भा.क.नि.
CCI

भारतीय कपास निगम निनमटेड

(भारत सरकार का उपक्रम, वस्त्र मंत्राि◌य के अंतगगत)

“Constantia Bldg.3rd floor,11,Dr.U.N.Brahmachari St.Kolkata-700 017

Tel.No.2281-2208,2281-1358,2281-1160

निगनमत पह्चाि◌ संख्या :U51490MH1970GOI014733

कार्यालय परिसर लीव एंड लाइसेंस किराया देने की निविदा सुचना

2601 वर्ग फीट कार्यालय परिसर लीव एंड लाइसेंस बेसिस पर किराया पर “as is where is basis” पर देने हेतु दो बोली प्रणाली में मोहरबंद निविदा आमंत्रित करता है | नियम और शर्तों का विवरण सीसीआई के वेब साईट www.cotcorp.org.in. और www.eprocure.gov.in पर उपलब्ध हैं। निविदा प्रस्तुत करने की अंतिम तिथि दि. **15.09.2023** **अपराह्न 1.30** बजे तक है।

सहायक महा प्रबंधक

भा.क.नि.
CCI

THE COTTON CORPORATION OF INDIA LTD

(A Govt. of India Undertaking, Ministry of Textile)

“ Constantia”, 3rd floor, 11,Dr.U.N.Brahmachari Street, Kolkata-700 017

Tel.No.2281-2208,2281-1358,2281-1160

CIN:U51490MH1970GOI014733

OFFICE PREMISES AVAILABLE

2601 Sq.ft. ready built office space available on leave & licence basis at “Constantia” Gr.fl. 11, Dr.U.N.Brahmachari Street, Kolkata – 700017 on “As is where is basis” . The detailed terms & conditions can be downloaded from our website www.cotcorp.org.in and www.eprocure.gov.in Last date of submission of quotation is on **15.09.2023 upto 1.30 P.M .**

Assistant General Manager

1.	Title of the Tender	:	Letting out ready built office premises admeasuring an area of 2601 sq.ft. on leave & license basis at "Constantia", Ground floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on "as is where is basis".
2	Tender Ref. No.	:	CCI/KOL/ADMN/49-C/2023-24 dated 28.08.2023
3	Product Category	:	Letting out office Premises on leave & licence basis
4	Sub Category	:	Letting out ready built office Premises on leave & license basis at "Constantia".
5	EMD	:	Rs.50,000/-
6	Tender Value	:	NIL
7	Document Cost	:	NIL
8	Tender type	:	Leave and License
9	First announcement Date & Time	:	
10	Last Date & Time of Document Collection	:	All working days between 11.00 am to 5 p.m. up to 13.09.2023
11	Last Date & Time of Submission of tender	:	On or before 15.09.2023 at 1.30 p.m.
12	Opening Date & Time	:	15.09.2023 at 2.00 p.m. only Technical Bid
13	Pre bid meeting	:	14.09.2023 at 12.00 a.m.
14	Work description	:	Letting out ready built office premises admeasuring an area of 2601 sq. ft. on leave & license basis at "Constantia", Ground floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on "as is where is basis".
15	Pre-Qualification	:	**i)** PAN under Income tax authority (Govt. of India), **ii)** GST Number **iii)** The Bidder should give Self- Certificate that they have not been blacklisted by any Central/State Govt. Agency in past three years. **iv)** EMD Amount Rs. 50,000/- **v)** If broker submits tender on behalf of Bidder then Authorization letter from the Principal Bidder should be enclosed. **vi)** Certificate of Incorporation/Partnership Deed (In case of banks Description / Extraction of Act to be submitted). **vii)** Audited Annual Accounts for the Financial Year 2020-21, 2021-22, 2022-23 (only Balance sheet & P & L Account.) **viii)** Solvency certificate from scheduled Banks (excluding Co-operative Bank) of Rs.10.00 lac.) {Public/ Private Sector Banks are exempted for Bank submission of solvency certificate }

भारतीय कपास निगम लिमिटेड

(भारत सरकार का उपक्रम वस्त्र मंत्रालय के अंतर्गत)

कांस्टानिया, 3rd फ्लोअर, 11, डॉ.यु.एन ब्रम्हाचारी स्ट्रीट, कोलकोता -700 017

दूरभाष् :- 033-**2281 1160 / 1358** फैक्स:033-**2281 2953**

बेब साईट : www.cotcorp.org.in ई-मेलI: kolkata@cotcorp.com

निगमित पहचान संख्या :U51490MH1970GOI014733

प्रशासकीय एवं पंजीकृत कार्यालय : कपास भवन, प्लॉट न.3ए, सेक्टर न.10, सी.बी.डी बेलापुर, नवी मुंबई-400 614

दूरभाष्:27579217 ग्राम:COTCORPIND फैक्स: 022-27576030-9219-6069

ई-मेल: headoffice@cotcorp.com वस्त्र मंत्रालय बेब साईट: ministryoftextiles.gov.in

क्रमांक: भाकनि कोल//प्रशा/49-C/2023-24 दिनांक 29.08.2023

निविदा सूचना

भारतीय कपास निगम लिमिटेड, प्रतिष्ठित वाणिज्यिक बिल्डिंग, कांस्टानिया, ग्राउड फ्लोअर, 11 डॉ.यु.एन ब्रम्हाचारी स्ट्रीट, कोलकोता -700 017 में स्थित 2601 वर्ग फीट बना हुआ तैयार कार्यालय परिसर लीव अँड लाइसेंस आधार से किराये पर "as is where is basis" देने सबंध मे इच्छुक Govt./ Semi Govt., Autonomous Body, State Body, Local Body, State/Central PSU's, financial institutions like Bank/Insurance Co. etc. से दो बोलियों प्रणाली में मोहरबंद निविदा आमंत्रित करता है |

क्र. संख्या	कार्य का ब्यौरा	रिक्त टेंडर दस्तावेज मुल्य (रूपये में)	बयाना राशि रूपये
I	प्रतिष्ठित वाणिज्यिक बिल्डिंग , कांस्टानिया , ग्राउड फ्लोअर , 11 डॉ.यु.एन ब्रम्हाचारी स्ट्रीट , कोलकोता -700 017 में स्थित 2601 वर्ग फीट बना हुआ तैयार कार्यालय परिसर लीव अँड लाइसेंस आधार से "as is where is basis" पर किराये पर देने सबंध मे	विना मुल्य	50000/-

1. रिक्त निविदा विस्तृत नियम और निविदा की शर्तों के साथ ऊपर दिए गए पते पर सोमवार से शुक्रवार कार्यालय समय में सुबह 11 बजे से शाम 2.00 बजे दि. 13.09.2023 तक निविदा द्स्तावेज की राशि रू. **विना मुल्य** पर उपलब्ध हैं **या** निविदा दस्तावेजों को निगम के वेबसाइट www.cotcorp.org.in एवं सरकारी पोर्टल वेबसाइट http://www.eprocure.gov.in से भी डाऊन लोड किया जा सकता है
2. इछुक एजेंसी/ कंपनी लोकेशन भारतीय कपास निगम लिमिटेड, कांस्टानिया, ग्राउड् फ्लोअर, 11 डॉ.यु.एन ब्रम्हाचारी स्ट्रीट , कोलकोता -700017 में सोमवार से शुक्रवार कार्यालय समय में सुबह 11.00 बजे से शाम 5.00 बजे के बीच दि. 14.09.2023 तक निगम के कार्यालय से पूर्व सुचना देकर देख सकते है। शाखा कार्यालय संपर्क टेलीफोन नंबर : **033-1160 2208 / 1358.**
3. निविदा के विस्तृत नियम एवं शर्तों के साथ एजेंसी / कंपनी अपना प्रस्ताव भारतीय कपास निगम लिमिटेड् के पक्ष मे किसी भी अनुसुचित बैंको में से तैय्यार बयाना राशि रूपये 50000/- **(पचास हजार केवल)**का डिमांड ड्राफ्ट/ पे आर्डर /बैंकर चेक **कोलकोता** पर देय के साथ दे सकती है। अपेक्षित बिना बयाना राशि के साथ आपका प्रस्ताव स्वीकृत नही किया जायेगा |
4. पूर्व बोली बैठक दि. 14.09.2023 सुबह 12.00 बजे कांस्टानिया , 3rd फ्लोअर , 11 डॉ.यु.एन ब्रम्हाचारी स्ट्रीट , कोलकोता -700 017 मे होगी।
5. मोहरबंद निविदा दस्तावेज , निन्मानुसार प्रस्तुत किया जाना है
   लिफाफा "ए "- (तकनीकी बोली -1 एवं बयाना राशि), लिफाफा "बी "- वित्तीय बोली -2
   लिफाफा "सी"-लिफाफा "सी " में लिफाफा "ए " और "बी" दोनों होने चाहिए।
   प्रत्येक लिफाफे पर **"भारतीय कपास निगम लिमिटेड , प्रतिष्ठित वाणिज्यिक बिल्डिंग , कांस्टानिया , ग्राउड फ्लोअर , 11 डॉ.यु.एन ब्रम्हाचारी स्ट्रीट , कोलकोता -700 017 में स्थित 2601 वर्ग फीट बना हुआ तैयार कार्यालय परिसर लीव अँड लाइसेंस आधार से "as is where is basis" पर किराये पर देने सबंध मे ",** अंकित करे एवं और लिफाफे की बायी तरफ निविदाकर्ता का पूरा पता होना चाहिए।
6. इछुक एजेंसी/ कंपनी अपनी मोहरबंद निविदा अपराह्न **1.30 बजे** दि. **15.09.2023 को** या इसके पूर्व निगम की तिसरी मंजिल पर रखी गई निविदा पेटी (टेंडर बॉक्स) कांस्टानिया , 3rd फ्लोअर , 11 डॉ.यु.एन ब्रम्हाचारी स्ट्रीट , कोलकोता -700 017 **मे डाल सकते है। देर से प्राप्त निविदाओं को किसी भी परिस्थिति में स्वीकार नहीं किया जाएगा |**
7. प्राप्त निविदा उसी दिन दि **15.09.2023** को अपराह्न **2:00 बजे** उपस्थित निविदा प्रतिनिधी के समक्ष खोले जायेंगे।

निगम कोई निविदा स्वीकर या अस्वीकार (सभी निविदा अस्वीकार) करने का अपना अधिकार सुरक्षित रखता है। तथापि निविदाकर्ता निगम से उनके निविदा की अस्वीकृत करने का कारण पुछ सकता है।

सहायक महा प्रबंधक

THE COTTON CORPORATION OF INDIA LTD.

(A Government of India Undertaking, Ministry of Textiles)

"Constantia", 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017.

PHONE :- 033-**2281 1160 / 1358** FAX:033-**2281 2953**

website : www.cotcorp.org.in E-mail: kolkata@cotcorp.com

Admn & Registered Office : Kapas Bhavan , Plot No. 3A, Sector- 10, CBD Belapur, Navi Mumbai -400 614

PHONE:27579217, GRAM:COTCORPIND, FAX- 0022-27576030-9219-6069

E-mail- headoffice@cotcorp.com , Ministry of Textiles website : ministryoftextiles.gov.in

Ref. No. CCI/KOL/ADMN/49-C/2023-24 Date: 29.08.2023

TENDER NOTICE

The Cotton Corporation of India Ltd., invites tender in Two Bid System from interetsted Govt./ Semi Govt, Autonomous Body, State Body, Local Body, State/Central PSU's, financial institutions like Bank/Insurance Co. etc. to let-out ready built office Premises of ground floor on "as is where is basis" with built up area of 2601 Sq.ft. situated at "Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on Leave & License agreement basis.

Sl. No.	Particulars	Blank tender document cost (in Rs.)	EMD Amount (in Rs.)
1.	let-out ready built office Premises of ground floor on "as is where is basis" with built up area of 2601 Sq.ft. situated at ground floor "Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on Leave & License agreement basis.	NIL	50000/-

1. Blank tender document forms with detailed terms and conditions of the tender, are available at above mentioned address **on all working days between 11.00 am to 5.00 p.m. up to 13.09.2023** The tender documents can also be downloaded from the Corporation website i. e www.cotcorp.org.in and govt. portals for tender website http://www.eprocure.gov.in

2. Interested party may visit the location during **all office working days i.e Monday to Friday between 11:00 a.m. to 5:00p.m. up to 14.09.2023** with prior intimation to our Office. Branch Office contact **telephone No. 033 2281 1160 / 1358**.

3. Earnest money amounting to Rs.50,000/- (Rupees Fifty Thousand only) in the form of Crossed Demand Draft/Pay Order/Banker's Cheque drawn on any of the scheduled Banks (except Co-operative Banks) in favour of **THE COTTON CORPORATION OF INDIA LTD., payable at Kolkata** must accompany the tender in Technical Bid – I. Any Tender not accompanied by the requisite Earnest Money, shall be summarily rejected.

4. Pre-Bid meeting shall be held **on 14.09.2023 at 12.00 a.m at "Constantia", 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017.**

5. Sealed Tender documents may be submitted as under:
   Envelope A– (Technical bid-I with all enclosures and EMD)
   Envelope B – (Financial bid-II)
   Envelope C: Envelope "C" should contain both Envelope "A" & Envelope "B"
   Each envelope be superscribed as "Tender for To let-out on leave and licence basis ready built office Premises of ground floor on "as is where is basis" with built up area of 2601 Sq.ft. situated at "Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on Leave & License agreement basis. ", and should bear the full Name and address of Bidder at left side bottom of the envelope.

6. **The sealed tenders must be dropped in the** Tender Box placed in the Office at **3rd floor of "Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata 700 017 upto 1.30 p.m. of 15.09.2023 .** Tenders received late will not be accepted under any circumstances.

7. The tenders shall be opened on the same day i.e**. 15.09.2023 at 2.00 p.m. in the presence of Bidders who may wish to remain present**.

   Corporation reserves its right to accept or reject any tender (s). However, tenderer may seek the reasons for rejection of their tender from the Corporation.

ASSISTANT GENERAL MANAGER

CHECK LIST OF SELF ATTESTED DOCUMENTS

Please make tick (√) Mark

			Page Nos. From - to
1. (a) Blank tender document collected from office	Yes	No	
(b) Tender document down loaded from web site.	Yes	No	
2. Earnest Money Deposit Amount of Rs.50000/- in favour of The Cotton Corporation of India Ltd., Kolkata is enclosed.	Yes	No	
3. Registration of various authorities and their Nos. for Eligibility Criteria *(Self attested Copies of the same shall be enclosed)*	Yes	No	
A. PAN from Income Tax Authority.	Yes	No	
B. GST No.	Yes	No	
C. The Bidder should give Self- Certificate that they have not been blacklisted by any Central/State Govt. Agency in past three years.	Yes	No	
4. Audited Annual Accounts for the Financial Year 2020-21, 2021-22, 2022-23 (only Balance sheet & P & L Account.)	Yes	No	
4. (a)Original letter of Authorization in favour of Broker from Principal Bidder in case the broker submits tender on behalf of Bidder.	Yes	No	
5.Certificate of incorporation/Partnership Deed (In case of banks Description / Extraction of Act to be submitted) (Self-attested copy to be enclosed)	Yes	No	
6. Solvency certificate from any schedule Banks (excluding co-operative bank) of Rs.10.00 Lac. {Public/ Private Sector Banks are exempted for submission of solvency certificate}) (Self attested copy to be enclosed)	Yes	No	
Please Note: All the documents should be properly & serially numbered.			

Name and address of the Bidder with seal.
Authorized signatory:

भा.क.नि.
CCI

THE COTTON CORPORATION OF INDIA LTD.

(A Government of India Undertaking, Ministry of Textiles)

"Constantia", 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017.

PHONE :- 033-**2281 1160 / 1358** FAX:033-**2281 2953**

website : www.cotcorp.org.in E-mail: kolkata@cotcorp.com

सूचना का अधिकार

Admn & Registered Office : Kapas Bhavan , Plot No. 3A, Sector- 10, CBD Belapur, Navi Mumbai -400 614

PHONE:27579217, GRAM:COTCORPIND, FAX- 0022-27576030-9219-6069

E-mail- headoffice@cotcorp.com , Ministry of Textiles website : ministryoftextiles.gov.in

TENDER DOCUMENT FOR

TO LET-OUT READY BUILT OFFICE PREMISES OF GROUND FLOOR On "As Is Where Is Basis" WITH BUILT UP AREA OF 2601 SQ.FT. SITUATED AT "CONSTANTIA", 11, DR. U.N. BRAHMACHARI STREET, KOLKATA – 700 017 ON LEAVE & LICENSE AGREEMENT BASIS.

TECHNICAL BID- I

INDEX

Sr.No.	Particulars	Page No.
1.	Submission of tender and Declaration	1
2.	Self-Declaration Form	2
3.	Eligibility Criteria	3
4.	Terms and Conditions	4-8
5.	Location Rough Google sketch	9
6.	Draft Leave and License agreement	10-17

(should be typed on the Bidder's Letterhead)

Ref.No. ……..

Date:_____

To
The Cotton Corporation of India Ltd.,
"Constantia", 3rd floor,
11, Dr. U.N. Brahmachari Street,
Kolkata- 700 017.

Sub: Submission of tender for "To let-out ready built office Premises of ground floor on "as is where is basis" with built up area of 2601 Sq.ft. situated at "Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on Leave & License agreement basis

Dear Sir,

1. I/We have read and understood all the terms & conditions of the tender and other instructions and hereby undertake to abide by them.

2. I/We hereby declare that tender documents have been downloaded from CCI website www.cotcorp.org.in/ Government Tender Portal and it is submitted in original without any alterations/modifications/deletions/additions.

   OR

   I / We hereby declare that tender documents have been collected from CCI, Kolkata Office and it is submitted in original without any alterations / modifications / deletions / additions.

3. I/We are enclosing herewith, Demand Draft/ Pay Order No. _____ dtd. _____ in favour of "The Cotton Corporation of India Limited" towards earnest money deposit of **Rs.50,000/-** (Rupees Fifty Thousands only).

4. I/We have filled in and signed each page of the tender documents and the same are enclosed here with.

Signature and seal of Bidder
Name

Full address:

Note : In Sl.No. 2 delete whichever is not applicable.

SELF DECLARATION FORM

(This form shall be duly filled-up and signed by the bidder on their Letter Head & submitted along with the original copy of the Bid.)

Tender Notice No: ----------

To,
The Cotton Corporation Of India Ltd.,
"Constantia", 3rd floor,
11, Dr. U.N. Brahmachari Street,
Kolkata- 700 017.

Sir/ Madam,

1. I / we, the undersigned do hereby declare that, my/our organization i.e. M/s…….. has not been blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. Or Government Company/Govt. Department from participating in the tender as on date.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the Corporation.

Place

Date-

Yours faithfully,

Signature of the Tenderer with seal

ELIGIBILITY CRITERIA FOR BIDDER TO LET-OUT READY BUILT OFFICE PREMISES OF GROUND FLOOR ON "AS IS WHERE IS BASIS" WITH BUILT UP AREA OF 2601 SQ.FT. SITUATED AT "CONSTANTIA", 11, DR. U.N. BRAHMACHARI STREET, KOLKATA – 700 017 ON LEAVE & LICENSE AGREEMENT BASIS.

1. Name of the firm/Company	M/s. _____ Official Address: _____ City: -_____ PIN: - _____ Tel.No. _____ (O) _____(R) Mobile No. _____ E-Mail. _____
1a. Nature of Business of Firm/Company	
1b Blank tender document if collected from CCI office	Date of collection: ____. ____.2023
1c Tender document down loaded from website	Yes / No
2. Earnest Money Deposit Amount of Rs.50,000/- & Its details:	Rs. _____ (Rupees _____ _____ _____) Drawn on _____ Vide DD/PO No. _____in favour of "The Cotton Corporation of India Ltd." Payable at "Kolkata" is enclosed.
3. Registration of various authorities and their Nos. for Eligibility Criteria *(Self attested Copies of the same shall be enclosed)*	
A. Permanent Account No. under Income Tax Act. *(Self-attested Copy shall be enclosed)*	PAN No. _____
B. GST Registration Certificate *(Self-attested Copy shall be enclosed)*	GST No. _____
C. The Bidder should give Self- Certificate that they have not been blacklisted by any Central/State Govt. Agency in past three years.	Self-certificate Letter No and date. _____ Authorized Person's Name & Signatory _____
4. Audited Annual Accounts for the Financial Year 2020-21, 2021-22, 2022-23 (only Balance sheet & P & L Account.)	Enclosed as ANNEXURE " ____" , " ____" & "____"
(self-attested copies to be enclosed)	

Financial Year	2020-21	2021-22	2022-23
Annual turnover Amount in Rs (Lakhs)			
Annual profit Amount in Rs (Lakhs)			
Annual Average turnover in Rs. (Lakhs)			

5. Certificate of Incorporation/Partnership Deed (In case of Banks Description / Extraction of Act to be submitted) (self-attested copy to be enclosed)	Date of Incorporation/Partnership Deed: _____
6. If broker submits tender on behalf of Bidder then Authorization letter from the Principal Bidder should be enclosed	Valid original letter of Principal Bidder for representing tender. Letter No._____ dated _____ Name & Registered address of Brokerage Firm:
7. Solvency certificate from schedule Banks (excluding co-operative bank) of Rs.10.00 lakh *(Public/ Private Sector Banks are exempted for submission of solvency certificate)* (self-attested copy to be enclosed)	Name of the Bank - _____ Branch and its addressed _____ _____ _____ Amount of Bank Solvency Rs._____

Name And Address Of The Bidder With Seal
Authorized Signatory

MAIN TERMS AND CONDITIONS OF THE TENDER

TO LET-OUT READY BUILT OFFICE PREMISES OF GROUND FLOOR ON "AS IS WHERE IS BASIS" WITH BUILT UP AREA OF 2601 SQ.FT. SITUATED AT "CONSTANTIA", 11, DR. U.N. BRAHMACHARI STREET, KOLKATA – 700 017 ON LEAVE & LICENSE AGREEMENT BASIS

A) Location of property, area and its usage:

1. Name and address of the Office / Licensor	The Cotton Corporation of India Limited, (A Govt. of India Undertaking) "Constantia", 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 and it's Registered Office situated at Kapas Bhavan, Plot No. 3A, Sector No. 10, CBD, Belapur, Navi Mumbai-400 614
2. Brief particulars and location of the building	A landmark building having Ground + 8 floors • Situated in prime location with front access to Main Road (Sarajini Naidu Sarani – Rowdon Street) ; • Just five minutes walking distance from Minto Park(Shahid Bhagat Singh Udyan); • Opposite to the La Martiniere School for Girls • Built with top quality materials by eminent Architect & Developer. • Premises leased to the CCI for unexpired period of 99(ninety nine) years from Board of Governors, the La Martinier in the year 1998. • Entrance with two stair cases built with granite steps in opposite direction having landing on the middle with elegant look.
3*. Floor details*	**Super built up area of 2601 Sq.ft. (being little more or less) in the multistoried building of total covered area 1,86,850.00 Sq.ft. on total Plot Size 1 Bigha 13 Kattahs (being little more or less)**
4. Year of construction	**1993**
5.Brief specification	A landmark building having ground + 8 floors. Attractive elevation on the front. Built with top quality materials by eminent Architect & Developer with fire hydrant • Open office area admeasuring 307.51 sq.ft. (19.10 x16.10) approx. fully interior decorated with six cubicals having LAN and telephone connection fitted with wall cabinet for keeping office files. • Corporate look conference room admeasuring an area of 325.31 sq.ft. (17.05 x 19.08) approx. with (10 sitter) oval shape table alongwith revolving chairs – floor fully covered with woolen carpet having additional 4 Nos. Sofa Sets (3+3+2+1). • Two Rooms admeasuring 133.04 sq.ft. (12.04x 11.05) & 108.69 sq.ft (12.05 x 9.02) approx. respectively as Office Chamber with electric power point. • One room admeasuring 91.27sq.ft(10.03x 9.10)approx. with an attached room which can be used as vault / store. • One room admeasuring an area of 279.06 sq.ft. (12.07 x 23.12) approx. with electrical points and fittings but without interior decoration. • Small area admeasuring 171.32 sq.ft.(17.03 x 10.06) approx. for preparation of tea / coffee with exist in rear portion which is also usable. • One Toilet and a separate urinal area with good quality sanitary fitting and one no. wash basin with mirror available on floor.

6.Area Statement	**2601 Sq.ft.**
7.Amount of Municipal Taxes	As applicable based on annual value and is subject to change as and when notified by Kolkata Municipal Corporation.
8.Source of water supply	24 hours water supply from Overhead RCC Water Tank provided by Building Maintenance Authority.
9. Source of Electricity supply	10 KVA L.t Power supply provided by Building Maintenance Authority – from original supply of CESC.
10. Details of any other amenities available	*Bank(s) on ground floor / *Centrally air conditioned * Diesel Gen. Set of Building Maintenance Authority to ensure uninterrupted power supply. *False Ceiling fitted with good quality aluminum channels. **Round the clock security provided by Building Maintenance. * Firefighting system with heat & smoke detectors/Fire Extinguishers/Fire hydrant
11. Details of toilets & sanitary fittings	One Toilet and a separate urinal area with good quality sanitary fitting and one No. wash basin with mirror available on Floor.
12. Details of electrical points & fittings	Provision of 5 A Plug Point./15 A Plug Points along with box type 2 x 40 watts tube lights (Standard quality) 15 Nos., 2 x 40 watts tube lights double bracket 6 Nos., 1 x 40 watts single bracket tube light 5 Nos., 27 Nos., 11 watts CFL Spot light, 3 Nos. 11 watts PL. lights all fitted with lamps.
13. Plants and Equipment	**For Central Air Conditioning** No air conditioning system available in our office premises **Fire Fighting System & 3 Nos. lifts are available in the building.** **Ceiling:** Good Quality false Ceiling Etc.

B) Property /Municipal Tax ,Maintenance and Service Charges will be levied as under:

(i) Property /Municipal Tax :

a. If there is any separate Property Tax bill directly on the premises licensed to the Licensee by any Statutory Body in future, the same shall be liable to be paid in its entirety by Licensee alone and shall continue to pay during the currency of Leave & License Agreement till its expiry and / or till the licensee vacates and handover the vacant possession of the licensed premises back to the Licensor.

(ii) Sharing of energy charges on the basis of energy units consumed by CCI and Successful Bidder:

The unit consumptions are determined through separate meter readings allotted for the ground floor area by Building Maintenance Authority and the rate for energy charges shall be applicable as under: -

a. The energy units consumed by licensee shall be charged as claimed by Building Maintenance Authority. The same shall be liable to be paid in its entirety by Licensee alone.

b. In case of additional supply if required, the Licensee will have to obtain prior permission from Licensor and additional deposits / expenses (non-refundable), as will be charged by the Building Maintenance Authority, will have to be borne by the Licensee.

C) Other Terms & conditions:

1. Interested parties may visit the site on any working day between 11.00 a.m. to 5.00 p.m.
2. The Bidder should quote its monthly License fee for total area offered only and not for the part area**.** The quotes received for part area will not be considered.
3. **The offer shall remain valid for a period of 90 days from the last date of opening of tenders.**
4. The above property i.e. Ground floor, admeasuring area of 2601 sq.ft situated at **"Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017** shall be offered under Leave and license agreement. The term of the Agreement (the "Term") shall be from the date of handing over the possession of said premises until the expiry of a period of 06 years from the date of handing over the possession of said premises (as defined in the Agreement).
    a. No later than 3 (three) months prior to the expiry of the Term, the Licensor and the Licensee, may mutually agree to renew the Term for an additional period of 06 years **("First Renewed Term").**
    b. No later than 3 (three) months prior to the expiry of the First Renewed Term, the Licensor and the Licensee, may mutually agree to renew the First Renewed Term for an additional period of 06 years **("Second Renewed Term").**
    c. No later than 3 (three) months prior to the expiry of the Second Renewed Term, the Licensor and the Licensee, may mutually agree to renew the Second Renewed Term for an additional period of 06 (six) years **("Third Renewed Term").**
    d. The Term, First Renewed Term, Second Renewed Term or Third Renewed Term as the case may be, shall each be divided into 6 (six) periods of 12 months each. (the **"Payment Periods")**
5. The selected bidder shall, commencing from the date of handing over the possession of said premises, be liable to pay to the Corporation the following amounts:

   The Leave and License charges (the "L&L Charges"), as quoted by the Selected Bidder in response to the tender and as agreed by the Corporation after negotiation, if any , which will be revised from time to time in the manner set forth below:

(a) The L&L Charges shall, in each of the second, third, fourth, fifth and sixth Payment Periods of the Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period of the Term; and

<u>Upon renewal of the Term for the First Renewed Term:</u>

(I) The L&L Charges payable in the first Payment Period of the First Renewed Term shall be subject to an increase of 15% (fifteen percent), at the time of renewal, on the amount payable in the last Payment Period of the Term; and

(II) The L&L Charges shall, in each of the second, third, fourth, fifth and sixth Payment Periods of the First Renewed Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period;

Upon renewal of the First Renewed Term for the Second Renewed Term:

(I) The L&L Charges payable in the first Payment Period of the Second Renewed Term shall be subject to an increase of 15% (fifteen percent), at the time of renewal on the amount payable in the last Payment Period for the First Renewed Term; and
(II) The L&L Charges shall, in each of the second, third, fourth, fifth and sixth Payment Periods of the Second Renewed Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period.

Upon renewal of the Second Renewed Term for the Third Renewed Term:
(I) The L&L Charges payable in the first Payment Period of the Third Renewed Term shall be subject to an increase of 15% (fifteen percent) at the time of renewal, on the amount payable in the last Payment Period of the Second Renewed Term; and
(II) The L&L Charges shall, in each of the second, third, fourth fifth and sixth Payment Periods of the Third Renewed Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period.

6. The Earnest Money Deposit of Rs. 50,000.00 (Rupees fifty thousand only) of the successful bidder will be adjusted against the interest free Deposit equal to Three Months license fee while the same will be re- funded to the unsuccessful bidders. If the tenderer neglects or refuses for their rates quoted after submission of their tender to comply with the above conditions or any of them, the earnest money deposit already paid shall be forfeited.

7. The successful Bidder shall be assigned the rights of exclusive use of the above property during the currency of the leave & license agreement. The successful Bidder will have to enter into a written leave & licence agreement with the Corporation for use of the above said property. (Draft agreement attached).

8. Successful Bidder will have to deposit at the time of execution of leave and license agreement and keep deposited with the Corporation during the period of this agreement and renewal thereof an interest free deposit equal to three months license fee (monthly license fee), which is refundable on the expiry of the period of the licence or earlier determination or termination thereof as hereinafter provided on handing over vacant possession of the premises to the Licensor after adjusting outstanding dues, if any.

9. In lieu of assigning rights of exclusive use of the above property, The Corporation shall charge License Fee on monthly basis payable in advance i.e. by 10th of every month.

10. Successful Bidder will not be permitted for erection or to make any structural alterations or additions whatsoever to the said premises licensed to or any part thereof without the specific prior written permission of the corporation except modification of toilets, change of flooring and false ceiling, internal wooden partitions, cabins, shelving racks, electrical equipment and other interior works of temporary nature at their cost.

11. Successful Bidder shall have to conform with the administrative discipline set up by the corporation as well as Building Maintenance Authority for the floor as may be mutually agreed.

12. Successful Bidder shall not assign, sublet or transfer the rights of the licensee under the leave and license agreement in any manner to any person(s)/party (ies).

13. The proposed office premises for leave & license shall have False ceiling A.C. duct over false ceiling and tiles fitting flooring. Successful Bidder shall have to make their own arrangement for interior works, if desired but will submit the Layout Plan for Interiors to the corporation, to enable the corporation to assess whether the successful Bidder is making any structural alterations to the said premises.

14. The above property is offered under leave & license agreement to only Govt./ Semi Govt, Autonomous Body, State Body, Local Body, State/Central PSU's, financial institutions like Bank/Insurance Co. etc.

15. The Leave and License charges shall be levied from the date of handing over the possession of said premises.

16. The total expenses related to stamp Duty and registration Fee of Agreement will be shared 50: 50 between the Corporation and successful Bidder.

17. The tenders received within the specified time shall be opened on the same day at the given time in the presence of Bidders who may wish to remain present. Tenders received late will not be accepted at any circumstances.

18. Financial Bid-II shall be opened in respect of those Bidders who qualify the Technical Bid-I.

19. Corporation reserves its right to accept or reject any tender without assigning any reason thereof.

20. This terms & conditions must be signed by the Bidder with seal and submitted along with Technical Bid-I, as token of acceptance of all the terms as enumerated above.

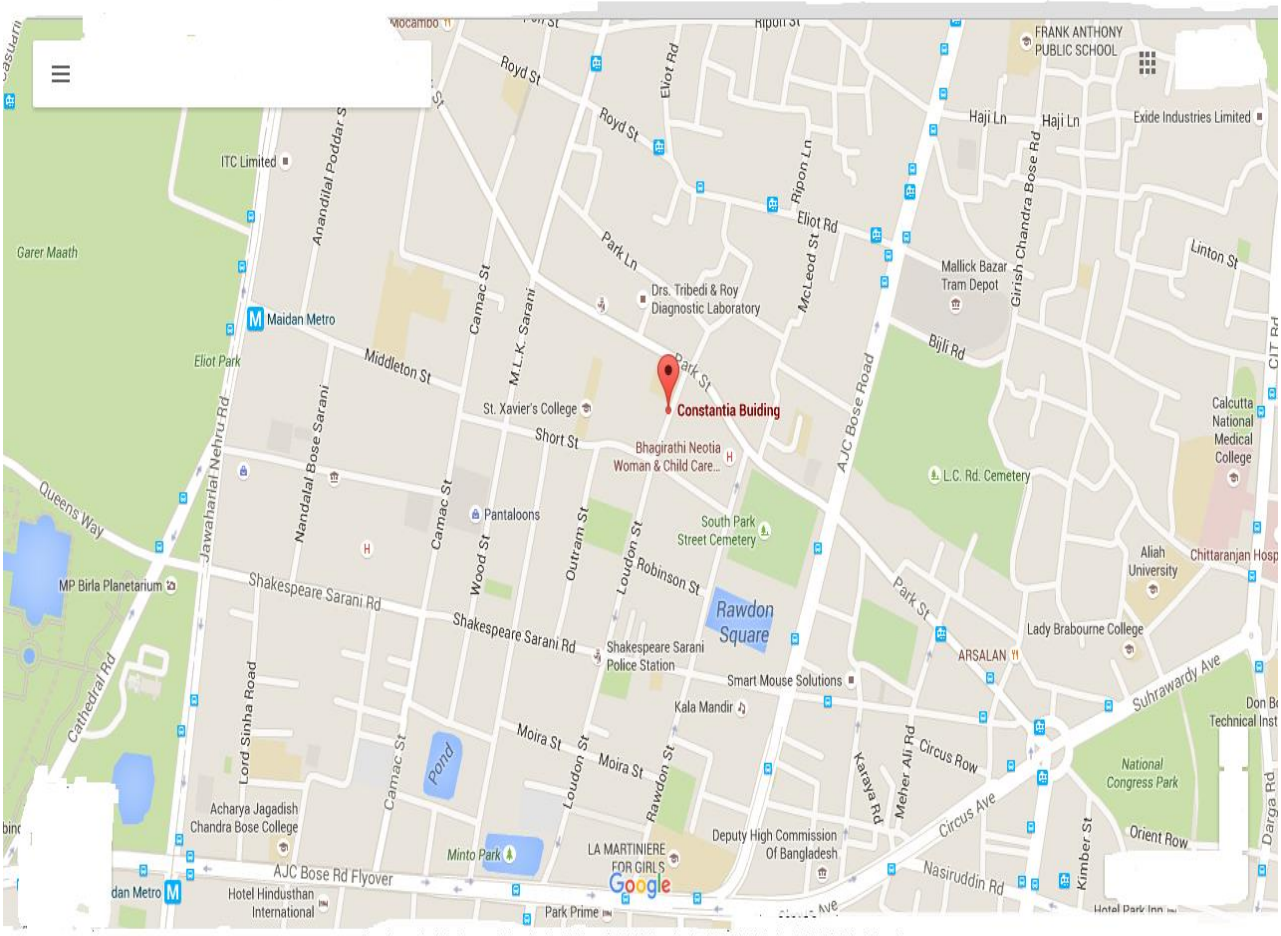
21. **Overstaying Charge**: In case the Licensee does not vacate the premises after expiry of the Leave and License Agreement without its renewal, the Licensee shall have to pay overstaying charges till the premise is vacated / renewal of agreement.

The Overstaying Charges per month shall be 150% of the Leave and License charges paid by Licensee for the last month of the Agreement. In case overstaying is for the part of the month such charges shall have to be paid proportionately for the days of overstaying."

22. In case of any dispute or difference arising out of or in relation to the contract, the same will be referred to the Sole Arbitrator. Such sole arbitrator must be a person who has retired from a State Judicial Service or has served as a Judge of the Supreme Court or of a High Court. The said arbitrator may be appointed by the authorised person of the party raising dispute under the contract and the same shall be binding on both the parties. All the subsequent disputes arising out of or in relation to the contract shall be referred to such arbitrator only. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act. 1996 and Arbitrator shall give reasons to his Award. The Arbitration Proceedings shall be conducted at Kolkata and the Court at Kolkata shall alone have the jurisdiction in this respect.

23. The legal jurisdiction for the purposes of this letting out shall always be at Kolkata.

Signature and seal of Bidder



Google rough sketch map of Constantia Building , Dr. U. N. Bramhachari Street, Kolkata - 700 017 (West Bengal)

DRAFT LEAVE AND LICENCE AGREEMENT

This Agreement made and entered into at Kolkata _____ day of_____20__

BETWEEN

The Cotton Corporation of India Ltd. (A Govt. of India Undertaking) a public limited company incorporated under the Companies Act, 1956, having its registered Office at "KAPAS BHAVAN", Plot No. 3-A, Sector 10, CBD, Belapur, Navi Mumbai - 400 614 and Branch Office at "Constantia, 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata - 700 017, hereinafter referred to as "the Licensor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part, represented by Shri _____(Designation).

AND

_____(Name of the Licensee), a reputed public limited company incorporated and registered under the Companies Act, 1956 and having its registered office at_____ and its Corporate Office at _____ OR(as per status of Firm viz. Partnership hereinafter called "the Licensee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part, represented by Shri _____(Designation).

WHEREAS by a Deed of Lease dated 10th September, 1998 registered in Calcutta Registration Office in Book No. 1, Volume No. 29 at Pages 269-316 being No. 3072 of 1998, the Board of Governor of La-Martinier granted a lease of Office space on the ground floor of premises known as "Constantia" at No. 11, Dr. U.N. Brahmachari Street, Kolkata - 700 071 having super built-up area of 2601 sq.ft. (being a little more or less) in favour of The Cotton Corporation of India Ltd. for unexpired terms of 99 years expiring on 31 August, 2092 on terms and condition mentioned therein.

AND WHEREAS the said Deed of Lease inter-alia gave liberty to the Lessee, The Cotton Corporation of India Ltd., to sub-lease the said unit to reputed concern namely, banks, financial institution, public companies, public sector enterprise, etc.

AND WHEREAS the Licensor is absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the premises comprising of ground floor admeasuring 2601 sq.ft. of "Constantia", 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata 700017.

2) The Licensee herein is in the need of a suitable premises for its office purpose and the Licensee vide its tender dated _____ and confirmation letter dated _____requested the Licensor to grant the said premises to the Licensee on leave and licence, which request has been accepted by the Licensor and the Licensor has agreed to grant the said Premises on "as is where is" basis, unto and for the use and benefit of the Licensee on leave and Licence in pursuance to these presents and on the terms and conditions hereinafter appearing and the licensor has agreed to the said request.

3) The parties represent and warrant to each other that they have the legal capacity to enter into this agreement and that their respective authorized signatories are duly authorized to execute this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. I).The Licensor doth hereby permit the Licensee to enter upon and use the said Premises admeasuring 2601 square feet (built up) area for office use and the Licensee hereby agrees to use the same for 06 years (the **"Term")** commencing from _DD/MM/YYYY_.

a. No later than 3 (three) months prior to the expiry of the Term, the Licensor and the Licensee, may mutually agree to renew the Term for an additional period of 06 years **("First Renewed Term").**

b. No later than 3 (three) months prior to the expiry of the First Renewed Term, the Licensor and the Licensee, may mutually agree to renew the First Renewed Term for an additional period of 06 years **("Second Renewed Term").**

c. No later than 3 (three) months prior to the expiry of the Second Renewed Term, the Licensor and the Licensee, may mutually agree to renew the Second Renewed Term for an additional period of 06 (six) years **("Third Renewed Term").**

d. The Term, First Renewed Term, Second Renewed Term or Third Renewed Term as the case may be, shall each be divided into 6 (six) periods of 12 months each. (the **"Payment Periods")**

The licensee shall, commencing from _DD/MM/YYY_, be liable to pay to the Licensor the following amounts:

(II) The Leave and License charges (the "L&L Charges") as quoted by the Selected Bidder in response to the tender, which will be revised from time to time in the manner set forth below:

(a) The L&L Charges shall, in each of the second, third, fourth, fifth and sixth Payment Periods of the Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period of the Term; and

Upon renewal of the Term for the First Renewed Term:

(I) The L&L Charges payable in the first Payment Period of the First Renewed Term shall be subject to an increase of 15% (fifteen percent), at the time of renewal, on the amount payable in the last Payment Period of the Term; and

(II) The L&L Charges shall, in each of the second, third, fourth, fifth and sixth Payment Periods of the First Renewed Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period;

Upon renewal of the First Renewed Term for the Second Renewed Term:

(I) The L&L Charges payable in the first Payment Period of the Second Renewed Term shall be subject to an increase of 15% (fifteen percent), at the time of renewal on the amount payable in the last Payment Period for the First Renewed Term; and

(II) The L&L Charges shall, in each of the second, third, fourth, fifth and sixth Payment Periods of the Second Renewed Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period.

Upon renewal of the Second Renewed Term for the Third Renewed Term:

(I) The L&L Charges payable in the first Payment Period of the Third Renewed Term shall be subject to an increase of 15% (fifteen percent) at the time of renewal, on the amount payable in the last Payment Period of the Second Renewed Term; and

(II) The L&L Charges shall, in each of the second, third, fourth fifth and sixth Payment Periods of the Third Renewed Term, be subject to a 5% (five percent) increase on the amount payable in the immediately preceding Payment Period.

2) It is expressly agreed by and between the parties hereto that the Licensee is granted an exclusive licence to use of the said premises pursuant to this agreement.

3) (a) The Licensor represents and warrants that it is a long term lessee of the said Premises and the said Premises is clear and free from all kinds of claims, rights, encumbrances of any nature whatsoever. The Licensor is fully entitled to enter into this agreement with the Licensee as herein contemplated without obtaining any consent and/or confirmation from anyone else.

(b) The Licensor represents that it has paid all rates, taxes, cesses, duties, assessments and other outgoing payable, in respect of the said Premises, to any Government or other Authorities, till the date of the execution of this Agreement.

(c) It is agreed that the above office premises has been licensed out for general office work only and the area should not be used for any other purposes, viz. entertainment/restaurant/shops/residence, etc.

(d) It is agreed that the Licensee shall keep the existing false ceiling intact while vacating the said premises.

4) The Licensee covenants with the Licensor as follows:

a) To pay to the Licensor monthly licence fee or compensation of Rs_____ per sq.ft. per month aggregating to Rs. _____(Rs. _____only) in advance (GST extra), subject to deduction of applicable TDS, by demand draft/local cheque on or before the 10th (tenth) of each English calendar month. Timely payment of the monthly license fee or compensation as agreed above shall be the essence of this Agreement and must be paid by the Licensee in advance latest by 10th of the month. However, if the due amount of Leave and License charges is not received even by month- end then the Licensee shall pay interest from 1st of the following month @ 18% p.a. and this shall be accepted by the Licensor as an exception and not as a rule. Any repeated or frequent delays in payments as aforesaid, shall entitle the Licensor to terminate the agreement and recover the dues from the deposit amount.

b) To deposit at the time of execution of this agreement and keep deposited with the Licensor during the period of this agreement and renewal thereof an interest free deposit equal to three months license fee aggregating to Rs._____ (Rupees _____ only) shortfall, if any, after adjusting EMD shall be paid by the Licensee which is refundable on the expiry of the period of the licence or earlier determination or termination thereof as hereinafter provided on handing over vacant possession of the premises to the Licensor after adjusting outstanding dues, if any.

c) To pay the said monthly fee or compensation to the Licensor irrespective of whether the said premises remain totally or partly unutilized during the period of this agreement.

d) To pay Goods and Service Tax (as applicable) extra on licence fee as per prevalent laws. To furnish certificates for the tax deducted at source within the time limit permitted under the Income Tax Act, and the rules made there under.

e) To pay the electricity charges as under:

- **<u>Sharing of energy charges on the basis of energy units consumed by Licensee</u>**
  - The unit consumptions will be determined through separate meter readings allotted for the ground floor area by Building Maintenance Authority and the rate for energy charges shall be applicable as under:

- The energy units consumed by licensee shall be charged as claimed by Building Maintenance Authority. The same shall be liable to be paid in its entirety by Licensee alone.

- In case of additional supply if required, the Licensee will have to obtain prior permission from Licensor and additional deposits / expenses (non-refundable) as will be charged by the Building Maintenance Authority, will have to be borne by the Licensee.

f. To enjoy peacefully the said Premises without in any manner disturbing or interfering with the activities Authority/Licensor or its associates or other licensees in the building or the Building Maintenance Licensor's associates or any person authorized by the Licensor on that behalf.

g. Not to store in or around the said premises any article of combustible or inflammable or dangerous nature or to carry on any unlawful illegal or immoral business in the said premises.

h. To conform with the administrative discipline set up by the Building Maintenance Authority for the building as may be mutually agreed.

i. To take utmost care and diligence while using the said premises.

j. Not to deposit anything or throw any dirt or rubbish in or around the said premises nor to obstruct the use by the Licensor / Building Maintenance Authority or any other persons representing or authorized by the Licensor / Building Maintenance Authority of the open space surrounding the said premises or amenities used in common with the Licensor / Building Maintenance Authority.

k. Not to erect or to make any structural alteration or additions whatsoever to the said premises hereby licensed to or any part thereof without the specific prior written permission of the Licensor herein except modification of toilets, change of flooring and false ceiling, internal wooden partitions, cabins, shelving racks, electrical equipment and other interior works of temporary nature which the Licensee shall be at liberty to remove at any time subject to Clause No. (u) herein below. The Licensee shall be liable for any repair /leakages that may occur due to the changes. The Licensee shall be liable to make good the damages caused by removing the fixtures and fittings etc. to the floors, walls, ceilings or any part of the said premises.

l. To permit, whenever necessary or required the Licensor and its agent(s) during reasonable hours in the daytime of any working day with or without workmen to examine the state and/ condition(s) of the said premises as well as the service areas within the said premises and to carry out the necessary repairs or otherwise, if so required after prior intimation to the Licensee.

m. To observe and contain to the Municipal Laws and the regulations of the local authorities regarding the user of the said premises and the partitioning, lighting, fixtures, fittings and air-conditioning.

n. Not to do any act, deed or thing which would constitute a breach of any statutory requirements or any of the terms and conditions of this agreement.

o. The Licensee shall exercise utmost care and abundant precaution so that no damage is caused to the property/belongings of the Licensor. The Licensee shall bear repairs or replacement changes for any damage done by it or its Agent.

p. Not to use the said premises for any purpose other than the office purpose for which the said premises has been licensed by the Licensor to the Licensee.

q. To provide for its own requirement consumable electrical items like bulbs, tube lights and plumbing fitting etc. for their internal allotted premises.

r. To quietly handover the vacant possession of the said premises to the Licensor on the expiry of the period of the Leave and Licence or on the earlier determination or termination thereof as hereinafter provided, in the same condition, subject to normal wear and tear together with all fixtures which now are or at any time hereinafter during the continuance of Leave and Licence may be put fastened or affixed thereto except that the Licensee shall be entitled to remove furniture, fixtures, fittings and appliances, requirements (except flooring and ceiling with its fixtures which is not inferior to the original condition i.e. the condition at the time of taking possession of the said premises) put up by and at the cost of the Licensee at the time of vacating the said premises.

s. The Licensee shall not assign or transfer the benefit of this agreement in any manner to any person(s).

t. The Licensee shall not be liable in any way to the Licensor, its Officers, servants, agents and 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 use of the said premises except where such personal injury damages, loss or inconvenience is caused out of the gross negligence or neglect of the Licensee. The Licensee shall, however, be responsible to keep the said premises in inhabitable conditions at all times.

u. The Licensee shall submit the layout plan for interiors to the Licensor to enable the Licensor to assess whether the licensee is making any only structural alterations to the said premises.

5) The Licensor covenants with the Licensee as follows:

(a)To allow the Licensee, its Directors, Managers, Officers, employees, servants, agents, visitors and customers quiet and peaceful entry upon and use of the said premises without any hindrance from the Licensor or any person acting on its behalf.

(b) The general security for the building at all time may be provided through Building Maintenance Authority. However, the security inside" the said premises" shall be the responsibility of the Licensee.

(c) The basic infrastructure (as exists) for water supply, electrical supply and power backup be provided by Building Maintenance Authority.

(d)To allow without any objection to the Licensee to install lights, pedestal fans, air-conditioning equipment, temporary partitions other fixtures and fittings within the said premises to suit their convenience but subject to the municipal rules and regulations and without damaging the construction of the building.

(e)To keep the said premises insured at its cost against loss or damage by fire for such sums as deemed adequate and in the event of the said premises being damaged or destroyed by fire during the term of this agreement, to reinstate or repair the said premises in a good and substantial manner from the money received under or by virtue of any insurance affected thereon and to complete the work within reasonable time. The Licensee will be responsible for the insurance of its own furniture, fixture, cupboards, valuable electrical equipment, computers, etc. inside the said premises.

(f) To allow the Licensee during the term of Leave and Licence quietly use and enjoy the said premises hereby granted on payment of License fee as hereinbefore provided and on performing and observing the several covenants, conditions herein contained, without any interruption or any disturbance from or by the Licensor or any person(s) claiming under him.

(g) To refund the Security Deposit as per Clause No. 4(b) herein above on termination or earlier determination of this agreement for any reason after making lawful deduction, if any.

(h) The Licensor shall not be liable in any way to the Licensee its Officers, servants, agents and 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 use of the said premises.

6. It is expressly agreed by and between the parties hereto that this Agreement shall be deemed to be personal to the Licensee and the Licensee shall not in any manner assign, transfer or sub-licence this agreement. This Agreement is not to be construed as a lease or a tenancy agreement, nor will it confer any right, title or interest to the licensee in the property.

7. The Licensee shall not induct/permit any third party in the said premises or any part thereof.

8. Both parties agree to indemnify and keep indemnified each other against any claim, charge, demand or expense or loss that a party hereto may suffer or incur on account of any statutory or contractual violation by the other party.

9. (a) There is no intention of either party to terminate the agreement during the term of the agreement.

(b) If the Licensee commits any breach of the terms and conditions herein contained or if the Licensee fails any / or neglects to observe or comply with any of the covenants on its part herein contained for any reason whatsoever, the Licensor will give written notice to the Licensee with condition to comply with the same within one (1) month and if the Licensee fails to comply the same within one (1) month the Licensor shall have sole right to terminate this agreement thereof by giving one (1) months' notice to the Licensee to vacate the said premises and to handover the vacant and peaceful possession of the said premises to the Licensor and in that event the Licensor shall forthwith refund the Security Deposit without interest to the Licensee as provided in Clause No. 4((b) herein therein above after making lawful deduction, if any.

(c) Licensor shall be entitled to terminate this agreement by giving 03 (three) months' notice in writing without assigning any reason whatsoever.

(d) Notwithstanding anything contained in this deed, if the Licensee wishes to vacate the said premises at any time after completion of 03 (three) months at any time, in such an event, the Licensee shall give Three (3) months prior notice in writing of its intention to do so to the Licensor at the address mention in this deed or at any changed address, and upon expiry of such Three (3) months, this agreement shall automatically stand terminated.

(e) On termination of this agreement by the expiry of its period or on sooner termination or determination thereof as provided hereinabove, the Licensee hereby agrees and undertakes to forthwith remove all its goods/belongings from the said premises provided that the Licence fee shall be liable to pay to the Licensor the proportionate licence fee or compensation for the number of days any of its goods or belongings continued to lie in the said premises after the termination/determination of this agreement.

10. In case of any dispute or difference arising out of or in relation to the contract, the same will be referred to the Sole Arbitrator. Such sole arbitrator must be a person who has retired from a State Judicial Service or has served as a Judge of the Supreme Court or of a High Court. The said arbitrator may be appointed by the authorised person of the party raising dispute under the contract and the same shall be binding on both the parties. All the subsequent disputes arising out of or in relation to the contract shall be referred to such arbitrator only. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act. 1996 and Arbitrator shall give reasons to his Award. The Arbitration Proceedings shall be conducted at Kolkata and the Court at Kolkata shall alone have the jurisdiction in this respect.

11. It is specifically agreed by and between the parties hereto that all the expenses towards the stamp duty, registration fee and incidental expenses thereto for these presents and other deeds, documents, which are to be executed in pursuance of these presents shall be shared 50: 50 between the Licensor and Licensee.

12. Any demand or notice to be issued to the parties herein shall be sent by Registered post with acknowledgement due to the respective party at the address mentioned herein below:

In case of the Licensor to:-

The Cotton Corporation of India Ltd. "Constantia", 3rd floor,
11, Dr. U.N. Brahmachari Street,
Kolkata-700 017.

In case of Licensee to :-

……
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……
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Or
to such changed address as may be communicated to the other party in writing from time to time.

13. This agreement shall be governed by the laws of India and what is recorded in the Agreement reflects the true and complete intention of the parties hereto.

14. Notwithstanding anything contained in this agreement or in any Act or statute prevailing at any time, the Licensee shall not claim any right or interest in the said premises or any part thereof save and except the mere licence to enter upon and use the said premises as provided herein.

15. The Licensee shall be responsible for compliance of the various Government Acts, as applicable from time to time and the rules made thereunder, 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 Goods and Service Tax Acts, etc. The Licensee 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 Licensee of the above.

16. The legal jurisdiction for the purposes of this agreement shall be always at Kolkata.

SCHEDULE OF PROPERTY

The premise admeasuring 2601 sq.ft. at the ground floor of "Constantia" building, 11, Dr. U.N. Brahmachari Street, Kolkata 700017

IN WITNESS WHEREOF, the parties hereto have executed these presents (in duplicate) on the day and the year first herein above written.

SIGNED SEALED AND DELIVERED BY THE LICENSOR

The Cotton Corporation of India Ltd.

In presence of

1). Name of Officer with Designation _____

_____

_____

SIGNED SEALED AND DELIVERED BY THE LICENSEE

In the presence of

1). Name of Officer

SIGNED SEALED AND DELIVERED BY THE LICENSEE

In the presence of

1). Name of Officer with Designation _____

_____

भा.क.नि.
CCI

THE COTTON CORPORATION OF INDIA LTD.

(A Government of India Undertaking, Ministry of Textiles)

"Constantia", 3rd floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017.

PHONE :- 033-**2281 1160 / 1358** FAX:033-**2281 2953**

website : www.cotcorp.org.in E-mail: kolkata@cotcorp.com

सूचना का अधिकार

Admn & Registered Office : Kapas Bhavan , Plot No. 3A, Sector- 10, CBD Belapur, Navi Mumbai -400 614

PHONE:27579217, GRAM:COTCORPIND, FAX- 0022-27576030-9219-6069

E-mail- headoffice@cotcorp.com , Ministry of Textiles website : ministryoftextiles.gov.in

TENDER DOCUMENT FOR

TO LET-OUT READY BUILT OFFICE PREMISES OF GROUND FLOOR ON "AS IS WHERE IS BASIS" WITH BUILT UP AREA OF 2601 SQ.FT. SITUATED AT "CONSTANTIA", 11, DR. U.N. BRAHMACHARI STREET,KOLKATA –700 017 ON LEAVE & LICENSE AGREEMENT BASIS

FINANCIAL BID – II

Sr.No.	Particulars	Page Nos.
1	Financial Bid	1

(FINANCIAL BID should be typed on the Bidder's Letterhead and placed in Envelope – B)

Date: _____

FINANCIAL BID-II

To
The Cotton Corporation of India Ltd.
"Constantia", 3rd floor,
11, Dr. U.N. Brahmachari Street
KOLKATA – 700 017.

Sub: *Tender To Let-Out Ready Built Office Premises Of Ground Floor on "As Is Where Is Basis" With Built Up Area Of 2601 Sq.Ft. Situated At "Constantia", 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 On Leave & License Agreement Basis*

Sir,
I/we are submitting our Financial Bid-II for the above property as under:

Sr. No.	Particulars of assets/property	Area in Sq.ft.	Monthly License Fee per sq.ft (including Property tax/ Municipal taxes and maintenance charges but excluding electricity charges & GST as applicable) (in Rs.)	Total Monthly amount of License Fees (including Property tax/Municipal taxes and maintenance charges but excluding electricity charges & GST as applicable) (in Rs.)
1.	Ready built Office Premises on Leave & License basis situated at "Constantia", Ground floor, 11, Dr. U.N. Brahmachari Street, Kolkata – 700 017 on "as is where is basis".	2601	In Fig. In Words	

Please note:

1. Monthly License fee should be quoted per sq.ft (including Property tax/ Municipal taxes and maintenance charges but excluding electricity charges & GST as applicable).
2. The Bidder should quote his / their monthly License fee for total area offered and not for the part area.
3. If there is any arithmetical error in totaling of individual items, the correct total shall be computed by the Owner and the same shall govern.
4. Total monthly amount of licensee fees will decide H-1 Tenderer.

I /We hereby agree to execute the work on the rates as mentioned above by me/us in the Bill of quantity complying with the tender Terms and conditions of contract of the corporation.

Signature and seal of Tenderer
Name
Capacity /authority to sign
Full address: