copy of the certificate of incorporation, PAN, CIN and memorandum of association & articles of association, as a proof of identity.
- iii. A LLP should furnish copy of the certificate of incorporation, PAN, LLPIN and LLP Agreement as a proof of identity.
- iv. A sole proprietorship firm should furnish copy of either the GST registration certificate or PAN & IT returns for the last three financial years preceding the Bid Due Date.
- v. A Partnership concern should furnish copy of registered Partnership Deed, PAN and GST registration certificate.

- vi. A registered society should furnish a copy of GST certificate, PAN, IT returns for the last 3 (three) financial years preceding the Bid Due Date and registration certificate as a proof of identity.
- vii. A trust should submit copy of the registered trust deed, GST registration certificate, PAN and trust registration certificate (if applicable).
- viii. A partnership concern should furnish copy of registered partnership deed, PAN and GST registration certificate.

Note: In case of a Trust or Society bidding for the Project, it should be constituted for a business or commercial purpose. Trust or Society involved in charitable or religious purposes are not allowed to participate in the present tender process.

(b) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, as mutually agreed genuine pre-estimated compensation and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder and Lease Deed or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof in the other Bidder(s) (or any of its constituents) is less than 26% of its paid up and subscribed capital; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder / Single Entity Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common director, third party/parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Bid of either or each other; or
- (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical

specifications of the Project.

- (c) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of execution of the Lease Deed of the Project.

2.2.2 To be eligible for qualification, for each respective Warehouse, a Bidder should demonstrate the following qualification criteria (the “**Qualification Criteria**”):

a. **Technical Capacity**

For demonstrating the technical capacity and experience (the “**Technical Capacity**”), Bidder shall be involved in business related to E-commerce / manufacturing / agriculture / livestock-farming / processing / preservation / food / textile / retail / logistics / trading / stockist / distributor / wholesaler, etc.; which may require storing / custody of commodities of its own or for others in warehouse(s) for providing its output or services. The criteria stipulated here would qualify as the “**Eligibility Criteria**” and the experience in relation to the criteria as “**Eligible Experience**”.

Note: Bidders for demonstrating the Technical Capacity should submit the supporting certificate from the Statutory Auditor / certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India, certifying the Technical Capacity in the prescribed format at Annex-II to Appendix -I.

b. **Financial Capacity:**

For each respective Warehouse to be bid, the Bidder should demonstrate the following financial capacity (“**Financial Capacity**”):

Minimum net worth (“**Net worth**”) equal to 25% of the Estimated Annual Rent (as specified in clause 1.1.3) at the close of the financial year immediately preceding the Bid Due Date i.e. 2019-20.

Note:

- i) In case the Bidder is a Consortium, the Lead Member shall meet at least 60% of the Financial Capacity for purposes of qualification. Furthermore, the combined financial capacity of those Members, who have and shall

continue to have equity share of at least 26% each, should meet the Technical Capacity criteria as specified above.

- ii) In computing the financial capability of the Bidder, the Financial Capability of their respective parent/subsidiary/Associates shall also be considered hereunder. Provided that such parent / subsidiary /Associate whose credentials are being considered for evaluation hereunder, shall continue to be an Associate of the Bidder (if selected for award of the Project), during and throughout the equity lock-in period as set forth herein and more particularly specified in the Lease Deed.
- iii) For demonstrating the Financial Capacity, the Bidder is required to submit the following:
 - a. Audited financial statements of the Bidder for the financial year immediately preceding the Bid Due Date.
 - b. Submit a certificate from Statutory Auditor/ certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India Chartered Accountant, certifying Financial Capacity of the Bidder in the format prescribed at Annex III of Appendix- I.

2.2.3 The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, authorizing the signatory of the Bid to commit the Bidder. In case the individual / sole proprietor himself is signing the Bids, the Power of Attorney in the format at **Appendix- II** is not required to be submitted. However, if the Bids are signed by any other person other than the sole proprietor, the Power of Attorney is required to be submitted in the format at **Appendix- II**. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Appendix-III**.

2.2.4 In case the Bidder is a Consortium, it shall execute the Lease Deed and implement the Project and comply with the following requirements:

- (a) Number of members in a consortium shall not exceed 3 (three), one of whom shall be designated as a Lead Member (the "**Lead Member**") and others as Other Member;
- (b) Subject to the provisions of clause (a) above, the Bidder should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**").The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix-III**, signed by all the other members of the Consortium;

- (d) the Bidder should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and Operation and Maintenance (O&M) obligations;
- (e) A Bidder who has applied for the Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project& also in its individual capacity;
- (f) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix-IV** (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (i) the Lead Member would enter into the Agreement with the Authority on behalf of the members of the Consortium and subsequently carry out all the responsibilities in terms of the Lease Deed;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member of the Consortium;
 - (iii) include a statement to the effect that all members of the Consortium shall, be liable jointly and severally for all obligations of the Lessee in relation to the Project; and
- (g) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Proposal as per format provided in Appendix IV. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive).

2.2.5 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.6 A Bidder, including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity

for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.7 For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person who / which is an individual or company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.8 The following conditions shall be adhered to while submitting a Bid:

(i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(ii) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms or other entities. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at qualification;

(iii) in responding to the Technical Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.2.

(iv) in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein in this RFP.

2.2.9 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification of such financial years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year

followed by the Bidder in the course of its normal business.

2.3 Change in composition of the Consortium

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Lease Deed, it would, notwithstanding anything to the contrary contained in the Lease Deed, be deemed to be a breach thereof, and the Lease shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee. In such an event, notwithstanding anything to the contrary contained in the Lease Deed, the Authority shall forfeit and appropriate the EMD or Performance Security as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.3 Notwithstanding anything to the contrary contained in sub clause (b) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Bid Due date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Bids and costs there of

- 2.4.1 No Bidder shall submit more than one Bid for each Warehouse. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. Any Bidder, who submits more than one Proposal for a single Warehouse, will be disqualified and will also cause the disqualification of the Consortium of which it is a member.
- a. The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the warehouse, consumables, applicable laws and regulations, and any other matter considered relevant by them.
- 2.5.2 To help the prospective Bidders in carrying out due and diligent assessment and inspection of warehouse, the Managing Director of the Authority shall issue a letter of authority to the Bidders upon their request, who have expressed their interest in bidding.

For any assistance in respect to the site visit to the Bidders, clarifications required regarding the RFP document, Bidders can contact the following office at the address given below:

The Managing Director
Karnataka State Warehousing Corporation,
43, Primrose road,
Bengaluru-560025
Phone: 080 23415675
Email: mdkswc2018@gmail.com

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of terms & conditions / requirements, and other information set forth in the Bidding Documents;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Lease Deed; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms hereof.
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
 - (h) made a complete and careful examination of the various aspects of the Project including but not limited to:

- i. the site details (Project site);
- ii. the conditions of the access roads and utilities in the vicinity of the Project Site;
- iii. conditions affecting transportation, access, disposal, handling and storage of materials;
- iv. clearances obtained by the Authority for the Project;
- v. Business potential of proposed project;
- vi. Extent of area in actual possession of the Authority and deviations if any, irrespective of the extent of deviation, from the extent of area details mentioned in this RFP document; and
- vii. all other matters that might affect the Bidder's performance under the terms of this RFP document.

2.6.2 The Authority, its representatives and employees, consultants, advisors, employees and representatives of the consultants and advisors shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid and appropriate the EMDif:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Lease Deed or after its execution and during the period of subsistence thereof, including the Right thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false

information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Deed, and if the Bidder has already been issued the LOA or has entered into the Lease Deed, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Lessee, as the case may be. In such an event, the Authority shall forfeit and appropriate the EMD or the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any right or remedy that may be available to the Authority.

- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Criteria for Evaluation
Section 4.	Fraud & Corrupt Practices
Section 5.	Pre Bid Conference
Section 6.	Miscellaneous

Appendices

I	Letter Accompanying the Bid
	Annex-I Details of Bidder
	Annex-II Technical Capacity of Bidder
	Annex-III Financial Capacity of Bidder
II	Power of Attorney for signing of Bid
III	Power of Attorney for Lead Member of Consortium
IV	Joint Bidding Agreement for Consortium
V	Statement of Legal Capacity of the Bidder

- 2.8.2 The draft Lease Deed provided by the Authority as part of the Bid Document shall be deemed to be part of this RFP.
- 2.8.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFP Documents. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the

RFP Documents in every respect will be at the Tenderer's risk and may result in rejection of its Bid.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but not later than 10(ten) days prior to the bid due date. The responses will be published in the Karnataka Public Procurement Portal without identifying the source of queries.
- 2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through Karnataka Public Procurement Portal. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.9.4 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the last date and time for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigenda or Clarifications.
- 2.10.2 Any Addendum or Corrigendum or Clarification thus issued will be published in Karnataka Public Procurement Portal. Any Addendum or Corrigendum or Clarification issued by the Authority shall form part of the original Bid Document. The published details on the said sources will be binding on the participating Bidders.
- 2.10.3 In order to provide the Bidders a reasonable time to take the amendment into account in preparing their Bids, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline of the Bid Due Date will be published on Karnataka Public Procurement Portal <https://www.eproc.karnataka.gov.in>.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats in the Karnataka Public Procurement Portal and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection as non-responsive.

2.12.2 All the documents of the Bid sought under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers. The Bids must be properly signed by the Authorized signatory of the Bidder holding a Power of Attorney certified by the authorized signatory of the Bidder in the form specified in Appendix II, as the case may be, should accompany the Bids or the Board Resolution.

2.12.3 All the documents of the Bid should be uploaded on the Karnataka Public Procurement Portal www.eproc.karnataka.gov.in using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information's Technology Act, 2000 (Central Act 21 of 2000).

2.13 Submission of Bids

2.13.1 The Bidder shall submit the Bid(s) in the form specified in Clause 2.12.

2.13.2 The Bidder shall submit following documents using their digital signatures in the correct slots in Karnataka Public Procurement Portal. The documents accompanying the Bid(s) submission shall include following documents:

- a. Letter accompanying the Bid in the format prescribed at **Appendix-I** along with Annexes I to III and supporting documents;
- b. If applicable, the scanned copy of the Power of Attorney for signing the Bid as per the format at **Appendix- II**;
- c. If applicable, the scanned copy of the Power of Attorney for Lead Member

- of Consortium as per the format at **Appendix-III**;
- d. If applicable, the scanned copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix-IV**;
 - e. Statement of legal capacity in the format prescribed at **Appendix-V**;
 - f. Legal status documents of the Bidder as specified under clause 2.2.1 (a);
 - g. Financial statements of the Bidder for the financial year immediately preceding the Bid Due Date & Previous three years where be applicable
 - h. Draft Lease Deed with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bids. Changes or modifications or amendments to the Lease Deed, if any shall be done only by the Authority at its sole discretion.
 - i. Any other relevant information/document as requested in this RFP and/or Bidding Documents.

Second Electronic Document - "Financial Bid" Submission

Financial Bid comprising the Monthly Lease Rent which shall be submitted in the slot provided in this regard on the Karnataka Public Procurement Portal. Submission of scanned copies of Financial Bid will not be considered for evaluation and the same will be rejected. The Financial Bid to be provided in the slot in the Karnataka Public Procurement Portal clearly indicating the Bid amount in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the quote mentioned in words will be considered correct.

2.13.3 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13.4 If the documents are not uploaded in the manner as instructed in this RFP document, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. The documents submitted in Karnataka Public Procurement Portal shall prevail.

2.14 Bid Due Date

2.14.1 It shall be the responsibility of the Bidders to ensure that their Bids is submitted in Karnataka Public Procurement Portal on or before the Bid Due Date as provided in Clause 1.3 in the manner and form as detailed in this RFP in complete manner.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Bids will be published on Karnataka Public Procurement Portal.

2.14.3 The Authority will not be held responsible for technical glitches and internet connectivity issues confronted by Bidders in uploading their Bid or for any failure on part of the Bidders to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Bids by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

2.15 Late Bids

The Karnataka Public Procurement Platform will not accept any Bids submitted after the Bid Due Date.

2.16 Modification and Withdrawal of Bids

2.16.1 The Bidder may modify the contents of the Technical Bid or Financial Bid or withdraw its Bids prior to Bid Due Date in Karnataka Public Procurement Portal.

2.16.2 No Bid may be modified subsequent to the Bid Due Date.

2.16.3 No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its EMD, pursuant to Clause 2.23.6.

D. OPENING OF TECHNICAL BIDS

2.17 Opening of Technical Bids

2.17.1 The Authority shall open the Technical Bids in the Karnataka Public Procurement Portal at the designated date and time specified in Clause 1.3 and in the presence of the Bidders who choose to attend. Bidder may depute his authorized representative to attend the opening. Bidder's representative, who is present during the Technical Bid opening, shall sign the register evidencing their attendance. In the event of the specified date of Technical Bid opening being declared a holiday for the Authority, the Technical Bid shall be opened at the appointed time on the next working day.

2.17.2 List of submitted Bids termed as RECEIVED and list of incomplete Bids termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All EMD payments successfully received shall be displayed. Only the Bids which have been submitted in Karnataka Public Procurement Portal and whose EMD payments were successfully received in Karnataka Public Procurement Portal shall be opened. The name of the Bidders shall be published in the Karnataka

Public Procurement Portal.

2.17.3 The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out in Section 3.

2.18 Confidentiality

2.18.1 The Authority shall ensure the confidentiality of the process of Bid Evaluation until orders on the Bids are passed.

2.18.2 Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Authority after the opening of the Bids and prior to the notification of Award and if any attempt by the Bidder to bring to bear extraneous pressures on the Authority shall be sufficient reason to disqualify the Bidder.

2.18.3 Information relating to the examination, clarification, evaluation, and recommendation for the pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

E. QUALIFICATION AND BIDDING

2.19 Qualifying and notification

The Bidders whose Bids are adjudged responsive in accordance with Clause 3.1 shall only be considered for further evaluation of their Technical Bid submission. After the evaluation of Technical Bid Submissions, the Authority would announce a Warehouse-wise list of qualified Bidders, who will be eligible for participation in the Financial Bid (the “**Qualified Bidders**”). At the same time, the Authority would notify the other Bidders that they have not been qualified. The Authority will not entertain any query or clarification from Bidders who fail to qualify/ get shortlisted.

2.20 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.21 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.22 Other Conditions

2.22.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Lease Deed shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Deed.

2.22.2 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.22.3 This RFP is not transferable.

2.22.4 Any award of Right pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.22.5 Bidders are expected to carry out their own due diligence, surveys, investigations and other detailed examination of the Project or its necessary details before submitting their Bids. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultant, or in this RFP, then, the same shall not in any manner bind/make liable the Authority and/or its consultant and/or employees or representatives of the Authority and its consultants, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information and the Bidders are expected to do their own due diligence and investigations into the Project and its related details prior to submission of their Bids.

F. EARNEST MONEY DEPOSIT

2.23 Earnest Money Deposit

2.23.1 The Bidder shall furnish as part of its Bid, an EMD for each warehouse being bid for, referred to in Clause 1.2.5 may be extended by the Bidder from time to time.

2.23.2 The Authority shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

2.23.3 Any Bid not accompanied by the EMD shall be rejected by the Authority as non-responsive.

2.23.4 The Earnest Money Deposit will be returned without any interest by the Authority:

- i. to the Selected Bidder, upon the Bidder executing the Lease Deed and furnishing of the Performance Security Deposit, Monthly Lease Rent Security and the Monthly Lease Rent payment towards first month of the Lease Period.
- ii. To the unsuccessful Bidders, as promptly as possible and in any case within 40 (forty) days of the end of the Bid Validity Period.
- iii. In the event of cancellation of Bidding process by the Authority, within 15(fifteen) days of such cancellation.

The Authority may, at the Selected Bidder's option, adjust the amount of EMD in the amount of Performance Security Deposit / Monthly Lease Rent Security / the Monthly Lease Rent payment towards first month of the Lease Period to be provided by the Bidder.

2.23.5 The Authority shall be entitled to forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation/ damages in any of the events specified in Clause 2.23.6 herein below. The Bidder, by submitting its Bid pursuant to RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity period. No relaxation of any kind on EMD shall be given to any Bidder.

2.23.6 5% (five percent) of the EMD (plus applicable taxes) shall be forfeited and appropriated by the Authority for conditions mentioned in Clause (a) below. For the remaining conditions, the entire EMD shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- b) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by the Bidder from time to time;
In the case of Selected Bidder, if it fails within the specified time limit-
 - (i) to sign the Lease Deed and/or
 - (ii) to furnish the Performance Security Deposit & Annual Lease Rent Security within the period prescribed thereof
 - (iii) to sign and return the duplicate copy of LOA
 - (iv) fails to pay the requisite Monthly Lease Rent from the first month of Lease within the stipulated time period as specified in this RFP
- c) If the Bidder refuses to accept the correction of errors in the Bid.

- d) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- e) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of EMD has been provided under this RFP.

ix. EVALUATION OF BIDS

3.1 Preliminary Examination of Bids

- 3.1.1 The Authority shall cause an initial examination of the Bids submitted to determine their substantial responsiveness and following factors shall be considered, namely
- i. Whether the Bidder meets the eligibility and qualification criteria laid down in the Bid Documents?
 - ii. Whether the crucial documents have been duly signed?
 - iii. Whether the requisite Earnest Money Deposit has been furnished?
 - iv. Whether the Bidder is substantially responsive in terms with the Bid Documents?
- 3.1.2 Bidders which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 3.1.1 above, may be rejected.

3.2 Clarifications

- 3.2.1 During evaluation of Bids, the Authority may, at its sole discretion, seek bonafide clarifications from any Bidder regarding its Bids submitted by them including the details of Financial Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. The Authority shall offer or permit any change in the rates or substance of Bid.
- 3.2.2 If a Bidder does not provide clarifications sought under Sub-Clause 3.2.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.3 Evaluation of Technical Bid

- 3.3.1 The Authority may constitute a Tender Scrutiny Committee as it deems fit and shall carry out scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in Clause 3.3 and 3.4 of this RFP Document.
- 3.3.2 Bidders whose Technical Bids are adjudged as responsive in terms of Clause 3.1 and who fulfils the conditions of eligibility and qualification in terms with Clause

2.2.1 and 2.2.2 shall be declared as qualified bidders (“**Qualified Bidders**”). If a Bidder does not fulfill the eligibility and qualification criteria prescribed as above, the Bidder shall be disqualified.

- 3.3.3 The Financial Bids of only the Qualified Bidders shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 3.4 below.
- 3.3.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.3.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.3.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.4 Opening and Evaluation of Financial Bid

- 3.4.1 The Financial Bids of all the Qualified Bidders will be opened on the Karnataka Public Procurement Portal in the presence of the Bidders(s) representatives who choose to attend on the date and time as may be intimated to the Qualified Bidders.
- 3.4.2 The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bids will be evaluated for undertaking the Project on the basis of the Monthly Lease Rent to be paid and as quoted by a Bidder as per Clause 1.2.7. The Monthly Lease Rent indicated in the Financial Bid shall be deemed as final and the Bidder offering the Highest Monthly Lease Rent for the respective Warehouse in Karnataka Public Procurement Portal to the Authority shall be declared as the Selected Bidder (the “**Selected Bidder**”).

3.5 Selection of Bidder

- 3.5.1 In the event that two or more Bidders quote the same amount of Monthly Lease Rent (the “**Tie Bidders**”) for the same warehouse, Bidder having highest net worth shall be identified as the Selected Bidder by the Authority for the respective Warehouse.
- 3.5.2 In the event that the Highest Bidder withdraws or is not selected for any reason, the Authority may invite the remaining Bidders to match the Bid submitted by the Highest Bidder. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all

Bidders or annul the Bidding Process, as the case may be.

3.6 Letter of Acceptance and Execution of Lease Deed

- 3.6.1 After selection, a letter of award (the “Letter of Award” or “**LOA**”) for each warehouse, in the format prescribed by Authority shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall in terms hereof and more particularly the LOA, execute the Lease Deed within the period prescribed in Clause 1.3 and more particularly in the LOA. The Selected Bidder and / or the Lessee shall not be primarily entitled to seek any deviation in the Lease Deed. However, on request of the Successful Bidder, the Authority at its discretion may accept such modifications if deemed necessary.
- 3.6.3 Failure of the Selected Bidder to comply with the requirements of Clause 3.6.1 and 3.6.2 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.7 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/ representatives / advisor on matters related to the Bids under consideration.

3.8 Payments to be made by the Selected Bidder

As prerequisites to the execution of the Lease Deed, the Selected Bidder shall within 30 (thirty) days of the issuance of LOA and in any case prior to the execution of the Lease Deed make the following payments to the Authority.

i. Performance Security

The Selected Bidder shall furnish to the Authority an amount equivalent to 10% (ten percent) of the Estimated Annual Rent (as specified in clause 1.1.3) of the

warehouse as performance security (the “**Performance Security**”) in the form of an irrevocable and unconditional Bank Guarantee from a Nationalised Bank, in the format prescribed in the Lease Deed thereof, in favor of The Managing Director, The Karnataka State Warehousing Corporation, payable at Bengaluru. The Performance Security shall be kept valid for the period of the Lease Period and additional six (6) months thereon.

ii. Monthly Lease Rent Amount

The Monthly Lease Rent quoted by the Selected Bidder is payable in advance throughout the Lease Period commencing from the execution of Lease Deed (the “**Execution Date**”) by way of Demand Draft from a Nationalised Bank or a Scheduled Bank drawn in favour of “The Managing Director, Karnataka State Warehousing Corporation”, payable at Bengaluru through Real Time Gross Settlement (RTGS) payment to be made in [] Bank in favour of [] bearing account number [] and IFSC Code []. For avoidance of any doubt, Scheduled Bank mean a bank defined under Section 2(e) of the Reserve Bank of India Act, 1934. For the first month of Lease, the Lessee shall pay to the Lessor the Monthly Lease Rent, while furnishing the Monthly Lease Rent Security.

The Monthly Lease Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder extra. The Monthly Lease Rent is payable to the Authority on or before 10th(tenth) day of every month in advance throughout the Lease Period. The Monthly Lease Rent shall be increased by 5% (five percent) every year over the previous year’s rent. The Selected Bidder should pay the Monthly Lease Rent to the Authority notwithstanding the fact that, the Selected Bidder does not take possession or occupy the warehouse. In other words, the Selected Bidder shall not be entitled to seek any reduction of Monthly Lease Rent, claim, damages, compensation or any other consideration from the Authority on account of any reason.

iii. Monthly Lease Rent Security

The Selected Bidder simultaneously to the execution of the Lease Deed shall pay a refundable security deposit to the Authority an amount equivalent to six times the Monthly Lease Rent quoted by the Selected Bidder in its Financial Bid towards the Monthly Lease rent security (the “**Monthly Lease Rent Security**”) by way of Demand Draft from a Nationalised Bank or a Scheduled Bank drawn in favour of “The Managing Director, Karnataka State Warehousing Corporation”, payable at Bengaluru or through Real Time Gross Settlement (RTGS) payment to be made in [] Bank in favour of [] bearing account number [] and IFSC Code []. For avoidance of any doubt,

Scheduled Bank mean a bank defined under Section 2(e) of the Reserve Bank of India Act, 1934. In case of default of payment of any Monthly Lease Rent Security by the Selected Bidder during the Lease Period, the Authority shall without prejudice to its other rights, deduct the said dues from the above Monthly Lease Rent Security. In such case the Monthly Lease Rent Security shall be replenished to its original value within 30 (thirty) days from date of appropriation of such payment by the Authority. Monthly Lease Rent Security shall be kept valid throughout the Lease Period and additional amount to the persisting Monthly Lease Rent Security is required to be paid every year considering the escalation of the Monthly Lease Rent.

x. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Lease Deed. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Deed, the Authority shall reject a Bid, withdraw the LOA, or terminate the Lease Deed, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or other wise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Lease Deed, if a Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Lease Deed, such Bidder or Lessee shall not be eligible to participate in any Bid or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 The Authority requires that Bidders observe the highest standard of ethics during the procurement and execution of Government contracts. In pursuance of this policy, the Government:
- (i) defines, for the purposes of this provision, the terms set forth as follows

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among Tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition
- (ii) will reject Bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

xi. PRE-BID CONFERENCE

- 5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place as mentioned in Clause 1.3. A maximum of two (2) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 Facility for attending the pre-bid conference by the prospective bidders through video conferencing would be made by the Authority. In case if a prospective bidder is desirous in participating the pre-bid meeting through video conference shall at least 3 (three) working days before the scheduled Pre-Bid conference request the Authority for participation by addressing a mail to email-id mentioned in clause 1.3. The link for attending the meeting shall be shared by the Authority at least a day before the pre-bid meeting.
- 5.3 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.4 The Bidder is advised to submit the queries in writing and by email and the same should be sent to the Authority at least 3 (three) working days before the scheduled Pre-Bid conference.

xii. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with the

laws of India and the courts at Bengaluru, Karnataka, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or;
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDICES

APPENDIX I - Letter Accompanying the Bid

(Refer Clause 2.13.2)

Dated:

To,

The Managing Director

Karnataka State Warehousing Corporation,

43, Primrose road,

Bengaluru-560025

Phone: 080 23415679

Email: mdkswc2018@gmail.com

Sub: Bid for “Selection of Lessee for Leasing of Warehouses on Lease, Store, Operate, Maintain and Transfer (LSOMT) Basis for Warehouse [*insert name of warehouse*] bearing No. [*insert warehouse number as per clause 1.1.3*] (warehouse number in words) ”

Dear Sir

With reference to your RFP document dated *****, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

- 2 I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the suitable entity for the aforesaid Project, and we certify that all information provided therein are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the Storage, Operation, Maintenance, Management and transfer of the afore said Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account what soever.
- 6 I certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have any contract terminated by any public authority for breach on our part.
- 7 I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice and fraudulent practice, as defined in Clause 4 of the RFP document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, or fraudulent practice.
 - (e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 6.2 of the RFP document.
- 9 I/ We believe that we/ Our Consortium/ proposed Consortium satisfy(ies) the Qualification Criteria (Technical Capacity & Financial Capacity) and meet(s) the requirements as specified in the RFP document.
- 10 I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting the Bid.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we or any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that no investigation by a regulatory authority is pending either against me / us /any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
- 13 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14 I/ We acknowledge and agree that in the event of a change in control of

- a Consortium member/Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the letter of award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Lease Deed but prior to 1st(first) anniversary of the Lease Execution Date, it would, notwithstanding anything to the contrary contained in the Lease Deed, be deemed a breach thereof, and the Lease Deed shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 15 The Statement of Legal Capacity as per format provided at Appendix-V of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
- 16 I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Lease Deed, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Right.
- 17 I/We offer a EMD of Rs. _____/- (Rupees _____ Only) for the Project in accordance with the RFP Document.
- 18 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 19 The Monthly Lease Rent has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Lease Deed, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- 20 I/we shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 21 I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Projects and the terms and implementation thereof.
- 22 I/we agree and undertake to abide by all the terms and conditions of the RFP document.

- 23 I/ We certify that in terms of the RFP, my/our Net worth is [Rs.____ (in words)].
- 24 I/We agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Deed in accordance with the Lease Deed.

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

Date:

Place:

Yours faithfully,
(Signature of the Authorised signatory)

(Name and designation of the Authorised signatory)
Name and seal of Bidder

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

ANNEX-I to Appendix I - Details of Bidder

1. (a) Name of the entity:
 (b) Country:
 (c) Address:
 (d) Date of incorporation and/or commencement of business:

2. Brief description of the entity including details of main lines of business and proposed role and responsibilities in thisProject:

3. Details of individual(s) who will serve as the point of contact/ communication for theAuthority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) TelephoneNumber:
 - (f) E-MailAddress:
 - (g) FaxNumber:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) PhoneNumber:
 - (e) FaxNumber:
 - (f) E-Mail Address:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 04 (g) should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per table below:

S No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			
3.			

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder (where applicable) and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEX-II to Appendix I - Technical Capacity of the Bidder

(Refer to Clauses 2.2.2(a), 3.2 and 3.3 of the RFP)

(To be submitted on the Letterhead of the Statutory Auditor / Chartered Accountant)

- A. Business related to E-commerce / manufacturing / agriculture / livestock-farming / processing / preservation / food / textile / retail / logistics / trading / stockist / distributor / wholesaler , etc.; which may require storing / custody of commodities of its own or for others in warehouse(s) for providing its output or services.:

Member code :

Item	Particulars
Title & nature of the business	
Entity for which the project was developed	
Location	
Date of commencement of business	
Current status of the business	
Commodities envisaged to be stored in the Warehouse (add separate list of pages if required)	

Note:

1. Provide details of business that have been undertaken by the Bidder.
2. Member Code shall indicate NA for Not Applicable in case of a Single Entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member. Indicate NA for Not Applicable in case of a single entity Bidder.

Signature and Seal of the Statutory Auditor / Chartered Accountant clearly indicating his/her membership number

ANNEX-III to Appendix I- Format for Financial Capacity of The Bidder
 (Refer to Clauses 2.2.2 (b) of the RFP)
 (To be submitted on the letter head of the Bidder)

Bidder Type	Name of the Bidder	Networth (in Rs.)
Company		
Partnership Firm		
Sole Proprietorship Concern		
Registered Society		
Trust		
Individual		
HUF		
LLP		
Others _____ (please specify)		

Name & address of Bidder's Bankers:

Instructions:

1. The Networth should be calculated in the following manner:
 - i. For an Individual / HUF = Value of Land and Building+ Investment in Banks Deposits +Investments in Mutual Funds + Current Account Deposit+ Saving Account Deposit+ Government and Non-Government Security and Bonds+ listed Shares and other listed securities - (Secured or unsecured Loans and Advances and other external liabilities)
 - ii. For Company = (Subscribed and Paid-up shared capital+ Securities Premium Account + Reserves) less (Revaluation reserves + miscellaneous expenditure to the extend not written off + reserves not available for distribution to equity shareholders + capital reserves).
 - iii. For Sole Proprietorship Concern / LLP = Aggregate of Proprietor/Members capital account + Reserves - Aggregate of drawings by Proprietor/Members - Aggregate of advances to Proprietor/Members + Investments in Bank Deposits + Investments in Mutual Funds - (Secured or unsecured Loans and Advances and other external liabilities)
 - iv. For a Society= (Members capital Contribution + Income Surplus + Reserves) less (Revaluation reserves + Miscellaneous expenditure to the extend not written off + Accrued liabilities)
 - v. For a Trust = Corpus + Reserves not set aside for any particular purpose.
 - vi. For a Partnership Concern = Capital contribution of partners and undistributed profits of the partners

2. The Bidder shall also provide the name and address of the Bankers to the Bidder.
3. Special Instructions for Sole Proprietorship or an Individual:
 - (a) In the Net Worth column, besides the funds available in the books of account of the firm, the Sole Proprietor should furnish the details of fixed deposits/ time deposits/ bank deposits in banks / units of Mutual Funds, in the Sole Proprietor name, as on March 31, 2021.
 - (b) Details of Bank Accounts of the Sole Proprietor:

SL No	Name of Bank	Address of the Bank	Account No.	Account Balance as on March 31, 2021
1.				
2.				
	Total			

- (c) Details of Mutual Fund Accounts of the Sole Proprietor or an Individual:

S. No.	Name of Mutual Fund	Address of the Mutual Fund	Account No.	No. of Units (a)	NAV per unit as on March 31, 2021 (b)	Total NAV as on March 31, 2021 (a) * (b)
	Total					

4. Along with the above format and information, the Bidders for demonstrating the Financial Capacity should furnish the following:
 - i. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for Financial Year preceding the Proposal Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- ii. Statutory Auditor's / practicing Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in the format provided below:

Format for Certificate from Statutory Auditor / Chartered Accountant for Financial Capacity of the Bidder

(To be submitted on the Letterhead of the Statutory Auditor / Chartered Accountant)

We have verified the relevant statutory and other records of _____ [Name of the Single Business Entity or Individual], and certify that the Net worth as at the close of the preceding financial year is as follows:

Bidder Type	Name of the Bidder	Networth (as at 31st March 2021) (in Rs)
Company		
Partnership Firm		
Sole Proprietorship Concern		
Registered Society		
Trust		
Individual		
LLP		
HUF		
Others _____ (please specify)		

This certificate is being issued to be produced before Karnataka State Warehousing Corporation for the "Selection of Lessee for Leasing of Warehouses on Lease, Store, Operate, Maintain and Transfer (LSOMT) Basis"

Signature and Seal of the Statutory Auditor / Chartered Accountant clearly indicating his/her membership number

APPENDIX II - Power of Attorney for signing of Bid
(Refer Clause 2.2.3)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **"Selection of Lessee for Leasing of Warehouses on Lease, Store, Operate, Maintain and Transfer (LSOMT) Basis"**, Project proposed developed by The Karnataka State Warehousing Corporation (the **"Authority"**) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Deed and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Lease Deed with the Authority.

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

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

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the*

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

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix III- Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.4)

Whereas the Authority (“**Authority**”) has invited bids from interested parties for Selection of Lessee for Leasing of Warehouses on Lease, Store, Operate, Maintain and Transfer (LSOMT) Basis (the “**Project**”).

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the lease, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid[s] for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid[s] for the Project and/ or upon award thereof till the Lease Deed is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20-- --

For (Signature) (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV - Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013 / individual / proprietorship concern / partnership firm / Limited Liability Partnership / Hindu Undivided Family / body corporate / trust / society / a legal entity} and having its registered office / address at and holding CIN / Aadhaar No..... and PAN No..... (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013 / individual / proprietorship concern / partnership firm / Limited Liability Partnership / Hindu Undivided Family / body corporate / trust / society / a legal entity} and having its registered office / address at and holding CIN / Aadhaar No..... and PAN No.....(hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013 / individual / proprietorship concern / partnership firm / Limited Liability Partnership / Hindu Undivided Family / body corporate / trust / society / a legal entity} and having its registered office / address at and holding CIN / Aadhaar No..... and PAN No.....(hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}*

*The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. _____, established under the _____, represented by its _____and having its principal offices at _____] (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. dated(the “RFP”) for Selection of Lessee for Leasing of Warehouses on Lease, Store, Operate, Maintain and Transfer (LSOMT) Basis(the “**Project**”).
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, the Lead Member would enter into the Agreement with the Authority on behalf of the members of the Consortium and for perform all its obligations as the Contractor in terms of the Lease Deed for the Project.

4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and implementation of the Project in accordance with the Lease Deed;
- b) {Party of the Second Part shall be {the Financial Member of the Consortium;} and
- c) {Party of the Third Part shall be the Other Member of the Consortium}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Lease Deed, in accordance with the Lease Deed.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws and has all requisite power and authority to enter into this Agreement;

- b. {The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.}

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect in accordance with the Lease Deed, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is does not qualify the eligibility or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

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

APPENDIX V - Format for statement of legal capacity
(To be forwarded on the letterhead of the Bidder)

Date:

To,
The Managing Director
Karnataka State Warehousing Corporation,
No.43 Primrose road
Bengaluru-560025
Phone:080 23415675
Email: mdkswc2018@gmail.com

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

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

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)

**Please strike out whichever is not applicable.*

APPENDIX VI
Address of the Warehouses

SI No.	Name of Warehouse Center	Name of Regional Manager / Warehouse Manager	Mobile No.	Address
	MYSORE U – III	RENUKA SWAMY REGIONAL MANAGER	7760966937	State Warehouse, U-III MahalaxmiBadavana, HPC Road, Opp. Cauvery Ford, Hebbal MYSORE 570 015.
	HASSAN U-I	GRIESH RAJ URS WAREHOUSE MANAGER	7795065984	State Warehouse, U-I B.M.Road, Arpita Bajaj Showroom opposite <u>HASSAN - 573 201.</u>
	HASSAN U-II	HAMSA. N WAREHOUSE MANAGER	7760966905	State Warehouse, U-II KAIDB Industrial Area, H.N.Pura Road, <u>HASSAN - 573 201.</u>
	MANDYA U-I	LOKESH D.S WAREHOUSE MANAGER	7760966947	State Warehouse, U-I Srinivasapura, Mysore Bangalore Road, Opp. Hotel Amaravathi, <u>MANDYA- 571 404.</u>
	MANDYA U-II	SUSHMA P.P WAREHOUSE MANAGER	9686911581	State Warehouse, U-II Kalenahalli Post, Yaliyur Kodi, Bangalore-Mysore Road, <u>MANDYA- 571 404.</u>
	PURIGALI	DHARMALINGAIAH WAREHOUSE MANAGER	9886698883	State Warehouse, Sujjala road, near Horticulture farm, Purigali, Malavalli Taluk
	KIRUGAVAL	DHARMALINGAIAH WAREHOUSE MANAGER	9886698883	State Warehouse, Koodena koppal, Market Road, Malavalli Taluk, Kirugaval
	T.NARASIPURA	SHIVAMMA WAREHOUSE MANAGER	7760966938	State Warehouse, Link Road, T.Narasipura
	DEVANAHALLI	NARASIMAMURTHY WAREHOUSE MANAGER	8892815392	State Warehouse, Bangalore Bagepalli Road, Near Vijaya Bank <u>DEVANAHALLI - 562110.</u>
	KAREKALLAHALLI (GOWRIBIDANUR)	NAGARAJAIAH WAREHOUSE MANAGER	7760966925	State Warehouse Behind Morarji desai School, Karekallahalli Gowribidanur
	VADERAHALLI	GAYATRI WAREHOUSE MANAGER	9325479170	State Warehouse Dasanapura, (Near new APMC yard Yeshwanthpura) Vaderahalli , Bangalore
	HONGASANDRA	ASHWATH WAREHOUSE MANAGER	9449670766	State Warehouse, Kudlu Gate, Hosur road, Bangalore-560068

	RK SHALA	ASHWATH WAREHOUSE MANAGER	9449670766	State Warehouse Ramakrishna Pura Anekal Road , BENGALURU
	TUMKUR U-II	GAYATRI WAREHOUSE MANAGER	9325479170	State Warehouse, U-II Sira Road, near D.C.Bangalow, Antharahalli, Sira Gate, <u>TUMKUR – 572 106.</u>
	DODDABALLAPUR U- II	PRAKASH WAREHOUSE MANAGER	7892153735	State Warehouse, Doddaballapura – Gowribidanur Highway, Melanayakandra Halli. <u>DODDABALLAPUR - 561 203.</u>
	RAYAPURA	S.M. PATIL WAREHOUSE MANAGER	7760966982	State Warehouse, KIDBA, in Front of RTO Test Drive, Rayapura, DHARWAD