



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)

सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



No. CRWC-II/CO/Circular/2021-22/1053

Date 17.09.2021

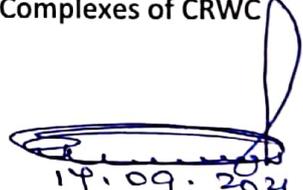
CIRCULAR

Subject: Policy of Storage Reservation Tariff (per sqr mtr per month for Parcel/Cold Chain/e-Commerce business at Railsid Warehouse Complexes of CRWC.

There has been increasing demand of storage space from Parcel/cold chain/e-commerce companies and vacant space at RWCs may be offered for the same.

The revised tripartite MOU with Railways entered into in May 2021 has been modified and provides for at least 70% of warehousing capacity for Rail borne traffic cumulative for all RWCs in place of individual 70% capacity of each RWC.

Accordingly, Competent Authority has approved the Policy of Storage Reservation Tariff (per sqr mtr/month for Parcel/Cold Chain/e-Commerce business at Railsid Warehouse Complexes of CRWC (enclosed) implemented with immediate effect.


17.09.2021
Rajesh Kumar Singh
Sr Manager (Comm.) - II

Encl. As above

To,

- All Terminal Managers

Copy To:

- PS to MD, CRWC, C.O., New Delhi - for kind information of MD.
- GM (RLD), AGM (RLD), CWC, New Delhi.
- Add GM (F&A), Add GM (P&E), CRWC CO, New Delhi.
- Sr Manager (Commercial)-I, Sr Manager (HR), Sr Manager (IT), CRWC CO, New Delhi.
- Company Secretary, CRWC CO, New Delhi.

इस कार्यालय में हिन्दी के पत्रों का स्वागत है।



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POLICY OF STORAGE RESERVATION TARIFF (PER SQUARE METER PER MONTH) FOR PARCEL/COLD CHAIN/E-COMMERCE BUSINESS AT RAILSIDE WAREHOUSE COMPLEXES OF CRWC

A) NEED AND OBJECTIVES:

The COVID 19 pandemic has brought about many sweeping changes in people's lifestyles, including a heavy dependence on e-commerce platforms. Therefore, there is increasing demand of warehouse/storage space from parcel/cold chain/e-commerce companies.

Further, the revised tripartite MOU with Railways entered into in May 2021 has been modified and now provides for at least 70% of warehousing capacity for Rail borne traffic cumulative for all RWCs in place of individual 70% capacity of each RWC.

Hence, the vacant space at RWCs may be offered to parcel/cold chain/e-commerce companies. This may become a good source of income for CRWC.

B) GUIDING PRINCIPLES:

CWC offers warehouse space to e-commerce/parcel cargo/cold chain companies on per square meter per month basis and the space is offered to customers on first come first serve basis at the rate prescribed.

Based on the same CRWC tariff committee examined the tariff of nearest CWC warehouse location and has derived the storage reservation tariff on per square meter per month basis for all RWCs as mentioned below:

Sr. No .	CRWC Terminal Location	Nearest CWC Warehouse Location	Category of Warehouse	Gross Area Rate of CWC (Sq.Mtr/Month) (Rs.)	Next Higher Slab of Category of W/H	Gross Area Rate of CWC (Sq.Mtr/Month) (Rs.)	Reservation Rate for CRWC (Sq.Mtr/Month) (Rs.)
1	Shakurbasti, Delhi	Kirti Nagar/R P Bagh	1800B	493	1800C	525	525
2	Ghaziabad, UP	Sahibabad I / II	1770A	405	1770B	435	435



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3	Alamnagar, Lucknow (UP)	Lucknow-I/II	1030	209	1060	221	221
4	Roza, Shahjahanpur (UP)	Shahjahanpur	950	197	1030	209	209
5	Pahleja, Bihar	Mohania	860	183	950	197	197
6	Yamuna Bridge, Agra (UP)	Etawah (UP), 140 km	950	197	1030	209	209
7	Nishatpura, Bhopal	Bhopal-I/II	860	183	950	197	197
8	Sanathnagar, Hyderabad	Sanathnagar	1060	221	1090	234	234
9	KoodalNagar, Madurai	Madurai-I/II	1030	209	1060	221	221
10	Korukkupet , Chennai	Royapuram/Madhavaram	1530	317	1560	347	347
11	Whitefield, Bangalore	Bangalore(WF)	1030	209	1060	221	221
12	Mysore, Karnataka	Mandya	740	149	780	158	158
13	Hatia, Ranchi	Ranchi	1090	234	1250	249	249
14	Kandla, Gujrat	Kandla-II	740	149	780	158	158
15	Badnera, Amravati	Amravati	950	197	1030	209	209
16	Nashik Road, Nashik	Nasik	1030	209	1060	221	221
17	Dankuni, West Bengal	Panchpara	950	197	1030	209	209
18	Saswad Road, Pune	Pune	1400	265	1500	282	282
19	Jogeshwari, Mumbai	Vashi	1770B	435	1770C	444	444
20	Fatuha, Bihar	Patna	860	183	1090	234	234

***The above tariff is applicable till 31.03.2022.**

The above tariff will be offered to e-commerce/parcel cargo/cold chain customers for vacant RWC space on first come first serve basis with the following conditions:



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1. Preference will be given to such depositors/ customers who handles / do consolidation of rail-based cargo, parcel, cold chain, e-commerce etc, on long term dedicated basis to promote rail bound freight traffic. However, in absence of rail-based traffic, road-based commodities will also be permitted for storage under per sqm reservation.
2. No subletting is allowed.
3. Ratio of 70: 30 for Railways and Road Traffic to be strictly maintained.
4. Complete vacant space is not to be allotted to one depositor to avoid any subletting.

C) MODEL AGREEMENT:

The parties desirous of utilize the storage space under this policy will have to execute an agreement with CRWC. The Model agreement for e-commerce/parcel cargo/cold chain users for use of storage space on reservation basis is enclosed at Annexure – 1.

D) POLICY EFFECTIVE DATE:

The policy is effective from 17th September 2021.

E) PERIODIC REVIEW OF TARIFF:

The tariff in force will be reviewed by the tariff committee on yearly basis and must be implemented at the start of financial year i.e., 1st April of respective financial year.

F) PROCEDURE OF TARIFF REVIEW: The Terminal Manager will send the proposal to the tariff committee consisting of the following members:

- GM, RLD, CWC, NEW DELHI.
- Add. GM (F&A), CRWC, NEW DELHI.
- Sr. MANAGER (COMM.) – I, CRWC, NEW DELHI.
- Sr. MANAGER (COMM.) – II, CRWC, NEW DELHI.

The committee shall submit its recommendation to Competent Authority i.e., Managing Director.



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G) APPLICABILITY OF THE POLICY:

The above Policy is applicable for vacant partial space/compartments and not for the full go-down. In case full warehouse to be offered to a single user, open tender will be invited for the same. Under this Policy the inventory control will be done by the party itself.

H) OTHER SALIENT FEATURES OF THE POLICY:

Space/tenure shall be extended or reduced from time to time to the customers in view of the following factors:

- Behaviour of market forces.
- Extension of assured business by the customers.
- Occupancy/Utilization of the Warehouse.
- Operational Challenges (if any).

I) AMENDMENTS/INTERPRETATION AND RELAXATION:

The company may, at any time, depending upon requirement, modify/amend or alter any of the Rules/Procedure of this Policy in the overall interest of the Company. The Managing Director shall have the power to interpret these Rules, make corrections in the policy and in case of any doubt to provide clarification and his decision shall be final. He may also relax the provision of these Rules in the overall interest of the company.

**MODEL AUTHORIZATION AGREEMENT FOR USE OF STORAGE SPACE ON
RESERVATION BASIS BY E-COMMERCE/PARCEL/COLD CHAIN CUSTOMER AT
RWC.....**

THIS AUTHORISATION AGREEMENT for use of storage space on reservation basis is made on this ____ day of _____ between Central Railside Warehouse Company Limited having its Railside Warehouse Complex (RWC) at _____ represented by Terminal Manager (hereinafter called “**CRWC**” which expression shall include its successor or successors in interest and assigns) and M/s _____, represented by its authorized signatory (letter of authorization / Board Resolution/Power of Attorney to be enclosed Shri _____(_____) (hereinafter referred to as “the Second Party” which expression shall include its successor or successors in interest, legal heirs and representatives). As the CRWC is going to merge with Central Warehousing Corporation (hereinafter called “**CWC**”), after merger this agreement will be applicable for CWC as well.

AND WHEREAS the Second Party has requested CRWC for providing storage space at Railside Warehouse Complex (RWC) , _____ for storage of _____ belonging to the second party or its clients as service provider (letter of authorization to be enclosed). In consideration of the Second party’s request vide their letter dated -----CRWC agrees to provide the storage space of _____square meter (sqm) at RWC, _____ on the following mutually agreed terms and conditions:

1) Period of Agreement

- 1.1)** The Second Party will utilize the storage space of _____sqm Covered space and -----sqm open space on “**as is where is basis**” for a period of 01 (one) year on yearly extension basis, w.e.f. _____. Both CRWC and Second Party shall have the option of renewing this agreement on mutually agreed terms and conditions. The storage space has been given by CRWC to Second party on license basis for the specified purposes as mentioned in the agreement.
- 1.2)** A site plan shall be prepared and enclosed, as annexure to the agreement. Terminal Manager with the help of E&P department along with the second party (depositor) will jointly prepare the site plan of the reserved area which will contain the breakup of storage space i.e. open, covered, parking, office, dock, roof, and north-south-east-west directions of the space, including left, right, front and back mark.

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

2) Storage Charges (as applicable)

2.1) The rate of storage charges shall be **Rs._____/per square meter per month** for covered area and **Rs._____/per square meter per month** for open area or part thereof on **gross area basis**. The aforesaid storage charges shall be subject to enhancement during the term of this Agreement at the rate of **5% (five per cent)** every year applicable from the anniversary of this agreement, on last paid storage charges (on compoundable basis). The GST or any other tax in lieu thereof levied by the Central/State Government on the same as applicable from time to time, shall be payable extra by the Second Party.

OR

The rate of storage charges shall be **Rs._____/per square meter per month** for covered area and **Rs._____/per square meter per month** for open area or part thereof on gross area basis. The aforesaid storage charges shall be subject to enhancement during the term of this agreement as decided by CRWC for its annual escalation. The escalation will be effective from 1st April of the financial year. The GST or any other tax in lieu thereof levied by the Central/State Government on the same as applicable from time to time, shall be payable extra by the Second Party.

Note: Tariff escalation w.e.f. 1st April will be compulsory for the agreement signed for one year period or less than one year period.

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

3) Security Deposit

The second party has deposited Rs._____(Rupees in words) towards security deposit equivalent to **03 (three)** months storage charges in the form of Bank Guarantee (BG)/Demand Draft issued by any Nationalized Bank valid upto the expiry of the contract period plus 02 months.

3.1) Additional security deposit (if applicable)

The value of security deposit shall be increased annually in line with the increase of the Fixed charges. The second party shall deposit

additional Security Deposit (if applicable) of Rs..... (Rupees in words) towards storage charges in the form of Bank Guarantee (BG)/Demand Draft issued by any Nationalized Bank valid upto the expiry of the contract period plus 02 months.

- 3.2) In case of breach of any of the terms & condition of the agreement, CRWC has a right to forfeit the Security deposit of the party.
- 3.3) The Security Deposit shall be refunded to the depositor on completion or termination of the agreement, provided the second party clears all dues of CRWC and No Dues Certificate is issued by the Terminal Manager.
- 3.4) CRWC shall be at liberty to recover any due amount, from the security deposit or any additional security deposit, on termination of contract, irrespective any other remedy available to CRWC under the law.
- 3.5) The security deposit and additional security deposit shall not carry any interest.

4) Insurance of stock and property

- 4.1) The Second Party shall make their own arrangements for comprehensive insurance of stocks stored, facilities created and their staff /workers working in the demised premises and also for the equipment, furniture and fittings, etc, installed by them in the demised premises, etc, covering against all insurable risks such as theft, burglary, pilferage, flood, cyclone, fire, civil commotion, accident etc including renewal of the insurance policies from time to time and keeping the policies in force. CRWC shall not be responsible to make good any losses/damages to goods and the other items and / or persons, as mentioned herein above. The Second Party shall indemnify CRWC, for all the costs which may be incurred by CRWC for loss minimization with respect to insurance claim or any consequential loss to CRWC. The Second Party shall endorse the location of CRWC Warehouse to protect the interest of CRWC, as Bailee of the goods and shall provide copy of insurance policy to CRWC every year after renewal.
- 4.2) The building insurance shall be arranged by CRWC at its own cost. In case of any malafide action or negligence on the part of the Second Party or his employees or any other person on his behalf as a result of which the claim of CRWC is rejected, Second Party shall compensate the loss to CRWC. The decision of the Terminal Manager, RWC.....in this regard will be final.

5) Payment terms

- 5.1) The payment of storage charges shall be made within 10(Ten) days of raising the bill **in advance**. It is also agreed that such bills would be submitted to the Depositor by the Terminal Manager, CRWC, on or before the 3rd day of every month. In case the payment is delayed or not made within 10 (Ten) days from the date of submission of bill by Terminal Manager, interest @ **12.5 %** per annum will be charged and it will be payable by the second party (Depositor).
- 5.2) The second party shall ensure to pay consideration in full to CRWC irrespective of whether the said premises remains totally or partly/ partially unutilized during the period of agreement.

5.3) Default in payment

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

6) Overall Supervision

The Second Party will ensure to carry on their transactions in the said godown under the overall discipline of CRWC and shall also abide by various laws & compliances of the land/Railway rules/obligations with regard to activities carried out by them. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the godown floor at any given time shall not exceed 3.33 MT per sqm. Second party will ensure compliance to Railway Rules/ obligations with regard to activities carried out by them, and any claim, penalty of any liability what so ever will be complete responsibility of the second party.

7) Compliance to prevalent laws

- 7.1) The Second Party is required to take all the clearance/permission, etc, for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same will be borne by the Second party and CRWC will not be responsible for the same including the

expenses for defending/initiation of any legal suits/proceedings. The necessary assistance as may be required for this purpose shall be provided by CRWC within legal framework to the second party, without any liability of whatsoever nature including any financial liability.

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

7.3) Liability for labour and/ or personnel engaged and compliance of the laws:

The second party shall be responsible for compliance of the various Government Acts, as applicable from time to time and the rules made there under, including labour related legislations like Provident Fund, Employees state Insurance Benefits, Workmen Compensation Act as well as commercial laws such as shops and Establishment Act and the GST Acts, Environment Protection Act etc. while utilizing warehousing facility and engaging the manpower for furthering the said operation by them in any manner. The second party further agrees that it shall indemnify from and against any claims, demands, costs, charges, expenses and losses whatsoever that may arise on account of any contravention or breach by the second party of the above.

7.4) CRWC shall not be liable in any way to the second party, its officers, servants, agents and bonafide visitors or customers using the said premises for any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or to any of their properties in the course of uses of the said facility and liability for the same shall lie with the user.

8) Responsibility of stocks and Inventory

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

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

9) Access Control

9.1) Access control, at the main gate of the warehouse, to be manned by CRWC and recording the movement of inward and outward of vehicles shall also be done by CRWC, for which the second party shall produce requisite document / information to the authorized representative of CRWC at main gate.

10) Provision for Utilities and the payment of utility charges

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

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

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

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

10.5) Separate sub-meter is to be installed by the Second Party at their cost and the electricity charges to be paid on actual basis as calculated in the highest applicability of Electricity Supply Authority's rates along with proportionate minimum charges under highest slab-cess and levies, service tax/GST or any other tax, if any, calculated on actual consumption basis, by the second party with due intimation and necessary documentary proof of such payment.

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

payments every month to CRWC.

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

11) Operational hours

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

12) Creation of temperature controlled covered area

- 12.1)** The second party may convert the existing covered warehousing space into controlled atmosphere and temperature / cold storage system, at their own cost, after the prior approval of CRWC.
- 12.2)** On completion of the agreement period, second party will hand over the covered space in its original condition i.e. prior to conversion/creation of CAT/CS. If the second party fails to restore the same, restoration of the infrastructure will be done by CRWC and the depositor shall pay at double of actual expenditure incurred.
- 12.3)** The second party, with the prior approval of CRWC, may construct / create new CAT/CS system, at their own cost, in the open space allotted to them. The storage charges of said area shall be charged at the same rate as of the covered area tariff, prevailing under the agreement.

13) GST and other taxes

- 13.1)** The Second Party shall have to bear GST and any other tax levied by Central/State/Local bodies from time to time including Stamp Duty, if any, imposed on execution on this agreement. The Second party shall also have to bear the GST, tax/duty etc. imposed in the aforesaid transaction on account of enactment of any new Act or any amendments made in the existing Acts/ Rules.
- 13.2)** Any other tax/levy imposed by the local bodies on account of their business activities / operations at RWC, -----, the same shall be borne / payable by the Second Party without any demur.

14) Subletting

As per tripartite MOU signed between Ministry of Railways and CRWC and CWC, CRWC construct, develop and maintain the Railside warehouse complexes at its own cost on the land leased by Railways. Therefore, the second party is strictly prohibited to sublet/assign/transfer/sub-license/sign any agreement with the third party for the demised premises except as permitted in this agreement. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination, as per clause 17. In case any sublet/transfer/sub-license/sign comes to the notice of the CRWC, the security deposit is liable to be forfeited.

15) Creation of permanent or temporary infrastructure:

15.1) CRWC has continuous access from one end to other. Therefore, the **Second party** can provide/construct partition wall at its own cost (as per their requirement) to separate rest of the area not allotted to them with prior approval of CRWC.

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

15.3) The second party may with prior permission of CRWC create **temporary structure**, parking, pathway, fenced area, electrical lighting, etc, and / or for open storage for commercial or operational purpose, in exclusive manner, in the open area allotted under this agreement. The depositor shall make request for additional open area for such purpose on payment of storage charge @ 60% of the covered area rate of RWC.....

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

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

15.6) In no case the Depositor will use approach road for parking of vehicles. For dedicated parking space, the depositor shall make request for any

additional open area on payment of storage charge @ 60% of the covered area rate of RWC.....

15.7) CRWC will be at its liberty to rent out **its unallocated** vacant land for mobile tower, ATM, Hoarding for advertisement and the depositor will not create any hindrance. Further, depositor shall not claim share or otherwise on the income/revenue/profits received from these facilities.

16) Alteration and modification

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

17) Termination of agreement

17.1) The agreement can be terminated by either party by giving 03 months advance notice or charges in lieu thereof. However, in case any breach of provisions/ conditions of this agreement by the Second party, CRWC can immediately terminate this arrangement, without resorting to 03 months' notice, by giving 15 days' notice to the second party in writing. If the second party fails and/ or neglects to observe or comply with any of the covenants on its part herein contained for any reason whatsoever provided the breach is not remedied within 15 days of receiving intimation of the same from the CRWC.

17.2) This agreement shall terminate on completion of period of agreement as per clause 1.1 or on default in payment under clause 5.3 of this agreement.

18) Restoration of infrastructure at the time of eviction/completion of agreement

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

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

18.3) Any improvements made in the warehousing infrastructure and any other

immovable asset created by the Second Party shall be left as it is by second party without any cost to CRWC.

19) Removal of stock at the time of completion of Agreement

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

20) Anti-Corruption

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

21) Cleanliness of Warehouses

The Second Party will ensure proper disposal of the debris, garbage, discarded packaging material on day-to-day basis at their own cost. Further second party shall be responsible for maintaining hygiene in the demised premises. **If Second Party fails to remove debris, garbage, discarded packing material even after reminded by CRWC, it shall be removed by CRWC at the risk and cost of the Second Party. Also, if any claim/compensation/penalty received from any Govt/Statutory Authority or any other department or agency, will be complete responsibility of second party.**

22) Installation of Fire Fighting system

The Depositor shall install firefighting system in the area allotted to them in accordance with the requirement of the standard, as and when required and they shall be solely responsible for any violations or any fire hazards.

23) Force Majeure: -

Performance by either party of its obligations under this Agreement shall be subject to Force Majeure condition which is an extraordinary event or

circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term “act of God” (e.g., flooding, earthquake, volcano or derailment of trains, withdrawal of permission by Railways to operate RWC), prevents one or both parties from fulfilling their obligations under the contract.

It is expressly agreed by and between the parties hereto that the second party shall not claim any loss or damage caused to the interior of the said premises or any of its equipment, furniture, fixtures and articles in the said premises by reason of natural calamity, riot, war or circumstances beyond the control of the CRWC.

24) Arbitration clause:

- (i) All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Railside Warehouse Company Limited, New Delhi. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Limited, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim [s] of the contractors, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period [of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him. Subject as aforesaid the **Arbitration & Conciliation Act 1996** and amended thereof, shall apply to the Arbitration proceedings under this clause.

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

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

26) Jurisdiction by Courts

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

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

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

WITNESS:

FON BEHALF OF CRWC

Sr. Manager (Commercial)

1.

2.

WITNESS:

ON BEHALF OF _____

Authorized signatory

1.

2.