**भारतीय कपास निगम लिमिटेड**
(भारत सरकार का उपक्रम, वस्त्र मंत्रालय के अंतर्गत)
**निगमित पहचान संख्या :U51490MH1970GOI14733**
**सीसीआय वेयर हाऊसिंग काम्प्लेक्स ,प्लाट नं.एस 5, सेक्टर –केडब्लूसी, कलंबोली, नवी मुंबई- 410218 (महाराष्ट्र राज्य )**
दूरभाष/PHONE/फैक्स/FAX:022-27420436/27424191 बेब साईट/website :www.cotcorp.org.in
ई-मेल/E-mail:kalamboli@cotcorp.com

**प्रशासकीय एवं पंजीकृत कार्यालय:कपास भवन , प्लॉट नं.3ए , सेक्टर -10,सीबीडी बेलापुर, नवी मुंबई – 400614(महाराष्ट्र राज्य )**
दूरभाष /PHONE:27579217 ०ग्राम/GRAM:COTCORPIND ०फैक्स/FAX:(022)27576030-9219-6069
ई-मेल/E-mail:headoffice@cotcorp.com वस्त्र मंत्रालय बेब साईट/ Ministry of Textiles website :www.ministryoftextiles.gov.in

संख्या क्र. सीसीआय /कलंबोली /लीव्ह अॅन्ड लाईसेन्स्/2022-23/ दि. 25.07.2022

## निविदा सुचना

1. भारतीय कपास निगम लिमिटेड, लीव्ह अॅन्ड लाईसेन्स् आधार पर प्लॉट नंबर एस-5, सेक्टर–के डब्लू सी, कलंबोली,नवी मुंबई-410218 ( महाराष्ट्र राज्य )के वेयर हाउसिंग कॉम्प्लेक्स के खाली कम्पार्टमेंट्स इत्यादी लीव्ह अॅन्ड लाईसेन्स् पर देने हेतु इछुक एंजसी/कंपनी से दो बोली प्रणाली में निविदा आमंत्रित करता है।
2. इछुक एजंसी/कंपनी खाली कम्पार्टमेंट्स इत्यादी देखने हेतु हमारे शाखा कार्यालय कलंबोली में सोमवार से गुरुवार कार्यालय समय सुबह10:30 बजे से शाम 5:00 बजे के बीच निगम के कार्यालय को सुचना देकर देख सकते है । कार्यालय दुरध्वनी क्रमांक : 022-27420436 /27424191 है ।
3. 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 5.00 बजे तक निविदा दस्तावेजों विनामुल्य उपलब्ध हैं या निविदा दस्तावेजों को निगम के वेबसाइट www.cotcorp.org.in एवं eprocure.gov.in से भी डाऊन लोड किया जा सकता है ।
4. निविदा के विस्तृत नियम एवं शर्तों के साथ एजेंसी / कंपनी अपना प्रस्ताव भारतीय कपास निगम लिमिटेड के पक्ष मे किसी भी अनुसुचित बैंको में से तैयार बयाना राशि रूपये 25,000 / - **(रू.पच्चीस हजारकेवल )** का डिमांड ड्राफ्ट/ पे आर्डर /बैंकर चेक मुबंई /नवी मुंबई पर देय के साथ दे सकती है। अपेक्षित बिना बयाना राशी के साथ आपकी निविदा स्वीकृत नही किया जायेगा ।
5. इछुक एजंसी/ कंपनी अपनी निविदा निर्धारित (सलंग्न सुची I&II केअनुसार) शाखा प्रबंधक, कलंबोली, भारतीय कपास निगम लिमिटेड, सीसीआय वेयर हाऊसिंग काम्प्लेक्स,प्लाट नं. -एस 5, सेक्टर नं–केडब्लूसी,कलंबोली, नवी मुंबई-410218 (महाराष्ट्र राज्य )को दे सकते है ।
6. मोहर बंद निविदा दस्तावेज, निन्मानुसार प्रस्तुत किया जाना है
   लिफाफा "ए "–(तकनिकी बोली -1 एवं बयाना राशी), लिफाफा "बी "– वित्तीय बोली -2 लिफाफा "सी"–लिफाफा "सी" में लिफाफा "ए " और "बी" दोनों होने चाहिए ।
   **प्रत्येक लिफाफे पर " भारतीय कपास निगम लिमिटेड अपने शाखा कार्यालय, सीसीआय वेयर हाऊसिंग काम्प्लेक्स, प्लॉट नं.-एस 5, सेक्टर – के ड्ब्ल्यू सी, कलंबोली, नवी मुंबई 410 218 महाराष्ट्र राज्य स्थित परिसर के** खाली कम्पार्टमेंट्स इत्यादी लीव्ह अॅन्ड लाईसेन्स आधार पर देने हेतु ।**",** अंकित करें एवं और लिफाफे की बायीं तरफ निविदा कर्ता का पूरा पता होना चाहिए।
7. प्राप्त निविदाएं सप्ताह में एक बार निगम के अंतिम कार्य दिवस पर अपराह्न 3:30 बजे उपस्थित निविदा प्रतिनिधी के समक्ष खोले जायेंगे ।

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

**शाखा प्रबंधक**

भारतीय कपास निगम लिमिटेड
(भारत सरकार का उपक्रम, वस्त्र मंत्रालय के अंतर्गत)
निगमित पहचान संख्या :U51490MH1970GOI14733
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दूरभाष/PHONE/फैक्स/FAX:022-27420436/27424191 बेब साईट/website :www.cotcorp.org.in
ई-मेल/E-mail:kalamboli@cotcorp.com
प्रशासकीय एवं पंजीकृत कार्यालय:कपास भवन , प्लॉट नं.3ए , सेक्टर -10,सीबीडी बेलापुर, नवी मुंबई – 400614(महाराष्ट्र राज्य )
दूरभाष /PHONE:27579217 ०ग्राम/GRAM:COTCORPIND ०फैक्स/FAX:(022)27576030-9219-6069
ई-मेल/E-mail:headoffice@cotcorp.com वस्त्र मंत्रालय बेब साईट/ Ministry of Textiles website : www.ministryoftextiles.gov.in

**No.CCI/Kalamboli/Leave & License /2022-23/** **Date : 25.07.2022**

# TENDER NOTICE

1. The Cotton Corporation of India Limited invites Tender /Proposals in Two bid system from the interested agencies/firms to Let out on Leave & License the vacant compartments at our Warehousing Complex at Plot S-5, Sector KWC, Kalamboli, Navi Mumbai -410218 Maharashtra State under leave & license agreement.
2. Interested party may visit the location during all office working days i.e Monday to Thursday between 10:30 a.m to 5:00p.m. by intimation to The Cotton Corporation of India Ltd. , Warehousing Complex Plot S-5, Sector KWC, Kalamboli, Navi Mumbai-410 218 Maharashtra State. CCI Office contact No. **022-27420436/27424191**
3. Blank tender document forms with detailed terms and conditions of the tender, are available at above mentioned address on payment Nil **on all working days between 11.00 am to 5.00 p.m .**The tender documents can also be down loaded from the Corporation web site i.e www.cotcorp.org.inand eprocure.gov.in
4. Earnest money amounting to Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Crossed Demand Draft/Pay Order/Banker's Cheque drawn on any of the scheduled Banks in favour of THE COTTON CORPORATION OF INDIA LTD., payable at Mumbai/Navi Mumbai must accompany the tender. Any Tender not accompanied by the requisite Earnest Money, shall be summarily rejected.
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 B subscribed as** " Tender for to Leave and License Agreement for vacant compartments at our Warehousing Complex at Plot S 5, Sector KWC, Kalamboli, Navi Mumbai -410218 Maharashtra State under leave and license agreement **and should bear the full address of tenderer at left side bottom of the envelope.**
6. **The sealed tenders must be submitted/dropped in the** Tender Boxplaced **at** CCI Warehousing Complex,Plot S-5, Sector -KWC, Kalamboli, Navi Mumbai -410 218 Maharashtra State up to 3.00 p.m. on any office working days i.e Monday to Friday .
7. The tenders shall be opened weekly on the last working day of week of the corporation **at 3.30 p.m. in the presence of tenderers 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.

**BRANCH MANAGER**

# Annexure-I (Technical Bid)
## (Preferably on the letter head of the Bidder)

Date……

To,
Branch Manager
The Cotton Corporation of India Ltd.,
Plot No. S-5, Sector – KWC,
CCI Warehousing Complex, Kalamboli
Navi Mumbai- 410 218

Sub: Tender to Let out on Leave & License the vacant compartments at our Warehousing Complex at Plot S-5, Sector KWC, Kalamboli, Navi Mumbai -410218

Dear Sir,

With reference to your Tender Form document dated 25.07.2022, I/ we, having examined the Tender Documents and understood their contents, hereby submit my/ our Technical Bid as under. The Technical Bid is unconditional and unqualified and we hereby submit our details as under:

| | |
|---|---|
| **1. Name of the firm/Agency** | M/s._____<br>OfficialAddress:_____<br>_____<br>City: -_____ PIN: - _____<br>Tel.No. _____ (O) _____(R )<br>Mobile No. _____<br>Email. :_____ |
| **2. Earnest Money Deposit Amounting to Rs.25000/- & Its details:** | Rs. ____(Rupees_____) Drawn on _____Vide DD/PO No. _____in favour of The Cotton Corporation of India Ltd., Mumbai/Navi Mumbai is enclosed. |
| **3. Permanent Account No. under Income Tax Act.** *(Self attested Copy shall be enclosed)* | **PAN No. _____** |
| **3A . GST Number** | **GST No. _____** |
| 4. Nature of Non Hazards goods of Storage (Please mention the same) | Goods Commodity :- _____ |

1. I/ We acknowledge that the Corporation shall be relying on the information provided in the Technical Bid and I/ we certify that all information provided herein is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Technical Bid are original copies or true copies thereof.
2. I/ We shall make available to the Corporation any additional information it may find necessary or require to supplement or authenticate the Technical Bid.
3. I/ We acknowledge the right of the Corporation to reject my/ our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/ our right to challenge the same on any account whatsoever.

4. I/ We declare that I/we have examined and have no reservations to the Tender Documents, including any clarifications and/ or Addendum issued by the Corporation.

5. I/ We have studied all the Tender Documents carefully. I/ We understand that, except to the extent as expressly set forth in the Tender Form, I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the Corporation or in respect of any matter arising out of or relating to the Tendering Process.

6. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.

7. I/ We shall keep this offer valid for 60 (Sixty) days from the tender opening Date specified in the Tender document.

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

| |
|---|
| Signature and seal of tenderer |
| Name |
| Capacity /authority to sign |
| Full address: |

Enclosure: 1. Signed and Sealed Terms and Conditions of the Tender
2.Draft Leave and Licence Agreement duly sealed and signed on each page.

## Terms and Conditions

1. The storage space is offered on full/ part of the Compartment basis and Agency/firm may submit proposal either for part of the Compartment / full Compartment/all Compartments. However, in case of quotation received for part of the Compartment the allotment shall be made at the sole discretion of the Corporation based on the nature of goods to be stored, cost of erection of partition, period of requirement by bidder etc. The decision of the Corporation in this regard shall be final and binding on bidder. It may also be noted by the Bidder that mere submission of quotation does not entitle them for allotment of Compartment for which bid has been submitted.

2. On acceptance of the proposal party shall have to deposit security amount equivalent to two months rent by adjusting EMD amount, within 10 working days from the date of award of possession later. This security deposit shall be interest free and refundable on expiry of Leave & License Agreement.

3. In case the proposal of the party is not accepted by the corporation, the EMD amount will be refunded without interest.

4. After acceptance of the proposal, if the party neglects or refuses for their rates quoted, their earnest money deposit already paid shall be forfeited.

5. The storage space is offered for 3 terms of 11 months each i.e. Total 33 months and the party will have to sign the prescribed Leave & License Agreement.

6. The agreed amount of monthly rent shall increase by 7.5% after expiry of each term of 11 months. The party will have be pay GST on the agreed monthly rent amount, as applicable from time to time.

7. Apart from monthly rent, the licensee will pay charges toward water consumption @ Rs.6400/- p.m for Big Compartment & Rs.3200/- p.m for small compartment. There will not be any sell of electricity from the corporation However, energy consumption charges will be charged as per separate meter unit and tested energy consumption meter shall be installed by the party at their own cost looking to the actual electrical load suitably (Single phase/Three Phase) .

8. Licensee shall have pay rent in advance, in first week of the month and latest by 10th of the month. However, if the due amount of rent is not received even by month- end then the Licensee shall pay interest from 1st of the following month @ 24% p.a. and this shall be accepted by the Licensor as an exception and not as a rule.
   If the Licensee fails to clear outstanding dues of rent, water & electricity charges and interest etc. Corporation reserves his rights to stop Licensee operational activities.

9. The party shall make storage arrangements for declared non-hazardous goods, in most scientific way and shall provide for and comply with all the provisions of Maharashtra State Fire Prevention and Life Security Act, 2006, within the compartment.

10. Occupancy of the compartment inside the Warehouse Complex shall be governed by the terms of the Leave & License Agreement available on CCI website. The Leave & License Agreement shall be registered with office of Sub Joint Registrar, Panvel and expenses towards fees and registration shall be born equally by the Licensor and Licensee. The draft Leave and Licence Agreement is attached herewith. It should be signed and submitted alongwith technical Bid in token of acceptance of all terms and condition of the agreement.

Noted and Accepted
Signature and seal of party:
NameCapacity/ authority to sign:
Full address:

# DRAFT LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT made and entered into at Navi Mumbai on the _____ day of _____20__ between the Cotton Corporation of India Ltd., (A Government of India Undertaking) a public limited company incorporated under the Companies Act, 1956, having its Registered and Administrative Office at Kapas Bhavan', Plot No.3A, Sector- 10, Post Box No.60, CBD, Belapur, Navi Mumbai 400 614 Maharashtra State , 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 and M/s._____ a Company incorporated under the Companies Act, 1956, having its registered office at_____through its _____ hereinafter referred to as **"the Licensee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors) of the Other Part.

i) The Licensor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the premises comprising of the plot of land bearing S-5 alongwith warehousing complex thereon situated at the ground floor of Kalamboli, Navi Mumbai – 410 218 Maharashtra State

ii) The Licensor has decided to permit in the various godowns in the said warehousing complex to be used for storage of general goods which are free from legal encumbrances for short duration on leave and licence basis.

iii) The Licensee has requested to the Licensor to permit the Licensee to enter upon and to use the Compartment Nos ___in Godown **No** ___ / Open Plot /Administrative Block Room No. on the Ground floor /First Floor comprising a total area of ___ mtrs equivalent to_____**Sq.ft** of the said warehousing complex for storage of general goods andwhich the Licensor has agreed to permit on the terms and conditions and covenants hereinafter mentioned. The said Compartment **Nos ____** in **GodownNo. ____** / Open Plot /Administrative Block Room No.are hereinafter referred to as the **"said premises".**

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

1. **TERM:**

The Licensor hereby permits the Licensee to enter upon and use the "said premises" in the said warehousing complex for storage of all its products and the Licensee hereby agrees to use the same for following terms of period of 11

Months from _____ to _____.

| Term | Period in months | From | To |
|---|---|---|---|
| 1st Term | 11 | _____ | _____ |
| 2nd Term | 11 | _____ | _____ |
| 3rd Term | 11 | _____ | _____ |

Subject to the terms and conditions and covenants as hereinafter contained PROVIDED THAT this agreement shall initially be for a period of 11 months commencing from the said date with automatic renewal immediately thereafter for the next term of 11 months each subject to the increase **7.5%** of license fee as provided in the clause 8(a) of this agreement.

2. SCOPE OF USE:

The Licensee and its Director, Managers, Officers, Employees, Staff, Agents and bonafide visitors shall have a licence and shall be at the liberty to use the said premises during all times and on all days for the said premises subject to the local laws and conditions regarding closure of the same on particular days.

3. STATUS OF THE LICENSEE:

It is expressly agreed by and between the parties hereto that the possession of the said premises shall always be that of the Licensor. The Licensee is granted an exclusive licence to use the said premises pursuant to this agreement. However, the Licensee will make arrangements for opening and closing the said premises during the period of licence at all times and on all days for the purpose of its business.

4. FURNITURE AND FIXTURES:

The Licensee shall be at liberty to bring in, make, install or fix temporary furniture fittings, fixtures such as air-conditions, partitions, cabinets, cabins, seating system etc. The Licensee shall also be at liberty to install VSAT antenna, telephone lines all kind of multi-purpose and multi-tasking cables, name boards, etc. The Licensee shall not remove the existing electrical and other fittings.

5. LICENCE FEES

The Licensee agrees to pay the Licensor, a licence fee or compensation per month subject to the deduction of income tax at source as provided under Income-Tax, 1961 and the rules made thereunder:

6. RIGHT OF WAY

The Licensee and its Directors, Managers, Officers, Employees, Servants, Agents and bonafide visitors shall always a licence of ingress and agrees from the Gate **No. 1/2/3** to the said premises.

7. LIABILITY

The Licensor shall not be liable in any way to the Licensee, 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 premises.

8. LICENSEE'S COVENANTS:

The Licensee covenants with the Licensor as follows:

(a) To pay the monthly license fee or compensation for the agreed period as provided in Clause-I above, at the rate of _____per Sq.ft per month

| Terms | Period | | Monthly Net Leave & LicenseFee Amount in (Rs.) |
|---|---|---|---|
| | From | To | |
| 1st term of 11 months | | | |
| 2nd term of 11 months | | | |
| 3rd term of 11 months | | | |

In advance,to the Licensor by demand draft/local cheque on or before the tenth of each English Calendar month. In addition to the monthly License fee or compensation as above, the Licensee shall also pay alongwith it the GST as applicable, as per Notification of Government of India. As regards remaining days of the month in which this Agreement is executed, the Licensee shall pay proportionately for the same in advance at the time of execution of this Agreement and thereafter on or before tenth of each subsequent English calendar month.The said License Fee or compensation shall be paid by the Licensee without any deduction whatsoever save and except the deduction oftax at source as required by the provisions of the Income Tax, 1961 and the rules made thereunder.

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, in first week of the month and latest by 10th of the month. However, if the due amount of rent is not received even by month- end then the Licensee shall pay interest from 1st of the following month @ 24% 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 an interest free deposit of Rs._____ (Rupees._____) which is refundable at the time of vacating the premises by adjusting outstanding dues, if any.

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

(d) To furnish certificates for the Tax deducted at source within the time limited permitted under the income Tax Act, and the rules made there under.

(e) To pay electricity charges and water consumption charges for the said premises proportionately or as per assessment based on the utility/connected load of the electrical installations or sub-meter and to pay the water charges as may be decided upon mutually. The Licensee shall pay these charges within 15 days from the date of intimation of these payable charges.

(f) To observe, perform and comply with all the terms and conditions and the covenants contained in this agreement.

(g) To keep the interior of the said premises or any part thereof including any amenities such as floors, windows, shutters, pipes, painting and interior décor and all additions and improvements therein in good condition.

(h) To enjoy peacefully the said premises without in any manner disturbing or interfering with the activities of the Licensor or its associates or other Licensees in the same as adjoining premises, or the Licensor's associates or any person authorized by the Licensor in that behalf. Further, to ensure that the railway siding used by the Licensor is not in any manner obstructed or affected by any activity of the Licensee.

(i) 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 and immoral business in the said premises. However, fuel oil for the purpose of generator sets and liquefied petroleum gas for the purpose of utilizing in the pantry may be stored subject to the Licensee obtaining all the necessary statutory approvals.

(j) To comply with all such directions issued by the Licensor from time to time for protecting the said premises or any rights of the Licensor pertaining to the use and possession of the said premises.

(k) To take utmost care and diligence while using the said premises.

(l) To keep the said premises and the area surrounding it in clean, neat and tidy condition.

(m) Not to deposit anything or throw any dirt or rubbish in or around the said premises or allow any person/s to obstruct the use by Licensor or any other persons representing the licensor of the open space surrounding the said premises or amenities used in common with the Licensor or any other persons or occupiers authorized by the Licensor.

(n) Not to make any excavations upon any part of the said premises except with the specific prior written permission of the Licensor which shall in the ordinary course be granted if the same needs to be done for laying of communication or other connecting cables for the purpose of business.

(o) 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.

(p) All handling the transport connected with the loading, unloading, stacking and any other handling packing/unpacking and all other incidental labour shall be arranged by the licensee at its own costs and risks. There shall be no liability whatsoever on the part of the Licensor in this regard.

(q) The Licensee shall exercise utmost care and abundant precautions so that no damage is caused to the property/belongings of the Licensor. The Licensee shall bear repairs or replacement charges for any damage done by its Agent/Transporter while loading, unloading, stacking, and restacking, storage and delivery.

9. LICENSOR'S COVENANTS:

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) To keep exteriors of the said premises in good repair and maintenance and to comply with all the statutory rules and also to pay all the dues and payments in respect of the said premises intime, so that the Licensee can enjoy the use of the said premises at all times within the validity period and terms of this agreement without any obstruction or hindrance.

(c) To carry out the structural repairs as and when required in consultation with an independent qualified architect.

(d) Security inside the compound shall be provided by the Licensor. However, the Licensee is free to have their own security arrangements also and the goods shall be stored at the risk of Licensee without any liability of the Licensor for weight shortage, damage or loss of quality.

(e) The Licensor shall not be responsible or liable for any loss/damage, if any, to the goods in local transit or in storage.

(f) To allow at all times vehicles of the Licensee, it's Directors, Managers, Officers, and Employees, Agents, Servants and bonafide visitors to enter in and exit the said premises.

(g) To allow at all times vehicles of the Licensee, its Directors, Managers, Officers, Employees, Agents, Servants and bonafide visitors to enter in, Park and exit the said premises without any restrictions subject to a maximum of **Two** four wheelers and **Four** two wheelers.

(h) To use the toilets attached to the Warehouse **No.-____** near **Compartment No. __** for the exclusive use of the Licensee.

10. 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-license this agreement.

11. The Licensee shall not induct/permit any third party, in the said premises or any part thereof or to make use of the same in any manner. Any violation of this clause would beconsidered as breach of the Agreement and the Agreement is liable to be terminated forthwith without assigning any reason or notice to the Licensee without prejudice to the other remedies available to the Licensor.

12. **LIABILITY:**

It is expressly agreed by the Licensee that the Licensor or its servants or agents shall not be liable for any loss, accident, damage or injury that may be caused to the Licensee or to its personal property whilst using the said premises as herein provided either by accident or otherwise, directly or indirectly or vicariously except under the circumstances as provided under Clause 9 (c)

13. **STATUTORY COMPLIANCES:**

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 Act, 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.

14. **GST:**Any amount in the form of GST from time to time payable in respect of this Leave and License for storage shall be collected from the licensee along with the regular fee or compensation for the said premises.

15. **TERMINATION:**

(a) This agreement may be terminated by the Licensor on giving to the Licensee a 15 days' notice in writing if the Licensee commits any breach of the terms and conditions herein contained or if the Licensee 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 Licensor.

(b) Either of the parties shall be entitled to terminate this agreement by giving a notice in writing of 30 days without assigning any reason whatsoever.

(c) Notwithstanding anything contained in this agreement, it is hereby agreed and declared that if the Licensee passes a resolution for voluntary winding up or if it is unable to pay its debits, or if comprises with the creditors or if a receiver is appointed of its property or if a petition is filed under the Companies Act, 2013 for winding up of the Licensee or if the Licensee does anything which renders it liable to the wound up or if the Licensee voluntarily or involuntarily becomes the subject of proceedings under any Bankruptcy or insolvency laws or on the Licensee being amalgamated or taken over by any other Company, firm or business entity or if the Licensee takes any action for its reorganization, liquidation or dissolution, then in any of such events this Agreement shall ***Ipso facto*** stands terminated and thereupon the Licensee or persons or authority in whom the estate of the Licensee is vested shall forthwith hand over charge of the said premises to the Licensor, failing which, the Licensor shall be entitled to prevent the Licensee from entering upon the said premises or any part thereof and to dispose of or deal with the goods, if any, lying or being at the said premises.

16. 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 License fee shall be liable to pay to the Licensor the proportionate license 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.

17. **FORCE MAJEURE:**

It is expressly agreed by and between the parties hereto that the Licensee 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 Licensor. The Licensor shall be liable to keep the exterior of the said premises in good condition and shall be liable to carry out necessary structural repairs to restore it to safe and usual condition.

18. **DISPUTES AND JURISDICTION:**

In the event of any disputes or differences arising between the parties herewith relating to any aspect contained in this agreement whether within the validity of the terms of the Agreement or at any time afterwards, the same shall be referred to a sole arbitrator to be appointed by mutual consent for arbitration in accordance with the Arbitration and Conciliation(Amendment) Act, 2015 (as amended from time to time)or any statutory modification or reenactment thereof for the time being in force and the decision of such sole arbitrator shall be final and binding upon the parties hereto in all respects. The venue of the arbitration shall be Mumbai.

19. **INTERPRETATION:**

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. Any variation in any of the terms and conditions of this Agreement shall be valid only if such variation is laid down in a separate supplemental agreement and signed by both the parties hereto.

20. **RIGHTS PROTECTS IN A SALE, ETC.:**

The Licensor hereby agrees that in the event the Licensor enters into an agreement for sale, transfer and or assignment of the said premises, the License to Licensee granted under this agreement shall remain protected. The buyer, transfer or assignee, as the case may be, shall automatically become the Licensor and this agreement shall be valid for the full term on the terms and conditions herein contained. Notwithstanding anything contained in this agreement or 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 license to enter upon and use the said premises as provided herein the agreement.

21. The Stamp Duty and registration charges, if any, payable in respect of this agreement shall be borne equally by the Licensor and Licensee.

22. In case the Licensee does not vacate the Compartment after expiry of the Leave and License Agreement without its renewal, the Licensee shall have to pay overstaying charges till the Compartment 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.

23. The legal jurisdiction for the purposes of this agreement shall be always at Mumbai.

## SCHEDULE OF PROPERTY

The piece of godown known as **Compartment No. ____ Ground floor /First Floor of GodownNo. ____ or open plot situated at** Warehousing Complex, Plot No.S- 5, Sector KWC, Kalamboli, NaviMumbai 410 218 Maharashtra State , containing of admeasuring ____ sq. ft and bounded as follows:

| | | |
|---|---|---|
| On or towards the North | : | Internal Road |
| On or towards the South by.. | : | Private Railway siding of CCI. |
| On or towards the East by.. | : | Compartment No.____ |
| On or towards the West by | : | Compartment No. ____ |

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and the year first hereinabove written.

| | | |
|---|---|---|
| SIGNED AND SEALED AND DELIVERED BY THE LICENSOR | : | |
| In the presence of<br>Shri._____ | | |
| SIGNED AND SEALED AND DELIVERED BY THE LICENSEE | | |
| In the presence of<br>Shri._____ | | |




Demarked line :THE COTTON CORPORATION OF INDIA LTD.,WAREHOUSING COMPLEX, PLOT NO.S-5, SECTOR- KWC, KALAMBOLI, NAVI MUMBAI- 410 218.

Note : *For Reference only*

**ANNEXURE –II (Financial Bid)**
**(Preferably to be submitted on letter head of the party)**

Date……..

To
The Branch Manager
The Cotton Corporation of India Ltd.,
Plot No. S-5, Sector – KWC, CCI Warehousing Complex,
Kalamboli Navi Mumbai- 410 218

Dear Sir

With reference to your tender notice dated 25.04.2022 to let out on Leave & License Basis the Compartments of Ware Houses at CCI Warehousing Complex Plot S-5, Sector KWC, Kalamboli, Navi Mumbai 410218 I/We submit our rates for the followings compartments as stated below:

| Sr. No. | Particulars of Assets/property | Unit | Area In Sq. Ft | Unit Leave & License Charges per sq. Ft per Month | | Monthly Leave & License Charges net per sq. Ft (In Rs.) |
|---|---|---|---|---|---|---|
| I) | RCC Godown No III , First Floor | | | In Fig | In Words | |
| A | Compartment No 3 | Sq. ft | 11193.07 | | | |
| B | Compartment No 4 | Sq. ft | 11193.07 | | | |
| C | Compartment No 5 | Sq. ft | 11193.07 | | | |
| II) | RCC Godown No III , Ground Floor | | | | | |
| D | Compartment No 1 b | Sq. ft | 5366.40 | | | |
| E | Compartment No 2 | Sq. ft | 11694.00 | | | |
| F | Compartment No 3 a | Sq. ft | 5295.00 | | | |
| G | Compartment No 3 b | Sq. ft | 5295.00 | | | |
| H | Admin Block Room no (02) | Sq. ft | 288.15 | | | |
| I | Admin Block Room no (03) | Sq. ft | 288.15 | | | |
| J | Admin Block Room no (04) | Sq. ft | 288.15 | | | |
| | | | | | | |
| | | Total Amount in Rs. | | | | |

**(In word Rupees_____)**

1. The monthly Leave & License Charges quoted above are excluding taxes. Further, the taxes as applicable shall be paid time to time.
2. I /We agree to deposit security amount equivalent to two month's rent, within 10 working days from the date of award of possession of storage space
3. I/We also agree that the other charges will be additional as per terms and condition.
4. I/ We shall make available to the Corporation any additional information it may find necessary or require to supplement or authenticate the Financial Bid.
5. I/ We acknowledge the right of the Corporation to reject my/ our Financial Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/ our right to challenge the same on any account whatsoever.
6. I/ We agree and understand that the Financial Bid is subject to the provisions of the Tender Documents. In no case, I/ we shall have any claim or right of whatsoever nature if my/ our Financial Bid is not opened or rejected.
7. I/ We shall keep this offer valid for 60 (Sixty) days from the Bid Due Date specified in the Tender Form.
8. In witness thereof, I/ we submit this Financial Bid under and in accordance with the terms of the Tender Form document.

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Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)
Place: Name (with capacity) and seal of Bidder