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भारतीय कपास निगम लिमिटेड :: महबूबनगर

THE COTTON CORPORATION OF INDIA LTD.

(A Government of India Undertaking)
Branch Office: **Industrial Estate, Mettugadda, Mahabubnagar-509001**
Phone Number:08542-222213/222212, Fax Number:08542-222211
Email-mahabubnagar@cotcorp.com Website: www.cotcorp.gov.in
GST No.36AAACT4053B4ZQ CIN: U51990MH1970GO1019733

Ref. No.CCI/MNGR/GDN/2020-21 **Dated: 07.09.2020**

TENDER FOR HIRING OF PRIVATE GODOWNS FOR STORAGE OF F.P. BALES FOR THE COTTON SEASON 2020-21.

The Cotton Corporation of India Ltd., Mahabubnagar invites sealed tenders from reputed and well constructed Godowns/Warehouses owned by Individuals, Companies, Institutions, Service providers etc. located at various districts such as, Mahabubnagar, Gadwal, Nagarkarnool, Nalgonda, Narayanpet, Rangareddy, Bhongir, Vikarabad, Medak, Medchal Jangam, Vanprathi, Hyderabad, Suryapet, Sangareddy etc. or any other nearby District in Telangana State.

The prescribed tender forms alongwith terms & conditions can be obtained from the Branch Office, Mahabubnagar during working hours on any working day, on payment of Rs. 112/- (Rupees one hundred twelve only including GST) by way of DD / Pay order drawn in favour of "The Cotton Corporation of India Ltd.", payable at Mahabubnagar upto 11:30 AM on 21.09.2020. Detailed terms and conditions along with tender form can also be downloaded from CCI website: **www.cotcorp.org.in** and also from government tender portal: **eprocure.gov.in**. Downloaded tenders should be accompanied with **tender fee of Rs.112/-**DD / Pay Order drawn in favour of "The Cotton Corporation of India Ltd, Mahabubnagar". Tender should be submitted as under:

1. **Envelope-A**: envelope marked as "**Technical bid (I)**" which should contain prescribed Tender format, EMD, Tender Fee alongwith required relevant enclosures.

2. **Envelope-B**: envelope marked as "**Financial bid (II)**" which should contain financial bid.

3. **Envelope-C**: It should contain both **Envelope-A & Envelope-B**

Each envelope should be super scribed as **"Tender for hiring of Private Godowns for storage of FP bales for the cotton season 2020-21"** and should contain the name and address of the tenderer at the bottom. The tender duly completed in all respects addressed to the Branch Manager along with Tender Fee of Rs. 112/- & **EMD of Rs.50,000/-**(Rupees Fifty Thousand only) for each Godown by way of DD / Pay order drawn in favour of "The Cotton Corporation of India Ltd.", payable at Mahabubnagar should reach to the above address on or before 21.09.2020 up to 01.00 pm and the same shall be opened on 21.09.2020 at 3.00 pm. MSE tenderers are exempted from payment of tender fees & EMD on production of valid MSME certificate along with tender form. Please note that the Corporation will engage only those godowns having CCTV cameras.

Branch Manager

Name & Signature of Authorized Signatory _____

T E R M S & C O N D I T I O N S

Sealed Tenders are invited from reputed and well constructed godowns/warehouses owned by individual, Corporation, Institutional Private Godown owners, service providers for storage of Fully Pressed Cotton Bales of the Corporation in Telangana State under the Jurisdiction of Branch Office Mahabubnagar. Tenders should reach this office on or before 21.09.2020 upto 1.00 P.M.

1. Tender should be submitted in two bid system A & B in two separate sealed envelopes duly marked as "Bid-I (Technical) and Bid-II (Financial)" and then place the two sealed envelopes in one ENVELOPE-C duly sealed and superscribed as **" TENDER FOR HIRING OF PRIVATE GODOWNS FOR STORAGE OF F.P.COTTON BALES FOR 2020-2021 SEASON"** addressed to Branch Manager, The Cotton Corporation of India Ltd., Mahabubnagar and should reach on or before **21.09.2020** up to **1.00 P.M** and the tender shall be opened on the same day at **03.00 P.M.** in the presence of tenderers who remain present at that time.

2. Preference will be given to godowns having large storage capacity at single location.

3. The tenderer must have PAN allotted by Income Tax Department.

4. **The rate should be quoted per bale per month basis inclusive of all taxes/Cess etc. exclusive of GST.**

5. The contract will be effective from the date of occupancy of the particular godown.

6. Once rates are finalized, no escalation in the rates will be accepted during the contracted period for any reason and no extra charges shall be paid by the Corporation.

7. Tenders should be submitted strictly in the prescribed tender form along with terms and conditions which can be had from Branch Office during working hours on any working day on payment of **Tender Fee** of Rs.112/- (Rupees One Hundred Twelve only) on or before 21.09.2020 up to11.30 P.M. Those who are downloading the tender forms from the website shall have to pay Rs.112/- (Rupees One Hundred Twelve only) by way of D.D. / Pay order drawn in favour of "The Cotton Corporation of India Limited, payable at Mahabubnagar and submit the same to Branch Office along with tender form.

   Tender form should also be submitted alongwith EMD of Rs.50,000/-(Rupees Fifty Thousand only) for each Godown by way of DD / Pay order drawn in favour of "The Cotton Corporation of India Ltd.", payable at Mahabubnagar.

   MSE tenderers having valid MSME certificate are exempted from payment of tender fee & EMD. MSE's certificate should be relevant to the nature of work of this tender.

8. All columns in the tender form should be filled clearly and legibly. Tender form found incomplete in any respect is liable to be rejected.

9. The Godown should be well constructed, with **proper pakka approach roads** from main road to all loading points in the godown. Godown should also have **compound wall** on all four sides and it should be as per insurance norms. If there is any delay in giving delivery

of F.P bales by way of trucks/containers getting stuck up in the godowns due to lack of proper pakka roads in the godowns, or for any other reason, then any charges incurred to the corporation due to delayed delivery or any other charges incurred will be recovered from the godown rent bills payable.

10. **The rent of the godown shall be calculated at the rate of per bale per month basis excluding GST.** The payment shall be made on pro-rata basis only. Payment will be made within 10 days of receipt of bill at branch, by way of RTGS/NEFT. The tenderer shall have to raise the monthly bill on the rates finalized by the corporation and payment will be made after statutory deductions. Monthly bill shall have to be forwarded to Branch Office through CCI representative posted at respective Godown. To calculate the rent, stock (Number of bales stored) on weekly basis on 7^{th}, 14^{th}, 21^{st}, and last date of the month shall be taken as bales stored in the month for payment of the rent during the storage as well as during affecting the delivery.

11. The godown should have proper and **adequate fire fighting facilities** as stated below –

- Continuous water supply source such as well, tube well, bore well, underground/overhead tank. Godowns with proper hydrant system will be given preference.
- Fire extinguishers with valid expiry date @ 02 per shutter.
- Water drums @ 02 per shutter.
- Sand buckets @ 03 per shutter.
- No smoking boards at prominent wall/s of the godown.
- Name of the godown/compartment to be written on wall of the godown clearly.

12. **Vacating of godowns: The rent shall be applicable on per bale basis till the entire stock of the corporation is vacated from the godown. The godown shall be vacated at any time during the contract period without prior notice.**

13. The godown should have facilities such as **office, watchman, weighbridge** and all other facilities as may be required for the purpose of storage of the bales. It is agreed and clarified that the godown owner shall not levy any charge for such facilities by way of rent or otherwise and no such charges whatsoever shall be payable by CCI for providing such facilities. Weighment of CCI Stocks will be done at the weight bridge of the Godown free of cost.

14. The godown should have **proper pakka approach road** for easy movement of container trucks in between the godown compartments for movement of 40ft containers for loading during export purpose.

15. It should also be ensured that floor of the godown is pukka and level is also not low, so as to avoid exposure of the FP bales to risk of damage by flood/water etc.

16. No inflammable substance, dry grass / plants /bushes etc. should be present in godown premises near to the corporation's stock. Removal of these substances & maintenance of godown cleanliness will be responsibility of godown owner/management free of cost.

17. At the time of agreement, Godown owner should give undertaking that there will be no interference from local Truck association / anti social elements or any other disturbing elements at their godown premises which may hamper smooth dispatch of F.P.Bales/CCI Stock.

18. Corporation will give priority to the godown offered with minimum capacity of 5000 MT

19. Godowns should have **CCTV cameras** at all the important points such as entry and exit points with at least one month back up facility. The godown owner should ensure that there are no electric installations such as wires, circuits inside the godowns in a manner which would affect the safety of CCI's stocks inside the godowns. If CCTV is not available at the time of tender then the Godown Owner will have to ensure that requirement is fulfilled before agreement of the Godown.

20. Godowns offered to the corporation should preferably be with equally well partitioned pucca compartment.

21. Proper stacking plan should be attached along with the tender mentioning each lot of 100 bales lot stacking and number of bales that can be stored. The stack should not be more than 7 stack height. However, the stacking plan shall be finally decided by CCI representative. At least 2 ft gap should be left in between the lots and while preparing stack plan, godown owner should prepare the stack plan by considering the gap between the lots. The stacking plan should be prepared by ensuring that a gap of 2 feet is maintained from the wall to each lot and also 2 feet gap in between each lot. No lots should be stacked near the shutters. If any wrong stacking is done in violation of the above norms, then the same lots would be re-stacked at the owners risk and cost.

22. The godown should have **adequate and proper arrangements for water storage** and **continuous water supply** to the scheduled property and also make bore-well arrangements duly fitted with working power water pumps to facilitate proper fire fighting operations in case of need and also keep ready all other fire fighting arrangements / equipments which may be required in case of any emergency.

23. There should not be **electric connections** in the godowns. While engaging the godowns, the godown owner should obtain a certificate from local electrical department (A.E/D.E) or concerned CWC Management/agency (engaged by the Corporation) mentioning that all the electrical wires are disconnected and there is no electricity inside the godowns. The certificate should be submitted to the Corporation at the time of engaging the godowns.

24. There should not be any **water leakages** inside the godown and if any damage to the stock occurs due to water leakages then the same shall be liable to be recovered from godown owner/management. In case of any repair required for the godown, the same should be repaired without any delay. All the windows of the godowns should be closed from inside without any holes or scope of entry. All the ventilators (upper side and windows) should be sealed properly with meshes so that no birds such as pigeons shall enter inside the godowns. In case any such deficiency is observed, the godown owner is liable to bear the penalty as imposed by the Corporation. The loss caused to the Corporation's stock will be recovered from the godown owner/management/service provider.

25. The godown owner should provide **dunnage material** free of cost prior to stacking of bales so that the lower layer of bales does not get affected by dust/water. The godown owner should also ensure that the godown space to be provided to corporation for storage of FP bales is handed over with well neat and clean condition.

26. Sufficient **Trolleys** and adequate arrangements for the weighment of the goods of CCI should be made by the godown owner and he shall also maintain adequate number of weighing scales duly certified by the Weights & Measures Department of the Government.

27. The godown owner shall bear and pay regularly the lease rent, if it is on lease land revenue, property tax, non agricultural tax and/or other taxes and outgoings payable with respect to the scheduled property and shall ensure that no such taxes/outgoings shall remain in arrears at any point of time. Further, the godown owner hereby agrees and undertakes to keep the scheduled property during the pendency of this agreement free from all encumbrances, claims and demands of whatsoever nature.

28. Insurance of stocks shall be covered by the Corporation and the godown owner will ensure and keep the scheduled property insured during the period of this agreement at their own costs and expenses and **shall give a copy of Insurance Policy and renewals thereof to the CCI for its record.** In case of any mishap the Corporation will not be liable to make good the losses if any to the godown.

29. In case of any leased godown, a copy of the lease agreement / deed between both the parties has to be submitted to the Corporation while entering into agreement with the corporation.

30. The lock & key of the godowns shall be under the custody of CCI. In case of management under CWC, Lock & Key would be under the custody of CWC Management.

31. Mere submission of the tender form does not entitle any godown to be engaged by the Corporation. Corporation is not bound to occupy minimum storage space in any godown. The godown shall be hired on the basis of requirement, its cost effectiveness and after inspection for suitability of storage of Corporation's stocks and the decision taken in this regard by the Corporation shall be final and binding on all.

32. Before engaging the godown, survey will be done by CCI officials. Only after the godown is found to be satisfactory in the survey, then only agreement will be made with the godowns which are found to be satisfactory.

33. Job Work of handling corporation's stock at the hired godown will be done by the Job work contractor finalized & engaged by the Corporation. There should not be any kind of obstruction/hindrance created on the part of Godown Owner/Management/Service provider for such outsourced Job work contractor and hamalies/labour engaged by him. In case of any requirement Godown owner/management should ensure that sufficient hamalies remain available at godown premises for Corporation's work.

34. In case the godown owner is the **job work contractor finalized by the corporation for the godown** then the loading rates for CCI buyers will be the same as that of the rates of F.P bales quoted by the labour contractor for CCI and there should not be any escalation in the F.P bales loading rates for the CCI buyers.

35. The godown owner shall ensure that the job work contractor to take worker's insurance policy with the Insurance Company by paying premium and they shall not claim any amount on account of this from the Corporation. Corporation is in no way responsible for any accident, during the contract period and the job work contractor/ Godown owner will also not claim any compensation for the same from the Corporation.

36. The godown owner shall have to follow all the acts/ rules applicable in the State of Telangana pertaining to warehouses and the Corporation will be not responsible for any violation of the same.

37. Godowns lacking in any of the required infrastructure Facility would be liable for deductions. If, godown lacking in any of the required infrastructure Facility, then necessary deduction, would be made as per the deduction chart enclosed.

38. The godown owner has to enter into an agreement on Rs.100/- non judicial stamp paper after confirmation by the Corporation. The agreement shall commence in force from the date the Corporation enters into possession of the schedule property for storage of its bales and shall terminate immediately on the next day of final delivery of goods of the schedule property. The godown shall be vacated at any time during the contract period without prior notice.

39. CCI reserves its right to accept or reject partly or fully any or all tenders without assigning any reason thereof.

40. In case the tenderer has any query about the tender/bid terms & conditions and/or tender/bid is rejected tenderer may seek the reasons for rejection.

41. Dispute, if any arises out of the contract will be referred to the arbitrator (not an employee of the corporation) whose appointment shall be made by the Branch Manager, Mahabubnagar and the decision of the arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and Conciliation Act 1996.

42. If any dispute arises this contract will have jusisdiction of Mahabubnagar only.

D E C L A R A T I O N

I/We hereby undertake to abide by all the terms and conditions of the tender supplied by the corporation and a copy annexed herewith duly signed.

We agree with the above Terms and conditions

Name & Signature of the

Tenderer with seal

Place :

Date :

Witness 1 : Name : ……., Witness 2:……..

Sign:…….……. Sign:……..

Full address…… Full Address……

Checklist for Tenderers

1) Xerox copy of **PAN Number.**

2) Xerox copy of **GST Number** (If Registered under GST) In case the Godown is not registered under GST at the time of submission of Tender, then an undertaking must be given by Godown owner/management /service provider that , if as per GST Provisions, in future, it is required to get themselves registered under GST, they will get themselves registered under GST.

3) Stack plan and sketch of godown location.

4) No objection certificate from District Fire Departmen, (If Applicable). If not applicable then an undertaking is to be given by Godown owner stating that NOC from District Fire Department is not required.

5) Godown owner should give **undertaking** that there will be no interference from local Truck association / anti social elements or any other disturbing elements at their godown premises which may hamper smooth dispatch of F.P.Bales.

6) Certificate from local electrical department (A.E/D.E) or concerned CWC Management/agency (engaged by the Corporation) mentioning that all the electrical wires are disconnected and there is no electricity inside the godowns (if not given at the time of tender, then it should be give before taking possession of godown).

7) **Tender Fee** of Rs.112/- (Rupees One Hundred Twelve only) & **EMD** of Rs.50,000/- (Rupees Fifty Thousand only) for each Godown by way of DD / Pay order drawn in favour of "The Cotton Corporation of India Ltd.", payable at Mahabubnagar.

8) Copy of valid MSE certificate, if applicable (relevant to the nature of work of this tender).

9) Copy of latest Insurance Policy of scheduled property / Godown (if not given at the time of tender, then it should be give before taking possession of godown).

Name & Signature of Authorized Signatory _____

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(A Government of India Undertaking)

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BID-I (TECHNICAL)

Tender Form No._____ Tender Form Fees: Rs.112/- Including GST

(Rupees One Hundred and twelve only)

Last date of submission : **21.09.2020 up to 1.00 P.M.**

Date of opening of Tender : **21.09.2020 at 3.00. P.M.**

TENDER FORM FOR HIRING OF PRIVATE GODOWNS FOR STORAGE OF F.P BALES FOR THE COTTON SEASON 2020-21.

1	**Name of Godown (in case of more number of godowns in the premises, specify the godown names separately along with premises name)**	
2	**Name of Godown Owner (Individual, Companies, Institutions etc.) Registration certificate from concerned Register to be enclosed incase of companies and institutions.**	
3	**Contact Number/s**	
4	**PAN No.** **(Xerox copy to be enclosed)**	
5	**GST Registration No.** **(Xerox copy to be enclosed, If Registered),**	
6	**Full address of Godown along with landmark**	
7	**Whether the Godown is registered as MSE**	**YES / NO** **If Yes, (Attach valid certificate relevant to nature of tender)** **UAM No.:_____**

	If MSE, whether under SC/ST	**YES / NO** **If Yes, (Attach valid certificate)**
	If MSE is women entrepreneur	**YES / NO**
8	**Availability of Weigh bridge, its Capacity & working Condition (Tonnes), If no, Please specify nearest weighbridge and its distance**	
9	**Whether CCTV Cameras with at least one month backup facility installed or not. If Yes, Please specify points where installed**	**Yes/No** **No. of Cameras:** **Points/Locations:**
10	**Availability of -**	
	a) Pakka Boundary Wall (4 sides)	**YES / NO**
	b) Pakka approach roads from main road to all loading points of the godown.	**YES / NO**
11	**Distance from the Main Road (in Kms)**	
12	**Nearest fire station and its distance with address & contact numbers**	
13	**Firefighting facilities available in godowns**	
	(a) Availability of continuous water source (Well, Tubewell, Borewell, over head, underground tank etc.)	**YES / NO** **Details:**
	(b) Water storage tank and its capacity (Overhead, underground tank etc..)	**YES / NO** **Details:**
	(c) Availability of hydrants	**YES / NO**

Name & Signature of Authorized Signatory _____

	(No. of water hydrants available with hosepipe with nozzle)	**No. _____**
	(d) Availability of fire extinguishers/ sand buckets / water drums	<table><tr><th>No. of fire extinguishers</th><th>No. of sand Buckets</th><th>No. of water drums</th></tr><tr><td></td><td></td><td></td></tr></table>
14	**Whether Hamalies for handling of cotton bales are available or not**	**Available / Not available** **If yes, Number of hamalies ……..**
15	**Iron Trolleys should be provided for handling of Cotton Bales at the time of receipt /delivery of bales in the ratio of 01 trolley for each 2000 bales**	**Available / Not available** **If yes, Number:…….**
16	**Storage capacity offered to CCI for storage (in Cotton bales)** **(1 bale can be accommodated in 2.5 sq. ft approx.)**	**Total Capacity: ……...in cotton bales** **No. of compartments …….** **Capacity offered to CCI…….in bales.**
17	**Whether StackPlan attached & Sketch of the Godown Location**	
18	**Floor of Godown**	**Pakka / Kacha**
19	**Roof of Godown**	**Cemented/Cemented Sheet/Tin Sheets/** **Other, Specify _____**

Name & Signature of Authorized Signatory _____

20	**Whether godown is having No Objection certificate from State Fire Department.** **(If Yes, attach copy)**	
21	**Whether any HT/LT lines are passing in the godown premises**	**YES / NO**
22	**Details of EMD (EMD of Rs.50,000/- For each Godown premises)**	**DD No:_____Date:_____** **Amount:_____Bank:_____**
23	**Bank Details of Godown /Owner/Management**	Bank Name : _____ A/c No : _____ IFSC No. : _____ Branch :_____

I/We hereby declare that the above mentioned godown/s are free from all encumbrances, claims and demands of whatsoever nature or any sort of Bank default. I/We have read & understood all the terms & conditions of this godown tender and I/We accept the same.

Place: **Authorized Signature: _____**

Date: **With stamp and seal**

Name & Signature of Authorized Signatory _____

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BID-II (FINANCIAL)

TENDER FORM FOR HIRING OF PRIVATE GODOWNS FOR STORAGE OF F.P BALES FOR THE COTTON SEASON 2020-21.

Name of the Godown: _____
Complete Address : _____
_____
_____

Rate per bale per month Inclusive of all taxes but excluding GST	**Rs:** _____ **In words**_____ _____

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all assigned to me by the Corporation.

Date:

Place: **Signature:** _____

Phone No:_____

Address Stamp:

THE COTTON CORPORATION OF INDIA LIMITED. B.O MAHABUBNAGAR

Deductions Chart

Name of the Godown owner:_____

Name of the Godown: _____

S.NO	PURTICULARS	Deductions For not having the infrastructure facility in Rs. Per bale / per month
1.	Boundary Wall (4 Sides)	1.0
2.	Pakka approach road to godown (at all loading points) from the main road	1.0
3.	Weighbridge in the godown/nearby godown	1.0
4.	Roof without leakages	2.0
5.	N HT/LT lines in the godown and no electric fittings within the godown	2.0
6.	Fire fighting facilities in the godown – • Fire extinguisher with valid expiry date @ 02 per shutter. • Water drums @ 02 per shutter • Sand buckets @ 03 per shutter	1.0
7.	Continuous water supply such as well, running bore well with overhead/underground tank/hydrants	1.0
8.	Floor is not Puckka	3.0

The godowns to be hired by CCI need to be well equipped with the above infrastructural facilities and the weightage for each requirement is mentioned and also the deductions which would be made from the rent payable per bale per month are also mentioned against each item. For godowns lacking in above infrastructural facilities, necessary deductions would be made as applicable.

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all assigned to me by the Corporation.

Date:
Place:

Signature: _____
Name of the Godown Owner: _____
Phone No._____
Address Stamp

This deed of Agreement executed this_____day of_____ _____between M/s. , a _____registered partnership/proprietorship firm having its office _____ at through its partner/proprietor Mr._____of_ _____Indian inhabitant residing at_____ _____hereinafter called " The First Party" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners/ proprietor for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last survivor) of the One Part.

AND

The Cotton Corporation of India Ltd., A Govt. of India Undertaking, having its registered office at Navi Mumbai-400 614, Maharashtra, and one of its branch offices at Mahabubnagar represented by its Branch Manager and hereinafter called the Second Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part

WHEREAS

i) The First Party is absolutely seized and possessed of and otherwise well and sufficiently entitled to the godown complex more particularly described in the Schedule hereunder written as the owner thereof. The said godown complex is hereinafter referred to as "The Schedule Property".

ii) The Second party has been hiring godowns at various places for storage of cotton bales and the Second party is interested in hiring the schedule property and has approached the First Party for the said purpose.

iii) The First Party has offered to give the schedule property to the Second Party on hire and the Second Party has accepted the said offer of the First Party on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSED and it is hereby agreed, declared and confirmed by and between the parties hereto as follows:

1) Pursuant to the aforesaid agreement to give on hire the schedule property to the Second Party, the First Party has agreed to hand over the vacant possession of the schedule property to the Second Party on a monthly rent basis commencing from the date on which the possession of the schedule property is so handed over to the Second Party till CCI stock is there in Godown. The First Party hereby confirms that it shall hand over the vacant possession of the schedule property to the Second Party on _____.

2) The rent shall be calculated at the rate of Rs _____/- per bale/per month including all taxes and exclusive (Goods and Services Tax) GST with effect from the date of possession/deposit of bales in godowns. Rent will be paid on monthly basis for the No. of bales stored in the godowns during the month. The First party will raise the monthly bills on the above said rate and Second Party will make payments after statutory deductions including (Goods and Services Tax) GST, as applicable. Monthly bill shall have to be forwarded by first party through second party's representative of respective Godown. Payment will be made by way of RTGS/NEFT. To calculate stock (No. of bales stored) average of bales in stock as on 7th, 14th, 21st & last date of the month shall be taken as bales stored in the month for payment of rent @ Rs. /- per bale per month during storage and during effecting delivery.

3) The agreement shall terminate immediately on the next day of final delivery of goods of the schedule property. The Second Party reserves the right to vacate the schedule property any time during the agreement period without any prior notice.

4) In connection with the storage of the bales in the schedule property, the First Party shall provide appropriate facilities to the Second Party by way of an office, watchman, Weigh Bridge and all other facilities as may be required for the purpose of and during the storage of the bales. It is agreed and clarified that the First Party shall not levy any charges for such facilities by way of rent or otherwise and no such charges whatsoever shall be payable by the Second Party to the First Party for the said facilities.

5) The First Party, for the purpose of providing Office facility free of charge to the Second Party, shall provide office accommodation at the schedule property along with the furniture, fixtures and telephone facility for use by Second Party free of cost provided that the Second Party shall pay the telephone bills received by the First Party for actual usage of the telephone facility by the Second Party.

6) The First Party shall also provide free of cost appropriate residential accommodation within the schedule property for the watch and ward staff employed by the Second Party.

7) The First Party shall make and maintain its own adequate arrangements for the weighment of the goods of the Second Party, and for the said purpose the First Party shall maintain adequate

number of weighing scales duly certified by the Weights & Measures Department of the Government.

8) The First Party shall be liable to make adequate and proper arrangements for water storage and continuous water supply to the schedule property and also make bore well arrangements duly fitted with working power water pumps to facilitate proper fire – fighting operations in case of need, and the First Party shall also keep ready all other fire fighting arrangements / equipments which may be required in case of any emergency.

9) The first party shall ensure that no inflammable substance, dry grass / plants /bushes etc. should be present in godown premises near to the corporation's stock. Removal of these substances & maintenance of godown cleanliness will be responsibility of First Party free of cost.

10) First party should ensure installation of CCTV cameras at all the important points such as entry and exit points of the Schedule Property with at least one month back up facility. The First party should also ensure that there are no electric installations such as wires, circuits inside the godowns in a manner which would affect the safety of CCI's stocks inside the godowns.

11) The first party shall ensure to remove or totally disconnect the electric supply to the godowns, if already installed. There should not be any electric connections in the godown. While engaging the godowns, the First Party should obtain a certificate from local electrical department (A.E/D.E) or concerned CWC Management/agency (engaged by the Second Party) mentioning that all the electrical wires are disconnected and there is no electricity inside the godowns. The certificate should be submitted to the Second Party at the time of engaging the schedule property.

12) The First party should provide dunnage material free of cost prior to stacking of bales so that the lower layer of bales does not get affected by dust/water. The First party should also ensure that the godown space to be provided to Second party for storage of FP bales is handed over with well neat and clean condition.

13) The stacking plan of storage of F.P. bales shall be finally decided by the Second party as per its discretion considering adequate gap from the wall to each lot & between the lots. No lots should be stacked near the shutters. If any wrong stacking is done in violation of the above norms, then the same lots would be re-stacked at the risk and cost of the First party.

14) The First Party shall bear and pay regularly the lease rent, land revenue, property tax, non-agricultural tax and/or other taxes and outgoings payable with respect to the schedule property and shall ensure that no such taxes / outgoings shall remain in arrears at any point of time. Further, the First Party hereby agrees and undertakes to keep the Schedule property during the pendency of this agreement free from all encumbrances, claims and demands of whatsoever nature.

15) The First Party will insure and keep the schedule property insured during the period of this agreement at their own costs and expenses & shall give a copy of Insurance policy and renewals thereof to the Second Party for its record. Insurance of the stocks shall be covered by Second party and insurance of the godown building should be covered by First party and incase of any mishap, the second party will not be liable to make good the losses if any to the First party.

16) The Second party shall use and occupy the schedule property for storage purposes for its business requirements and the First Party shall not object to or create any obstruction at any time to such use and occupation of the schedule property by the Second Party.

17) The Second Party shall keep the schedule property in proper condition (normal wear and tear is excepted) during the period of its use and occupation and the First Party shall be at liberty to inspect the schedule property on any working day after due intimation and prior permission from the Second Party.

18) The First party shall have to follow all the acts/ rules applicable in the State of Telangana pertaining to warehouses and the Second party will be not responsible for any violation of the same.

19) The First Party shall be responsible to keep and shall ensure that the schedule property remains in a fit and proper condition for storage purposes during the period of this agreement and the First Party shall, whenever required, carry out the necessary repairs to the schedule property for proper

storage of goods. However, if any repairs or maintenance work of an urgent nature is required to be carried out to the schedule property, the Second Party shall have the option to carry out the said work by itself without any notice to the First Party, and all the costs and expenses incurred for carrying out such urgent work shall be deducted by the Second Party from the monthly rent payable to the First Party.

20) The First Party will have no lien or charge at any time on the goods stored by the Second Party at the schedule property, and the First Party will have no right to pledge, hypothecate or mortgage the goods stored in the schedule property to any person or persons whomsoever.

21) The First Party will not and shall not be entitled under any circumstances to take possession or attempt to take possession at any time of the goods of the Second Party lying or being stored in the schedule property, and the First Party shall not at any time restrict or interfere with or create any obstruction to the Second Party while removing its goods from the schedule property in the event of any dispute between the parties hereto or in any other event.

22) If the schedule property becomes unfit or unsuitable for storage purpose at any time due to any fault or act of the First Party or due to an act of God, the Second Party will be at liberty to forthwith terminate this agreement and to vacate the schedule property and remove all its goods there from without giving any notice to the First Party. Under such circumstances no compensation / penalty shall be payable by the Second Party.

23) However, in case, Second Party is compelled to vacate the schedule property for any act or omission on the part of First party making the schedule property unfit or unsuitable for storage purpose the Second Party shall be entitled to recover the expenses/losses from First Party for any damage or expenses incurred in transferring/ re-storage of goods.

24) In case First Party has taken the schedule property on lease from any lessor, then the First Party shall have to get the signatures from lessor, confirming that the lessor shall have no powers to interfere in the working and on the stocks of Second Party in any circumstance.

25) In case, First Party is a leasee, they will have to submit a verified copy of such "Lease Agreement" for the schedule property, to the Second Party, attached herewith, this document.

26) The First party should take No Objection Certificate from Fire Department, if Applicable. If not applicable then an undertaking is to be given by the First party stating that NOC from District Fire Department is not required.

27) The First party should have their own Hamalies or they should ensure that sufficient hamalies remains available at godown premises for Corporation's work, if required. The Second party will engage labour for handling of bales through job work contractor in due course. Job Work of handling second party's stock at the schedule property will be done by the Job work contractor finalized & engaged by the Second Party. There should not be any kind of obstruction/hindrance created on the part of the First Party for such outsourced Job work contractor and hamalies/labour engaged by him.

28) Sufficient trolleys as mentioned in the tender should be provided by the first party in working condition at the schedule property for use by the Second Party.

29) First Party should ensure that there should not be any water leakages inside the godown and if any damage to the stock occurs due to water leakages then the same shall be liable to be recovered from the First party. In case of any repair required for the godown, the same should be repaired without any delay by the first party. All the windows of the godowns should be closed from inside without any holes or scope of entry. All the ventilators (upper side and windows) should be sealed properly with meshes so that no birds such as pigeons shall enter inside the godowns. In case any such deficiency is observed, the first party is liable to bear the penalty as imposed by the Second party. The loss caused to the second party's stock will be recovered from the First party.

30) The first party will ensure and see that connectivity of pakka road should be there for each and every godown/loading points in the godown from main road. If there is any delay in giving delivery of F.P bales by way of trucks/containers getting stuck up in the godowns due to lack of proper pakka roads in the godowns, or for any other reason, then any charges incurred to the Second party due to delayed delivery or any other charges/loss incurred will be recovered from

the godown rent bills payable to first party.

31) The godown should have at least 8 feet compound wall around the aforesaid godown.

32) It should also be ensured by First party that floor of the godown is pukka and level is also not low, so as to avoid exposure of the FP bales to risk of damage by flood/water etc.

33) The godown should be free from legal disputes arising among the relatives or between the partners. In case, if it is found after occupation, such godowns will be penalized/ or any such loss, recovery, expenses and damages occurring out of this dispute shall be recovered from the deposits and rent payable to the First party by the second party.

34) If any state Govt/Govt agency informs of any dues with the godown and request payment may be adjusted with their recovery then the second party will stop payment to the godown & give the same to the concerned agency.

35) First Party should give undertaking that there will be no interference from local Truck association / anti social elements or any other disturbing elements at their godown premises which may hamper smooth dispatch of F.P.Bales.

36) If the rates are revised for the prevailing season then the same will be applicable from that date.

37) The First party will provide proper and adequate fire fighting facilities as stated below at the schedule property:

- Continuous water supply source such as well, tubewell, borewell, underground / overhead tank. Godowns with proper hydrant system will be given preference.
- Fire extinguishers with valid expiry date @ 02 per shutter.
- Water drums @ 02 per shutter.
- Sand buckets @ 03 per shutter.
- No smoking boards at prominent wall/s of the godown.
- Name of the godown/compartment to be written on wall of the godown clearly.

38) The lock & key of the godowns shall be under the custody of the Second party. In case the godown is given under the management of CWC/any other agency by the Second party, Lock & Key would be under the custody of concerned CWC/ other agency Management.

39) Godowns lacking in any of the required infrastructure Facility would be liable for deductions. If, godown lacking in any of the required infrastructure Facility, then necessary deduction, would be made as per the deduction chart enclosed as **Annexure**.

40) In case of any dispute or difference arising out of or in relation to this agreement, the same will be referred to the arbitration of an Arbitrator (other than an employee of the Second Party) to be appointed by the Branch Manager of the Second Party and the decision of such arbitrator shall be final and binding upon the parties hereto. The Arbitration will be governed by the provisions of the Arbitration & Conciliation Act, 1996. The arbitration shall take place at MAHABUBNAGAR.

41) Without prejudice to the arbitration clause 41 hereinabove, this agreement shall be subject to the jurisdiction of the competent Court at MAHABUBNAGAR only.

SCHEDULE

The godown (s) bearing Number.....Measuring .....sq.ft....., carpet area situated at..... Survey No under the..... .....Village part of..... ..... Municipal area..... Of Andhra Pradesh/Telangana and boundaries are as under:

NORTH: EAST:

SOUTH: WEST:

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named First Party

_____by the hand of its

Partner_____

In the presence of_____

Dated this_____day of_____

SIGNED SEALED AND DELIVERED

By the within named Second Party M/s.

By the hand of its Branch Manager

Mr._____

In the presence of_____

_____First Party

AND

_____Second Party

AGREEMENT

With respect to the godown complex situated at.....

.....

ANNEXURE

THE COTTON CORPORATION OF INDIA LIMITED. B.O MAHABUBNAGAR

Deductions Chart

Name of the Godown owner:_____

Name of the Godown: _____

S.NO	PURTICULARS	Deductions For not having the infrastructure facility in Rs. Per bale / per month
1.	Boundary Wall (4 Sides)	1.0
2.	Pakka approach road to godown (at all loading points) from the main road	1.0
3.	Weighbridge in the godown/nearby godown	1.0
4.	Roof without leakages	2.0
5.	N HT/LT lines in the godown and no electric fittings within the godown	2.0
6.	Fire fighting facilities in the godown – • Fire extinguisher with valid expiry date @ 02 per shutter. • Water drums @ 02 per shutter • Sand buckets @ 03 per shutter	1.0
7.	Continuous water supply such as well, running bore well with overhead/underground tank/hydrants	1.0
8.	Floor is not Puckka	3.0

The godowns to be hired by CCI need to be well equipped with the above infrastructural facilities and the weightage for each requirement is mentioned and also the deductions which would be made from the rent payable per bale per month are also mentioned against each item. For godowns lacking in above infrastructural facilities, necessary deductions would be made as applicable.

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all assigned to me by the Corporation.

Date:
Place:

Signature: _____
Name of the Godown Owner: _____
Phone No._____
Address Stamp